Trinity River Authority of Texas

Northern Region Office

DATE: May 5, 2005

FILE: 3110.102

TO: MEMBERS, ADVISORY COMMITTEE
Central Regional Wastewater System

RE: Reuse Permit Conflict

As we advised you in a March 18 memo (copy enclosed), TRA and Irving have resolved differences which for the past three years have resulted in a contested permit hearing. The settlement provisions outlined in our March 18 memorandum to the Advisory Committee members have now been incorporated into a Treated Wastewater Sales Contract, and both entities' governing bodies have approved the Contract. TRA has filed a motion with the State Office of Administrative Hearings notifying the Administrative Law Judge that TRA's protest and opposition to Irving's amendment to its Lake Chapman permit for reuse is withdrawn.

Irving will pursue its permit amendment in order to utilize the effluent they are purchasing under contract with TRA and in accordance with the Settlement Agreement between TRA and Irving. The cities of Dallas and Houston still have protests filed to the granting of the Irving permit amendment for reuse. Irving is talking to those two parties to see if they can resolve their opposition and withdraw their protests.

We again wish to express appreciation for the support of the cities of the Central System in resolving this dispute. TRA management believed this issue to have serious and far reaching implications for the future of reuse. This mutually beneficial resolution is truly a win-win situation for all of TRA's regional wastewater systems' customer cities and for Irving.

We want you to know of our sincere appreciation for Irving Management's willing attitude in settling this permit dispute and avoiding further litigation. Steve McCullough and his staff demonstrated considerable resolve in settling the matter.

If you have questions about any aspect of this issue or the Central System, please contact me or my staff at 817-493-5100.

Sincerely,

WARREN N. BREWER
Regional Manager
Northern Region

WNB/cea

Attachment

c: Danny F. Vance, General Manager

Trinity River Authority of Texas

Northern Region Office

3110.102

March 18, 2005

MEMBERS, Advisory Committee
Central Regional Wastewater System

RE: City of Irving Reuse Permit

In prior Advisory Committee meetings and in past communications between TRA management and Contracting Parties' representatives, we have discussed the conflict between TRA and Irving regarding their permit application to TCEQ to reuse effluent treated by TRA. We have explained that the water right which Irving seeks is for the same water right which TRA had requested two years before Irving's request. TRA seeks to reuse effluent from all TRA wastewater plants. Irving presented their proposal to the Advisory Committee members in a meeting in 2002, and TRA has continuously talked with Irving management since that time to resolve the conflict. In all of the discussions with Irving, it has been important to TRA and the Customer Cities that Irving acknowledge that TRA owns the wastewater while it is in our System and that Irving agree to make payment to the System for their use of the TRA CRWS effluent.

When it became apparent to TRA management that a contested permit hearing at the Sate Office of Administrative Hearings was unavoidable, TRA management presented background information to and recommended a Resolution for consideration by the Advisory Committee in a meeting of January 5, 2005, six days before the scheduled trial date of January 11, 2005. The resolution was approved by the Customer Advisory Committee.

Four days before the contested hearing was to begin, the Irving City Manager contacted the TRA General Manager with renewed efforts to discuss the possibility of settling the dispute offering to consider making payment for their use of the effluent. Since January 7, negotiations have been ongoing. We furnished Advisory Committee members a summary of that activity by memo of January 21, noting that in the contested hearing date of January 11, 2005, both parties announced the possibility of resolving the dispute without a trial, and the Judge agreed to delay the hearing for 60 days to allow for negotiations. The Judge established an interim date of February 25, 2005, on which the progress was to be reported, or in the alternative, to establish that date on which the contested hearing would begin. Both parties appeared before the Judge on February 25 reporting that progress was being made. The Administrative Law Judge set the contested hearing date for March 29 if the parties were unable to settle.

TRA and Irving have communicated intensively for the past 60 days negotiating settlement points which could be incorporated into a contract. On March 16, both parties agreed on settlement points that will be the basis for a Settlement Agreement and Effluent Sales Contract. As a result, TRA and Irving will jointly request that the contested hearing be postponed again until May 10 to allow time to draft and execute a Settlement Agreement and Effluent Sales Contract.

P.O. Box 240
Arlington, Texas 76004-0240
(817) 493-5100

The settlement is beneficial to all parties. It will permit both parties to pursue their objectives. The primary terms in the proposed Settlement Agreement are:

1. Irving acknowledges TRA's ownership of all wastewater received by TRA, and TRA's right to sell effluent prior to its discharge into a public stream. Irving will drop its opposition to TRA's reuse permit application now pending before the TCEQ.
2. Irving will execute a contract with TRA to purchase 25 MGD of effluent from the CRWS plant. TRA will withdraw its protest to Irving's permit which will enable Irving to withdraw effluent discharged from TRA's CRWS plant. TRA will reserve the 25 MGD of wastewater for Irving so long as the contract is in force.
3. Irving will pay TRA CRWS for water actually taken at a rate per thousand gallons of $0.1392. The rate is subject to adjustment in the future based upon the CIP. If Irving elects to reserve wastewater but not use it, Irving will pay TRA CRWS an annual standby fee of $175,000 per year.
4. Irving will not receive credit for any of the revenue received from this contract as a member of the TRA Central Regional Wastewater System. The revenues derived from this agreement will be credited to the other 20 Customers Parties of the System annually.
5. Irving has a ten year period after the contract's effective date in which they may, upon notice to TRA, cancel the Effluent Purchase Contract with no penalty provisions providing that they also cancel their reuse permit.

From the perspective of the Customers of the TRA Central Regional Wastewater System, the proposed settlement and Effluent Sales Contract are beneficial. The settlement with Irving allows Irving to pursue its interest in reusing water in a way that cannot be interrupted. TRA and its Customers can rely on a revenue from Irving's reuse which recognizes TRA's ownership and right to sell.

The terms of a contract to be executed by both Parties' governing bodies is being drafted to incorporate the basic settlement points. We have mutually established a deadline of April 27 to accomplish the settlement and contracting.

TRA appreciates the support of the Customers in resolving this disputed matter. We also appreciate Irving's positive attitude and interest in settling this contested matter for the benefit of the Regional System. We still must negotiate a contract that is acceptable to both parties, but we are optimistic about success. If you have questions about this issue, please call me.

Sincerely,

WARREN N. BREWER
Regional Manager
Northern Region

WNB/cea

x: Danny F. Vance, General Manager
James L. Murphy, Staff Attorney

cc: Randy
G.F.

Trinity River Authority of Texas

Northern Region Office

3110.102

Post-it® Fax Note 7671	Date 1/24	# of pages ▶ 1
To Randy	From JP	
Co./Dept.	Co.	
Phone #	Phone #	
Fax #	Fax #	

January 21, 2005

TO: MEMBERS, ADVISORY COMMITTEE
Central Regional Wastewater System

RE: Reuse Permit Conflict

In the Central Regional Wastewater System Advisory Committee's January 5, 2005 meeting, the Committee approved a Resolution which supports TRA's Reuse Permit Application filed with the TCEQ for the utilization of the effluent treated by all TRA regional wastewater plants, and opposes the City of Irving's permit amendment which sought the right to use part of the same treated effluent.

As we noted in the January 5 meeting, a trial date with a TCEQ Administrative Law Judge (ALJ) had been scheduled to begin on January 11, 2005 to hear this case. On Friday, January 7, the Irving City Manager contacted TRA's General Manager to discuss the possibility of settling the matter, and both agreed to ask for a delay in the trial for 60 days in order to allow time to discuss a possible settlement. Discussions with Irving have been underway since that time.

In a pre-trial hearing on January 10, TRA, Irving, Dallas, and Houston agreed to a 60-day continuance, approved by the ALJ. The Judge has now issued an order postponing the trial for 60 days while Irving and TRA can hopefully negotiate a peaceful resolution, with a scheduled conference in about 45 days to assess progress.

We will keep you advised of our activities pursuant to a resolution. If you have any questions in the meantime, please contact me at 817-493-5100.

Sincerely,

WARREN N. BREWER
Regional Manager
Northern Region

WNB/cea

c: Danny F. Vance, General Manager
James L. Murphy, Staff Attorney
Patricia M. Cleveland, Manager, Operations, Northern Region

P.O. Box 240
Arlington, Texas 76004-0240
(817) 493-5100

HP LaserJet 3200se

HP LASERJET 3200

JAN-24-2005 3:25PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
419	1/24/2005	3:24:29PM	Send	99727160834	0:35	1	OK

cc: Handy G.D.

Trinity River Authority of Texas

Northern Region Office

3110.102

January 21, 2005

TO: MEMBERS, ADVISORY COMMITTEE
Central Regional Wastewater System

RE: Reuse Permit Conflict

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Sincerely,

WARREN N. BREWER
Regional Manager
Northern Region

WNB/cea

c: Danny F. Vance, General Manager
James L. Murphy, Staff Attorney
Patricia M. Cleveland, Manager, Operations, Northern Region

P.O. Box 240
Arlington, Texas 76004-0240
(817) 493-5100

Recycled Paper

HP LaserJet 3200se

HP LASERJET 3200

JAN-24-2005 3:26PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
420	1/24/2005	3:25:52PM	Send	7065	0:51	1	OK

cc: Randy

Trinity River Authority of Texas

Northern Region Office

3110.102

January 21, 2005

Post-it® Fax Note 7671	Date 1/24/05	# of pages ▶ 1
To Randy	From	
Co./Dept.	Co.	
Phone #	Phone #	
Fax #	Fax #	

TO: MEMBERS, ADVISORY COMMITTEE
Central Regional Wastewater System

RE: Reuse Permit Conflict

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We will keep you advised of our activities pursuant to a resolution. If you have any questions in the meantime, please contact me at 817-493-5100.

Sincerely,

WARREN N. BREWER
Regional Manager
Northern Region

WNB/cea

c: Danny F. Vance, General Manager
James L. Murphy, Staff Attorney
Patricia M. Cleveland, Manager, Operations, Northern Region

P.O. Box 240
Arlington, Texas 76004-0240
(817) 493-5100

Recycled Paper

Trinity River Authority of Texas

Northern Region Office

AGENDA ITEM VI

DATE: December 29, 2004

FILE: 3110.102

TO: MEMBERS, ADVISORY COMMITTEE
Central Regional Wastewater System

RE: ReUse Permit Conflict

In several past Central Regional Wastewater System Advisory Committee meetings, and in communications with representatives of your city, we have furnished information pertaining to the TRA reuse permit application and the competing permit application filed by the city of Irving for reuse of a portion of the effluent being discharged from the TRA Central System treatment plant. We have explained the basis for TRA opposing the Irving permit, and we have told members of efforts to resolve the conflict, noting that Irving has never agreed to make any form of payment to the system for their right to use the effluent in any of the options we've discussed. We allowed Irving to present a proposal to the Advisory Committee, which also did not include an offer to pay other system members for that right. We have continued to attempt to resolve the conflicting permit positions, but have not been able to do so. As a result, Irving's permit application is proceeding under a contested status, and TRA is opposing their permit being granted. Similarly, Irving has filed opposition to TRA's reuse permit application, which has not been scheduled for hearing by TCEQ yet.

Attached as Exhibit "A" is the most recent communication from Steve McCullough, City Manager of Irving, declining (third paragraph, page two) to consider a contractual resolution involving Irving's payment to the Central System for the right to utilize system effluent. Steve's position is very clear: Irving considers the effluent which originates from Lake Chapman to be theirs to utilize, without payment to the regional system. The letter indicates that the city will contact TRA soon to explore other options, but as of this date, we have not talked with them since we received the October 6 letter. Exhibit "B" is a copy of a September 3, 2004 letter we provided to representatives of twenty (20) Contracting Parties which summarizes TRA's position.

The TCEQ Administrative Law Judge has now set a trial date for the Irving Reuse permit application, and Dallas and Houston have been named as parties, in addition to TRA. The trial date is now set to begin on January 11, 2005, and will be conducted in Austin. We wish to seek, and reaffirm our understanding of the advice and counsel of the CRWS Advisory Committee in advance of the January trial. We also believe that the best interests of the other twenty contracting parties of the Central Regional Wastewater System will be served if the Advisory Committee adopts a position statement, in the form of a Resolution of the Central Regional Wastewater System Advisory Committee. Management's recommended Resolution is attached as Exhibit "C".

Management will discuss this permit conflict with the Advisory Committee members in the January 5 meeting, and will seek adoption of the position recommended. If you have questions prior to the Advisory Committee meeting, please contact this office.

Sincerely,

Warren N. Brewer/sad

WARREN N. BREWER
Regional Manager
Northern Region
WNB/sad

Exhibit A - City of Irving Letter dated October 6, 2004
Exhibit B - TRA Letter dated September 3, 2004
Exhibit C - Central Regional Wastewater System Advisory Committee Resolution

EXHIBIT A

IRVING

Stephen W. McCullough
City Manager

October 6, 2004

Mr. Danny Vance
General Manager
Trinity River Authority of Texas
P.O. Box 60
Arlington, Texas 76010

RE: TCEQ Docket No. 2003-1530-WR; Water Rights Application No. 03-4799C – *Confidential Communication in Negotiation of Settlement*

Dear Danny:

Please accept this reply to your letter of August 9, 2004 concerning Irving's pending application before the Texas Commission on Environmental Quality (TCEQ) to authorize reuse of Irving's water imported from Lake Chapman.

The Trinity River Authority (TRA) is currently protesting Irving's application to obtain authority to reuse water imported from outside the Trinity River Basin, commonly referred to as "developed water." TCEQ staff has acted favorably upon the application, recommending that it be granted. At this stage, TRA's opposition stands in the way of Irving being able to reuse the water supply that it has invested $100 million in developing and transporting to the Trinity River Basin. The return flows from Irving's Lake Chapman water have not been previously relied upon by TRA or any existing water right holder in the Trinity River Basin – it is a new supply. This is why TCEQ recommended that Irving's application be granted.

Irving strongly supports regional cooperation as a means of resolving regional problems. For this reason during the last four years we have repeatedly attempted to negotiate a reasonable compromise with TRA, avoiding both the expense and antagonism of a contested administrative hearing. Although reuse of Irving's Lake Chapman water was included in Irving's application filed in 2000 to amend its water right to authorize use of bed and banks to deliver Irving's Lake Chapman water, Irving withdrew the reuse portion of that application in order to provide an opportunity to resolve differences with TRA. In 2001, during the legislative session, Irving attempted to reach a compromise that would allow both Irving and TRA to reuse their treated wastewater effluent. Irving filed its application on July 15, 2002 and shortly thereafter met with TRA's Central Regional Wastewater System Water Advisory Committee on August 13, 2002. We discussed compromise solutions at that meeting and by letter dated December 30, 2002 formalized Irving's proposal. TRA rejected this proposal on March 11, 2003. A year later in March 2004, TCEQ's Alternative Dispute

Resolution Program proposed that it attempt to mediate TRA's dispute over Irving's pending application. Irving agreed, but TRA refused to participate in voluntary mediation.

Irving and TRA staff met again on June 28, 2004, to again explore the possibility of settlement of these issues. Irving presented several potential options that might be considered for settlement. These were not accepted by TRA. Instead, on July 2, 2004, TRA made its first affirmative "compromise" proposal of any sort, suggesting that Irving pay TRA to reuse Irving's own wastewater at a rate equivalent to the rate that would be charged by Dallas for sale of a comparable amount of untreated water. It would be less expensive for Irving to forego reuse of its Lake Chapman water and to purchase water directly from Dallas than to accept TRA's July 2nd proposal. For this reason, Irving rejected TRA's July 2nd proposal and proposed yet another compromise solution by letter of July 12, 2004.

Your letter of August 9, 2004, responds to Irving's July 12th proposal by posing two questions: (1) Does Irving's proposal mean that Irving recognizes TRA's ownership of wastewater prior to discharge into a watercourse?; and (2) Does Irving agree that TRA may make direct reuse of such water prior to discharge? The answer to both questions is "No." Irving contends that the legislature in 1957, when it initially passed legislation recognizing TRA's ownership of wastewater, did not contemplate the import of developed water from outside the Trinity River Basin or intended that the legislation apply to developed water. If TCEQ grants Irving's application authorizing reuse of Irving's Lake Chapman water, Irving contends that TRA will be obligated to discharge or otherwise allow Irving to reuse the effluent derived from Irving's Lake Chapman water.

Irving's July 12, 2004 proposal, like Irving's prior proposals, was an offer made in an effort to negotiate a settlement and avoid the contested administrative hearing that is now before the parties. It was not a statement of Irving's legal position. In an effort to avoid conflict among regional governmental entities and find a reasonable compromise, Irving is willing to explore solutions that may vary from the legal positions that have been taken by each of the parties to date.

As you know, TRA has its own pending reuse application with TCEQ that seeks authorization to reuse the same water that is subject to Irving's application. Irving has protested TRA's application, even though an additional contested case is not our preference. In order to avoid needless controversy that simply prevents TRA and Irving from using resources that would otherwise be available to each, it is my sincere desire that we settle in a manner that is mutually beneficial to Irving and TRA. I will be contacting you shortly to arrange a meeting.

Sincerely,

Stephen W. McCullough
City Manager

cc: Mayor and City Council Members

EXHIBIT B

Trinity River Authority of Texas

Northern Region Office

3210.102

September 3, 2004

Mr. Robert Johnson
Director of Water Utilities
City of Dallas
Dallas City Hall 4A North
1500 Mrilla
Dallas, Texas 75201

RE: Central Regional Wastewater System
ReUse Permitting

Dear Bob:

The Trinity River Authority submitted an application in 1999 for reuse of effluent from TRA's regional wastewater systems. The permit application was declared administratively complete by Texas Commission on Environmental Quality (TCEQ) September 2000. TRA filed the reuse application in reliance on a statute passed in 1957 which grants ownership to TRA for wastewater collected and treated by TRA and in keeping with the goals expressed to our customers of preserving ownership of the effluent for future revenue potential for the regional systems. The Authority's permit application was in conflict with a similar permit application filed by the Tarrant Regional Water District (TRWD) for securing rights to return flows, filed in 1998. TRA and TRWD have resolved the conflict in a way that allows TRA to retain ownership and the ability to market effluent from our regional systems for the benefit of our regional systems.

In 2002, the City of Irving filed a permit application to enable them to reuse effluent associated with water they imported from outside the Trinity Basin. The return flow that Irving requests to reuse is wastewater collected and treated by TRA that enters our system from Irving. Interestingly, Irving filed a protest against TRA's reuse application in 2001, almost one year before they filed their own permit amendment which would allow them to reuse the effluent from TRA's Central System. Obviously, the application they filed is in conflict with the application filed by TRA two years earlier. Although both parties have met on several occasions to resolve the conflict, we have not been successful. When Irving was able to advance its permit amendment to consideration by the TCEQ, TRA requested a hearing which resulted in TCEQ referring the matter to the State Office of Administrative Hearings (SOAH) for a contested hearing which functions pretty much like a judicial proceeding before an Administrative Law Judge (ALJ). This event was reported to the Central Customer Advisory Committee at its recent meeting on August 10.

Just recently, the SOAH has scheduled a preliminary hearing on September 20 for the purpose of determining who has party status. The ALJ will determine that day who may be a party to the proceeding. Irving, as the applicant, is automatically a party. We expect that TRA will also be named as a party of interest. Any other interested party would need to appear at the hearing and submit its reasons to the ALJ for its interest to be represented.

P.O. Box 240
Arlington, Texas 76004-0240
(817) 493-5100

TRA management regrets being in the position of disagreeing with a valued customer, but it is TRA's position that we filed an application for the right to reuse our effluent for the benefit of our customers; that our permit was filed long before Irving filed its application; that TRA has statutory ownership of its wastewater and the right to reuse it; and that our position is consistent with all of the CRWS customers receiving revenue for effluent sales over the past 20 years. We are more than willing to work out a resolution with Irving, but it must be fair to the other 20 customers of the Central System. However, it appears that Irving intends to pursue its application through the contested permit process.

We are available to answer any of your questions or provide information to you about this issue.

Sincerely,

WARREN N. BREWER
Regional Manager
Northern Region

WNB/cea

x: Chris Kaakaty, Assistant Director of Wastewater Operations

EXHIBIT C

TRINITY RIVER AUTHORITY OF TEXAS
CENTRAL REGIONAL WASTEWATER SYSTEM
ADVISORY COMMITTEE RESOLUTION

WHEREAS, the Trinity River Authority of Texas was created in 1955 by the Texas Legislature, and additional legislation for TRA was enacted in 1957 by the Texas Legislature creating the legal authority and authorizing TRA to create regional wastewater treatment systems through contracts, and such legislation expressly granted ownership to TRA of all wastewater and its effluent accepted and treated by TRA; and

WHEREAS, in 1957 the cities of Dallas, Farmers Branch, Grand Prairie and Irving contracted with TRA, based upon legislation specifically authorizing such Contracts, to form the Central Regional Wastewater System, which first began providing service in 1959 to the initial four customer cities, said Contracts being amended in 1973, and all subsequent Contracts with seventeen additional parties approved since that time have included provisions similar to the Contracts adopted in 1973; and

WHEREAS, since 1957 TRA has sought markets to sell effluent as a potential revenue source for the benefit of the contracting parties, including the successful marketing and selling of effluent since 1986 to Dallas County Utility and Reclamation District (DCURD), for lake level maintenance and irrigation, an effort that has produced revenues in excess of $10 million since the project's inception which has been shared on a prorated basis among all parties of the Central system as a credit toward reducing the costs of wastewater treatment; and

WHEREAS, TRA filed an application with TCEQ in 1998 to insure that TRA has the opportunity to reuse effluent from the Central Regional Wastewater System, as well as other regional systems owned and operated by TRA; and

WHEREAS, the city of Irving filed a permit application in 2002 seeking to gain for Irving's sole benefit, the right and title to the same wastewater and effluent sought by TRA in its earlier application to the TCEQ, and previously sponsored legislation to amend TRA's 1957 legislation in order to gain such sole benefit, said legislation failing in enactment; and

WHEREAS, Irving has offered no resolution to the conflict absent TRA agreeing to surrender title to the wastewater to Irving, a State Office of Administrative Hearings Judge is scheduled to hear the merits of the Irving Permit application case in January, 2005, and TRA has been named as a party of interest opposed to such permit being granted, in addition to the cities of Houston and Dallas; and

WHEREAS, the financial interests of the other twenty (20) CRWS contracting parties of the CRWS are best served if Irving does not receive right and title to the effluent, or is granted such right only with an arrangement which requires fair market value payment for such water's use to the Central Regional Wastewater System:

NOW, THEREFORE, LET IT BE RESOLVED;

1. That the Central Regional Wastewater System Advisory Committee supports the Trinity River Authority in its effort to seek the maximum benefit from the use or sale of wastewater and effluent for the benefit of all of the Central System Customers.

2. That the Central Regional Wastewater System Advisory Committee supports the permit application filed by the Trinity River Authority of Texas for utilization of the effluent treated by all TRA regional wastewater plants.

3. That the Central Regional Wastewater System Advisory Committee opposes the granting of the Irving permit amendment which application seeks to use wastewater owned by the Trinity River Authority.

4. That a copy of this Resolution be provided to the Texas Commission on Environmental Quality and any other public officials that may have an interest in this matter.

APPROVED by the Central Regional Wastewater System Advisory Committee this 5th day of January, 2005.

_____ _____

CHAIRMAN ATTEST

Trinity River Authority of Texas

Northern Region Office

3210.102

September 3, 2004

Mr. Michael Murphy
Director of Public Works
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

RE: Central Regional Wastewater System
ReUse Permitting

Dear Michael:

The Trinity River Authority submitted an application in 1999 for reuse of effluent from TRA's regional wastewater systems. The permit application was declared administratively complete by Texas Commission on Environmental Quality (TCEQ) September 2000. TRA filed the reuse application in reliance on a statute passed in 1957 which grants ownership to TRA for wastewater collected and treated by TRA and in keeping with the goals expressed to our customers of preserving ownership of the effluent for future revenue potential for the regional systems. The Authority's permit application was in conflict with a similar permit application filed by the Tarrant Regional Water District (TRWD) for securing rights to return flows, filed in 1998. TRA and TRWD have resolved the conflict in a way that allows TRA to retain ownership and the ability to market effluent from our regional systems for the benefit of our regional systems.

In 2002, the City of Irving filed a permit application to enable them to reuse effluent associated with water they imported from outside the Trinity Basin. The return flow that Irving requests to reuse is wastewater collected and treated by TRA that enters our system from Irving. Interestingly, Irving filed a protest against TRA's reuse application in 2001, almost one year before they filed their own permit amendment which would allow them to reuse the effluent from TRA's Central System. Obviously, the application they filed is in conflict with the application filed by TRA two years earlier. Although both parties have met on several occasions to resolve the conflict, we have not been successful. When Irving was able to advance its permit amendment to consideration by the TCEQ, TRA requested a hearing which resulted in TCEQ referring the matter to the State Office of Administrative Hearings (SOAH) for a contested hearing which functions pretty much like a judicial proceeding before an Administrative Law Judge (ALJ). This event was reported to the Central Customer Advisory Committee at its recent meeting on August 10.

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Arlington, Texas 76004-0240
(817) 493-5100

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We are available to answer any of your questions or provide information to you about this issue.

Sincerely,

WARREN N. BREWER
Regional Manager
Northern Region

WNB/cea

x: Jim Pierce, Assistant Public Works Director

Trinity River Authority of Texas

General Office

3000.100.001

April 27, 2004

Mr. Stephen W. McCullough, City Manager
City of Irving
825 W. Irving Boulevard
Irving, Texas 75060

Dear Steve:

Your letter of April 20 regarding Alternative Dispute Resolution was received.

As we discussed in your telephone call alerting me to the letter, I do not think the ADR or independent mediation will assist the resolution of the issues involved. The issues surrounding reuse in Texas are very complex, and there is no clear guidance on the permitting or reuse of effluent from the Legislature and the regulating agency. There are many competent water lawyers in the state, but they have divergent views interpreting the existing provisions in the Texas Water Code as regards the use and reuse of water.

I understand the objective of Irving is to extend its water supply for the future. TRA supports all of its customers in that objective. You express concern that Irving's application has experienced delays. However, you are also aware that there are currently pending before the Texas Commission on Environmental Quality at least seven permits in the Upper Trinity Basin that have not been finalized by TCEQ that deal with the same subject as Irving's application. Your permit was submitted and declared administratively complete some time after others, including TRA's permit. While I appreciate your interest in advancing consideration of your application, you can appreciate that we would prefer that TCEQ consider the permit applications according to their rules and in the order they were declared administratively complete.

During our conversation, I suggested that you and your managers meet with me to discuss the issues and see if there are opportunities to resolve the mutual protests. TRA is committed to resolving differences such that TRA's customers and Irving have an opportunity to utilize return flows to enhance water supplies.

P.O. Box 60
Arlington, Texas 76004
Metro (817) 467-4343
TeleFax (817) 465-0970

As I mentioned in our telephone conversation, Irving is a valued customer of TRA, and we want our great relationship to continue. This matter of reuse of effluent will be resolved, and I remain confident that it can be accomplished without the expenditure of significant legal fees.

Very truly yours,

DANNY F. VANCE
General Manager

DFV/cac

cc: Central Regional Wastewater System Advisory Committee Members: (w/attachment)

Chairman Milburn R. Gravley, Carrollton
Mr. Jim Pierce, Town of Addison
Ms. Fiona Allen, City of Arlington
Mr. Jerry Sherman, City of Bedford
Mr. Greg Porter, City of Cedar Hill
Mr. Bill Lindley, City of Colleyville
Mr. Ken Griffin, City of Coppell
Mr. Robert Johnson, City of Dallas
Mr. Dan Bergman, D/FW International Airport
Mr. Dennis Schwartz, City of Duncanville
Mr. Joe Hennig, City of Euless
The Honorable Paul Walden, Mayor ProTem, City of Farmers Branch
Mr. Dale Fisseler, City of Fort Worth
The Honorable Richard Fregoe, Councilmember, City of Grand Prairie
Mr. Jerry Hodge, City of Grapevine
Mr. Ron Haynes, City of Hurst
Mr. Ed Ilschner, City of Keller
Mr. Chris Burkett, City of Mansfield
Mr. Mike Curtis, City of North Richland Hills
Mr. Pedram Farahnak, City of Southlake

RECEIVED
APR 22 2004
TRA/office of the
General Manager

IRVING

Stephen W. McCullough
City Manager

April 20, 2004

Mr. Danny Vance
General Manager
Trinity River Authority of Texas
P.O. Box 60
Arlington, Texas 76010

RE: TCEQ Docket No. 2003-1530-WR; Water Rights Application No. 03-4799C

Dear Danny: Danny

We are in receipt of Kyle Lucas' March 31, 2004 letter offering the services of the Texas Commission on Environmental Quality, Alternative Dispute Resolution Program, to mediate a voluntary resolution of the Trinity River Authority (TRA) protest of the City of Irving water right amendment application.

As we have previously discussed, Irving would prefer to amicably resolve our current differences with TRA over reuse of Lake Chapman water. Therefore, I propose that we accept the offer of mediation, either through the General Counsel's Office as proposed by Mr. Lucas, or by retention of an independent mediator mutually agreed upon by TRA and Irving.

Due to the delay we have experienced processing Irving's application, I would prefer that mediation occur on a parallel path with hearings on the application. Should it appear that mediation is likely to bear fruit, I am sure that it will be possible to delay contested hearings in order to allow conclusion of mediation. From Irving's perspective; however, it is essential that we resolve the reuse issue so that we can proceed with plans to assure our future water supplies.

Thank you for your attention to this matter. Please let me know at your earliest convenience whether TRA is willing to participate in alternative dispute resolution.

Sincerely,

Steve McCullough

Stephen W. McCullough
City Manager

cc: Attached ADR Mailing List

City of Irving

TCEQ Docket No. 2003-1530-WR; Water Rights Application No. 03-4799C

ADR MAILING LIST

APPLICANT, City of Irving

Bruce Wasinger, Attorney
Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel, L.L.P.
816 Congress Ave., Ste. 1700
Austin, Texas 78701-2442
512-472-8021; FAX 512-320-5638

PROTESTANT

Frank R. Booth, Attorney
130 Bay Harbor Dr.
Aransas Pass, Texas 78336-5804
361-758-3469; FAX 361-758-3469

Representing Trinity River Authority

FOR THE EXECUTIVE DIRECTOR:

Robin Smith, Staff Attorney
TCEQ Environmental Law Div., MC-173
P.O. Box 13087
Austin, Texas 78711-3087
512-239-0463; FAX 512-239-0606

David Koinm
TCEQ Water Rights Div., MC-148
P.O. Box 13087
Austin, Texas 78711-3087
512-239-0047; FAX 512-239-2214

FOR PUBLIC INTEREST COUNSEL:

Vic McWherter
Office of Public Interest Counsel, MC-103
TCEQ
P.O. Box 13087
Austin, Texas 78711-3087
512-239-6363; FAX 512-239-6377

FOR ALTERNATIVE DISPUTE RESOLUTION:

Kyle Lucas, Attorney-Mediator
Alternative Dispute Resolution Program,
TCEQ Office of General Counsel, MC-222
P.O. Box 13087
Austin, Texas 78711-3087
512-239-0687; FAX 512-239-4015

FOR THE CHIEF CLERK:

LaDonna Castañuela
TCEQ Chief Clerk's Office, MC-105
P.O. Box 13087
Austin, Texas 78711-3087
512-239-3300; FAX 512-239-3311

FOR OFFICE OF PUBLIC ASSISTANCE:

Jodena Henneke, Director
TCEQ Office of Public Assistance, MC-108
P.O. Box 13087
Austin, Texas 78711-3087
512-239-4000; FAX 512-239-4007

Trinity River Authority of Texas

General Office

3000.100

March 11, 2003

S.E.F.
PLEASE
COPY J.P. & FILE
WLC

Mr. Steve McCullough, City Manager
City of Irving
P. O. Box 152288
Irving, Texas 75015-2288

Dear Steve:

Your letter proposing an arrangement for the city's use of wastewater return flows for water supply essentially tracks the proposal made by you and your staff to the Central Regional Wastewater Advisory Committee last August. There were a few different provisions in your letter, but the premise restates what was proposed at the August meeting when the city was afforded an opportunity to present its proposal to the advisory committee.

One of the reasons for my delay in responding is that there are many uncertainties associated with any reuse proposal. There is no indication that the Texas Commission on Environmental Quality has formulated an approach as to how reuse permits will be considered for approval. In my many discussions with water resource professionals and regulators, there does not appear to be any movement on how to address the issue of reuse.

TRA will be happy to meet with you and your staff at any time, but I did not sense an urgency on the part of the Central Regional Wastewater System customer advisory committee to press this issue. We recognize that Irving is interested in identifying alternatives to address its future water needs and that you would like some commitment that addresses your ability to recapture wastewater which has been conveyed to TRA for treatment and disposal. But you also appreciate that the balance of the customer base in this regional wastewater system is cautious about committing to a course of action without careful consideration of the implications for the future.

Sincerely,

DANNY F. VANCE
General Manager

DFV/cac

c: CRWS Customer Advisory Committee

P.O. Box 60
Arlington, Texas 76004
Metro (817) 467-4343
TeleFax (817) 465-0970

IRVING

Stephen W. McCullough
City Manager

December 30, 2002

Mr. Danny F. Vance
General Manager
Trinity River Authority of Texas
P.O. Box 60
Arlington, Texas 76010

Dear Mr. Vance:

Subject: Reuse Agreement

On August 13, 2002, the TRA Regional Wastewater System Advisory Committee considered Irving's request that TRA enter into an agreement with Irving that would allow Irving the right to reuse water that it is importing to the Trinity River Basin from Lake Chapman in the Sulphur River Basin. The Committee, while approving no specific arrangement, considered it desirable for Irving and TRA to explore the possibility of developing a mutually advantageous contractual arrangement that would avoid the possibility of TRA and Irving each contesting the other's pending reuse applications before the Texas Commission on Environmental Quality.

This letter presents our initial thoughts on how such a contract might be structured and requests that we arrange a meeting to further discuss the matter.

Suggested Elements of Agreement

Recitals

- Irving's wastewater effluent is currently treated by TRA's Central Regional Plant and makes up a portion of the effluent that is delivered by TRA under existing contracts for sale of effluent.
- Sufficient effluent exists for TRA to satisfy current effluent sale contracts without the contribution provided by Irving's effluent.
- Customer cities of the Regional Plant would each receive increased financial benefits from existing effluent sales if Irving's effluent were not included in the effluent sold.
- Irving is importing water to the Trinity River Basin from Lake Chapman and has expended substantial public funds to make this resource available. It is water that would not be available in the Trinity River Basin without Irving's efforts and expenditures to make the importation possible.
- Irving has applied to TCEQ for authorization to indirectly reuse effluent derived from its imported water.
- Irving has no existing customer to independently purchase reuse water or plans to itself immediately initiate reuse of the imported water if authorized by TCEQ.

$ TRA and others have applied to TCEQ for authorization to indirectly reuse current and future discharges from the Regional Plant.

$ TRA has no existing customer to purchase additional reuse water or plans to itself immediately initiate reuse of effluent if authorized by TCEQ.

Terms of Agreement

The basic concept underlying the proposed terms of agreement is that Irving has a valuable asset (the right to reuse its developed water), if TCEQ grants its reuse application. For a modest annual payment, Irving will make this water available to TRA on a short-term basis. Either party would be able to enter long term contracts to supply the developed water effluent, but an additional agreement would be required to secure the long term availability of Irving's effluent.

$ Existing arrangements for sale of Irving's effluent through direct reuse will continue unchanged unless and until Irving obtains reuse authorization from TCEQ. Should Irving fail to obtain reuse authorization, the agreement would be ineffective.

$ Following TCEQ authorization of Irving's reuse, Irving will sell its right to reuse developed water to TRA for an annual price of $10,000. This payment is in addition to Irving's portion of the income derived from current or future effluent sales. This will provide TRA a significant portion of its discharge that will be pre-approved for indirect use by TCEQ.

$ Upon 90 days notice Irving may withdraw TRA's right to resell its effluent and make independent arrangements for the direct or indirect reuse of its effluent discharged through the Central Regional Plant (unless additional arrangements were made to exchange Irving's effluent for the discharge from another TRA plant).

$ After receiving such notice, TRA will not resell or enter into any agreements for resale of Central Regional Plant effluent that requires inclusion of Irving's effluent in order to produce quantity of effluent required for the reuse agreement.

$ If Irving withdraws its effluent for independent use or resale, Irving will no longer be eligible for any credit against its wastewater treatment costs based upon sale of effluent from the Plant.

$ If TRA desires to enter into a reuse agreement that requires the long term availability of Irving's effluent in order to produce the volume of effluent required by the contract, TRA and Irving may negotiate an amendment to this agreement that would insure the continued availability of Irving's effluent for sale by TRA.

$ Irving agrees not to oppose TRA's reuse application before TCEQ.

$ TRA agrees not to oppose Irving's reuse application before TCEQ.

We believe that an agreement along the lines proposed above would be mutually advantageous to Irving, TRA, and TRA's customer cities. The agreement would avoid the necessity of TRA and Irving opposing each other's reuse applications in contested proceedings at TCEQ. Only if TCEQ grants Irving's amendment will the agreement go into effect. Then TRA is assured the continued availability of Irving's effluent, developed water already approved for indirect reuse, for a modest payment. This provides Irving a beneficial use, perfecting its reuse rights under the TCEQ permit.

TRA's reuse application would be strengthened by having Irving's developed water effluent included within its reuse application. This water is not subject to competing claims by TRWD and Dallas. Because Irving's effluent is a new source of water to the Trinity River Basin, it should not be subject to reduction to satisfy existing water rights and should only have modest reductions for transmission losses or in stream flow requirements.

TRA's customer cities are not harmed by the agreement. Their benefits under existing effluent sales arrangements are either unchanged or increased (if Irving withdraws its effluent). If Irving sells or reuses its effluent in the future, the relative benefits of customer cities would also be unchanged or increased. Only if TRA desires to contract with Irving to assure the continued availability of Irving's effluent would the benefits to the customer cities possibly be reduced – and then only if the purchaser of the effluent did not bear the additional expense.

Finally, I believe that entry of such an agreement with Irving would not necessarily establish a precedent that any of TRA's other customer cities would be able to resell their effluent upon request. It is only the unique nature of Irving's effluent, being derived from developed water with reuse permitted by TCEQ that justifies such an arrangement.

Thank you for your attention to this matter. If you or your staff would contact me, I will be happy to coordinate meeting arrangements on our end.

Sincerely,

Stephen W. McCullough

Stephen W. McCullough
City Manager

Copy to: Mr. Warren Brewer
Regional Manager, Northern Region
Trinity River Authority of Texas
P. O. Box 240
Arlington, TX 76004-0240

Sandy Cash, Deputy City Manager
Cliff Miller, Assistant City Manager
David Ryburn, Water Utilities Director

Mr. Douglas G. Caroom
1700 Frost Bank Plaza
816 Congress Avenue
Austin, TX 78701-2443

Trinity River Authority of Texas

Northern Region Office

3110.102

December 26, 2002

MEMBERS, Advisory Committee
Central Regional Wastewater System

Re: Series 2003 Revenue Refunding Bonds ($135,885,000)

Dear Advisory Committee Member:

Authority management, in September and again in November, reported to the Advisory Committee members that recent bond market conditions warranted a potential refunding of the outstanding Series 1993 Revenue Refunding Bonds. An assessment of the market conditions in early November indicated a potential Net Present Value (NPV) savings of 5.274% or a total savings of $7,461,448 on a par amount of approximately $145 million. By memo dated November 15, 2002, the Authority notified the Advisory Committee members that the Authority would attempt the refundings if the market conditions remained positive enough to provide a NPV savings of 3.00% or greater. Based upon a positive response from seventeen of the twenty-one Advisory Committee members, with no negative responses received, the Authority's Board of Directors approved a bond resolution, in action of December 4, 2002, authorizing the issuance of bonds by negotiated placement to achieve a minimum savings of 3.00% NPV.

The bond market conditions have remained positive after the Authority's Board meeting, and on December 12, 2002, the Authority's General Manager successfully signed documents for the sale of Series 2003 Revenue Refunding Bonds. The results of this sale provided a refunding par amount of $135,885,000 at a NPV savings of 5.33%, or a total of $7,541,352 in total savings. Transmitted herewith is a copy of the Official Statement.

If you have any questions concerning this information, please contact the Authority.

Sincerely,

Warren N. Brewer/vaw

WARREN N. BREWER
Regional Manager, Northern Region
WNB/vaw

cc Randy with Official Statement

xc: Danny F. Vance, General Manager
Patricia M. Cleveland, Manager, Operations, Northern Region
Bill R. Smith, Manager, Development, Northern Region
Mary Williams, Principal, First Southwest Company
Chuck Kobdish, McCall, Parkhurst & Horton, L.L.P

P.O. Box 240
Arlington, Texas 76004-0240
(817) 493-5100

WATER CONSERVATION FILE TDA

Budget for Water Conservation Campaign

Item	Number	Cost	Total	
Yellow bags with blue ink	7800	0.1344	1048.32	
Black on yellow paper brochure	9300	0.14	1302	Kinkos
Cover letter copies	9300	0.06	558	
Texas brochures (Water Saving Tips)	7800	0.1	780	
SmartScape CDs	3033	0.79	2396.07	
Leak detector tablets	7800	0.1	780	
Postage	1500	0.34	510	
TOTAL COST			**7374.39**	←
Alternatives				
Really cheap white bag	7712	0.12	925.44	
Omit letter and use bag printing for that information				
Color on one side of the brochure	9112	0.66	6013.92	Kinkos

CHRIS,

THIS IS THE LINE ITEM BUDGET FOR THE WATER CONSERVATION CAMPAIGN.

Nic

Budget for Water Conservation Campaign

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Alternatives				
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Omit letter and use bag printing for that information				
Color on one side of the brochure	9112	0.66	6013.92	Kinkos

Water Conservation Policy
05/15/02

Water is our most valuable resource. During the past 5 years we have suffered through some of the harshest drought conditions is recent history. Lake levels were at an all time low, drought contingency measures were implemented and water rationing was on the horizon.

Because of the incredible population growth in the Dallas Water Utilities (DWU) area it has been determined that they will reach the limit of their ability to deliver water to their current customer base by the year 2007. Good news however is that a new reservoir and pipeline are under construction and will be able to provide the necessary water through the year 2020, bad news however the project will not be completed until ????. Therefore, DWU is calling on all of its customers to implement and aggressive Water Conservation Campaign to reduce the wasteful and unnecessary use of water in our area to lower water consumption by 5% over the next 2 years.

To accomplish this the City of Dallas is formally requesting that all surrounding cities that are "Wholesale Customers" take active measures to conserve water. In an effort to take the lead in this effort, Dallas has implemented the following policy.

The City of Dallas has adopted the following policy in an effort to conserve much needed water:

- No irrigation water running from 10 a.m. to 6 p.m. from June 1 to September 30.
- All new irrigation systems must have rain and freeze sensors.
- Make sure irrigation water will not fall excessively on sidewalks, streets or driveways (no miss-aligned heads or poorly placed heads).
- No poorly maintained irrigation systems (broken or missing heads, miss-aligned heads, leaky valves, broken laterals) are allowed.
- Do not run irrigation systems during precipitation events.
- All handheld water hoses and soaker hoses are allowed.
- Violations are from $250 to $2000
- Initiate conservation tier for retail water rates. If use more than 15,000 gallons, pay $3.04 per 1000 gallons. Residential customers that use more than 25,000 gallons will see an additional $12 charge on that month's billing.
- Expand water conservation education (free handouts, radio and television advertisements, information on internet web site and on city's cable television channel.)
- Expected to reach 5% reduction of water over a 2-year period.

The following summarizes the Town of Addison's current conservation plan:

- Year round watering between the hours of 10 p.m. and 7 a.m. No current regulations on residential and commercial hours of watering.

- All new commercial irrigation systems must have freeze sensors. All electric powered controllers have freeze sensors installed. All new irrigation systems must have freeze and rain sensors.

- All new commercial development must submit irrigation plans that are drafted by a licensed irrigator for review by the Parks Dept. to ensure that good design practices are employed. Any design flaws must be corrected and resubmitted prior to issuance of a building permit. All Parks Dept. irrigation systems are professionally contract designed by licensed irrigators, reviewed and inspected during the installation. Any deficiencies on existing systems is noted and corrected as soon as possible.

- Parks staff performs routine maintenance of the Town's irrigation systems and promptly repairs any problems observed. Grounds maintenance staff and the Police Dept. report on any problems observed in the field. Parks Dept. management personnel notify any commercial properties of any needed irrigation system repairs that are observed.

- Parks irrigators turn systems off in advance of, and during, rain events. All newly installed systems on large areas are controlled by a central computer system linked to a weather station capable of automatic rain shut down.

- All hand held water hoses and soaker hoses are allowed.

- No current fines are in effect

- No current tiered rates are imposed through the Parks Dept. This aspect of water conservation does not directly apply to the Parks Dept.

- No current system in effect.

Town of Addison is proposing the following policy:

- Continue practices currently employed by Parks Dept. Implement these restrictions for both commercial and residential customers with exemptions for newly installed plantings.

- All new commercial irrigation systems must have rain and freeze sensors installed. Provide an incentive to get residential customers to conform as well. All existing Parks Dept. electrically powered irrigation systems must have rain and freeze sendors installed by November 1, 2004.

- Continue with current practices.

- Continue current Parks Dept. practices. Issue a warning to commercial consumers who do not promptly repair systems once notified, and then issue fines if the repairs go unheeded.

- Continue with current Parks Dept. practices. Issue warnings to any commercial and residential customers whose system(s) runs during precipitation events with subsequent fines if the offense repeats.

- Continue allowable practices.

- Allow for issuance of fines ranging from $250 to $200 for offenders. Determine who can issue fines and, if possible, expand this capacity to a greater number of competent staff.

- Work with the Water Dept. to establish a conservation tier for retail water rates. Establish separate criteria for residential and commercial customers with penalties for high water usage and incentives for low water consumption. Reward conservation and penalize wastefulness.

- Initiate a Public Awareness campaign to educate the Town's water customers on the serious nature of this program and also inform our citizens on measures they can undertake within their own home or business to conserve water.

The Town of Addison believes that the revised policy will greatly benefit the town by creating a mechanism through which the Town, along with other surrounding cities, can play an active role in conserving water.

Rec'd 5/17/02

Trinity River Authority of Texas

Northern Region Office

3110.210/3110.103

May 14, 2002

Mr. Mike Murphy
City of Addison
Director of Public Works
P.O. Box 9010
Addison, Texas 75001-9010

Re: Central Regional Wastewater System
Long-Term Rainfall Monitoring
Data Distribution Agreement

Dear Mr. Murphy:

As a part of the Authority's ongoing Infiltration and Inflow (I/I) Management Program efforts, the Authority has recently completed a review of available methods for collecting long-term rainfall data. Some time ago, a questionnaire requesting permanent rain gauge information was distributed to the Contracting Parties within the Central Regional Wastewater System (CRWS). The Authority has reviewed the information provided by the Contracting Parties with Black & Veatch Corporation and a plan for collecting long-term rainfall has been developed. The developed plan includes obtaining radar rainfall data. The radar rainfall data will be available for Contracting Party use as described in the attached data distribution license agreement.

As a part of the I/I work, rainfall monitoring is performed concurrently with flow monitoring to establish the relationship between wet weather system flows and rainfall. Since rainfall patterns vary both geographically and temporally, a rainfall monitoring program that accurately measures these variations is important to understanding system flow response to rainfall. Accurate rainfall data is used in developing design storm flows crucial for conducting accurate capacity assessments.

The Authority has evaluated two possible rainfall monitoring methods that could be used for collecting rainfall data. The first method uses traditional ground based rainfall monitoring and advanced remote sensing rainfall monitoring. The typical rainfall monitoring program uses ground-based rain gauges to collect (point) rainfall measurements. The density of rain gauges within a sewershed is critical for accurately measuring spatial variations in rainfall. A second method of measuring rainfall is to use remote sensing (or radar) rainfall data collection. Remote sensing uses radar technology to spatially gather distant rainfall data over a wide area. Remote sensing radar can define rainfall spatially, or occurring "between" the rain gauges.

P.O. Box 240
Arlington, Texas 76004-0240
(817) 493-5100

The Authority has determined that the most precise collection of rainfall data is to use radar-generated rainfall in conjunction with ground-based rain gauges. Using both methods concurrently allows calibration of the radar-generated rainfall observations to the ground-based rain gauge observations. Based on this conclusion, the Authority has entered into an annual subscription agreement with the NEXRAIN Corporation to obtain radar rainfall data for Fiscal Year 2002.

After calibration with ground-based rainfall data, the radar rainfall pixel data for the Central Regional Wastewater System coverage area will be available to interested Contracting Parties for reference and use on Contracting Party projects. The attached License Agreement must be returned to the Authority for release of rainfall data.

A follow-up letter will be sent to some of the Contracting Parties to request ground-based rainfall data currently being collected at permanent rainfall gauges for use in calibration of the radar rainfall data.

Please let me know if you have any questions or comments.

Sincerely,

B. Randy Brooks

B. RANDY BROOKS, P.E.
Manager, Wastewater Services Planning
Northern Region

BRB/vaw

Attachment

Trinity River Authority of Texas
Central Regional Wastewater System
Radar Rainfall Distribution Agreement
Fiscal Year 2002

The Authority (Client) has entered into an annual subscription agreement with the NEXRAIN Corporation to obtain radar rainfall data for Fiscal Year 2002. The following License Grant is included in that agreement:

LICENSE GRANT

The license grants the Client and its Contracting Parties the right to redistribute the data sets to Subcontractors of Client and its Contracting Parties for use on projects of Client and its Contracting Parties. Subcontractors of Client and its Contracting Parties are prohibited from using the data sets for projects outside the scope of the Client's projects and its Contracting Parties' projects. As a condition to the right of Client and its Contracting Parties to redistribute data sets as set forth above, Client and its Contracting Parties shall require their Subcontractors to agree in writing to restrict the use and redistribution of the data sets as provided in this paragraph.

The Authority is requesting that all interested Contracting Parties within the Central Regional Wastewater System (CRWS) sign as indicated below in agreement with the terms of the above License. After receiving the signed acknowledgement, the radar rainfall data for Fiscal Year 2002 will be available upon request from the Authority.

Name: MICHAEL E. MURPHY

Signature: Michael E. Murphy

Title: DIRECTOR OF PUBLIC WORKS

Contracting Party: _____

Date: 5/16/02

Return to:

Mr. Randy Brooks, P.E.
Manager, Wastewater Services Planning
Trinity River Authority of Texas
P.O. Box 240
Arlington, Texas 76004-0240

WTR Conservation

Addison Parks Water Conservation Plan
May 6, 2002

#	Dallas Water Conservation Plan	Addison's Current Conservation Plan	Addison's Proposed Conservation Plan
1	No irrigation water running from 10 a.m. to 6 p.m. from June 1 to September 30.	Year round watering between the hours of 10 p.m. and 7 a.m.. No current regulations on residential and commercialhours of watering.	Continue practices currently employed by Parks Dept. Implement these restrictions for both commercial and residential customers with exemptions for newly installed plantings
2	All new irrigation systems must have rain and freeze sensors.	All new commercial irrigation systems must have freeze sensors. All electric powered controllers have freeze sensors installed. All new irrigation systems must have freeze and rain sensors.	All new commercial irrigation systems must have rain and freeze sensors installed. Provide an incentive to get residential customers to conform as well. All existing Parks Dept. electrically powered irrigation systems must have rain and freeze sendors installed by November 1, 2004.
3	Make sure irrigation water will not fall excessively on sidewalks, streets or driveways (no miss-aligned heads or poorly placed heads).	All new commercial development must submit irrigation plans that are drafted by a licensed irrigator for review by the Parks Dept. to ensure that good design practices are employed. Any design flaws must be corrected and resubmitted prior to issuance of a building permit. All Parks Dept. irrigation systems are professionally contract designed by licensed irrigators, reviewed and inspected during the installation. Any deficiencies on existing systems is noted and corrected as soon as possible.	Continue with current practices.
4	No poorly maintained irrigation systems (broken or missing heads, miss-aligned heads, leaky valves, broken laterals) are allowed.	Parks staff performs routine maintenance of the Town's irrigation systems and promptly repairs any problems observed. Grounds maintenance staff and the Police Dept. report on any problems observed in the field. Parks Dept. management personnel notify any commercial properties of any needed irrigation system repairs that are observed.	Continue current Parks Dept. practices. Issue a warning to commercial consumers who do not promptly repair systems once notified, and then issue fines if the repairs go unheeded.
5	Do not run irrigation systems during precipitation events.	Parks irrigators turn systems off in advance of, and during, rain events. All newly installed systems on large areas are controlled by a central computer system linked to a weather station capable of automatic rain shut down.	Continue with current Parks Dept. practices. Issue warnings to any commercial and residential customers whose system(s) runs during precipitation events with subsequent fines if the offense repeats.
6	All handheld water hoses and soaker hoses are allowed.	Same	Continue allowable practices.
7	Violations are from $250 to $2000.	No current fines are in effect.	Allow for issuance of fines ranging from $250 to $200 for offenders. Determine who can issue fines and, if possible, expand this capacity to a greater number of competent staff.
8	Initiate conservation tier for retail water rates. If use more than 15,000 gallons, pay $3.04 per 1000 gallons. Residential customers that use more than 25,000 gallons will see an additional $12 charge on that month's billing.	No current tiered rates are imposed through the Parks Dept. This aspect of water conservation does not directly apply to the Parks Dept.	Work with the Water Dept. to establish a conservation tier for retail water rates. Establish separate criteria for residential and commercial customers with penalties for high water usage and incentives for low water consumption. Reward conservation and penalize wastefulness.
9	Expand water conservation education (free handouts, radio and television advertisements, information on internet web site and on city's cable television channel.)	No current system in effect.	Implement water conservation education through free handouts, information on the internet web site, informational meetings, etc.
10	Expected to reach 5% reduction of water over a 2-year period.	Attempting to reduce water consumption whenever possible through the practices outlined above.	Attain a 5% reduction in water usage over a two-year period.

Water Conservation Facts

Opening:

- The Dallas Metroplex is expected to grow by XX% in the next five years and is quickly reaching capacity on water consumption
- Anticipated peak demands projected to exceed capacity by 2007
- Addison shares water sources with the Dallas Metroplex

Did you know?

- The typical lawn receives twice as much water as required
- During warm weather months, 50%-80% of your water bill is spent on outdoor usage
- Native and adaptive plant require 80% less water than non-native
- 75% of the in home water usage is in the bathroom
- A toilet with a silent leak can waste 2,70 gallons of water a month – that's a cost of $XX to you

What can you do?

- Fix leaky toilets (use the Leak Detector tablets)
- Plant native and adaptive plants that require 80% less water!
- Check the chart to find out how often your grass needs to be watered
- Water during early morning hours
- Shorten show
- Use a low flow toilet or a water displacement device in older toilets
- Turn the water off while you brush your teeth
- Wash only full loads of clothes and full loads of dishes
- Fix Leaks, which can account for 10% or more of the water bill

What is Addison doing?

-

Dallas Water Utilities

Water Conservation Program

Wholesale Customer Cities Meeting

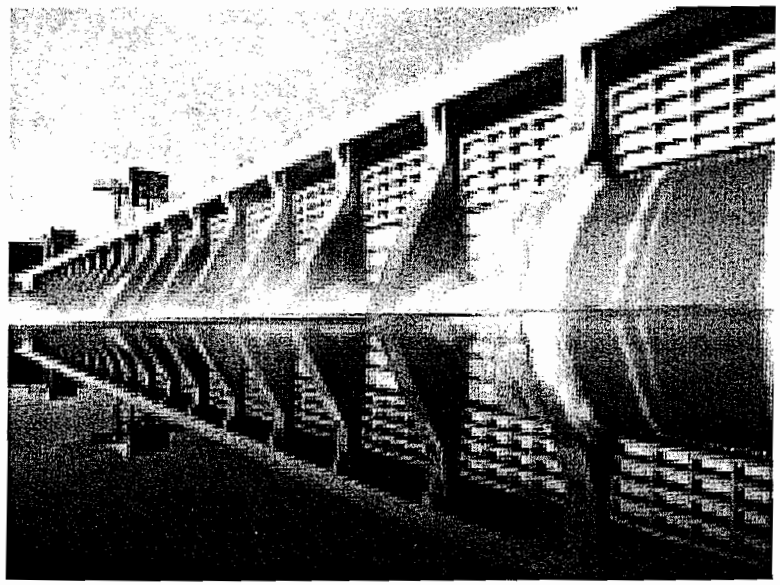
April 19, 2002

Mike Murphy

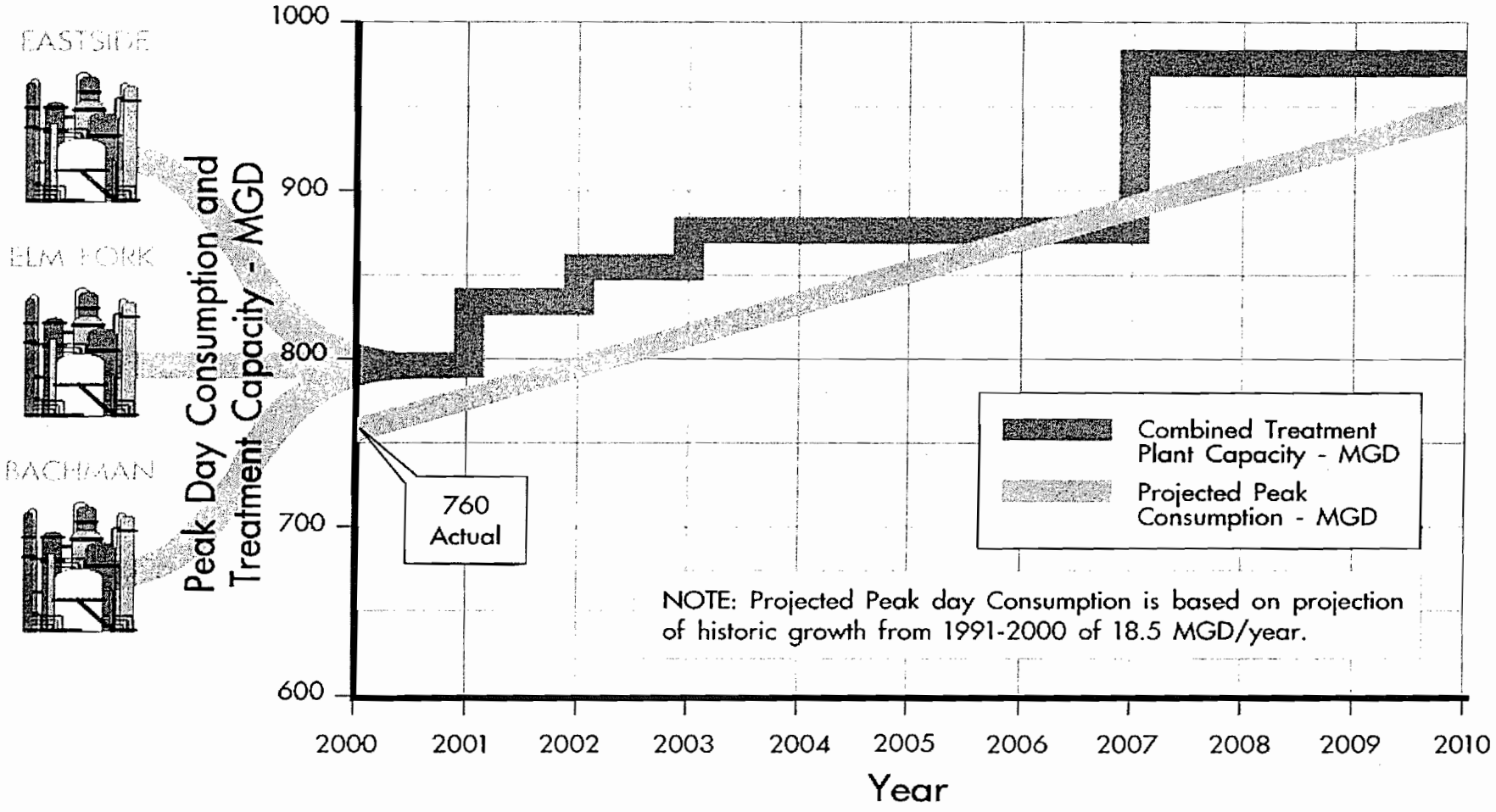
Town of Addison

Program Goals

- Reduce per capita water use/demands
- Reduce indoor/outdoor water use
- Defer the need to build new facilities
- Public education

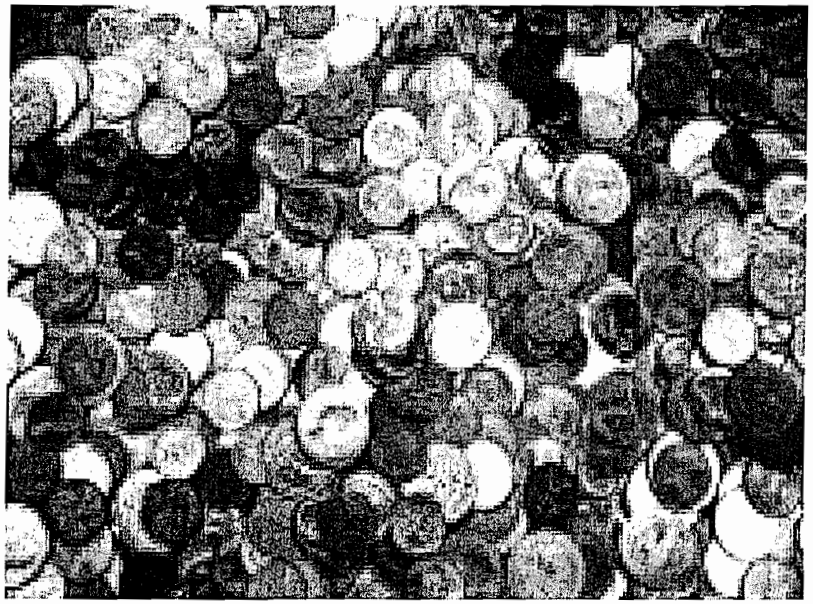


TREATMENT WATER SYSTEM & PEAK DAY CONSUMPTION
DALLAS WATER UTILITIES



October 2001 -- 4th Tier Water Rates

- Residential customers using more than 15,000 gallons of water a month pay a higher rate for that water
- Commercial customers using more than 10,000 gallons and more than 1.4 times their annual monthly average also pay a higher rate for that water

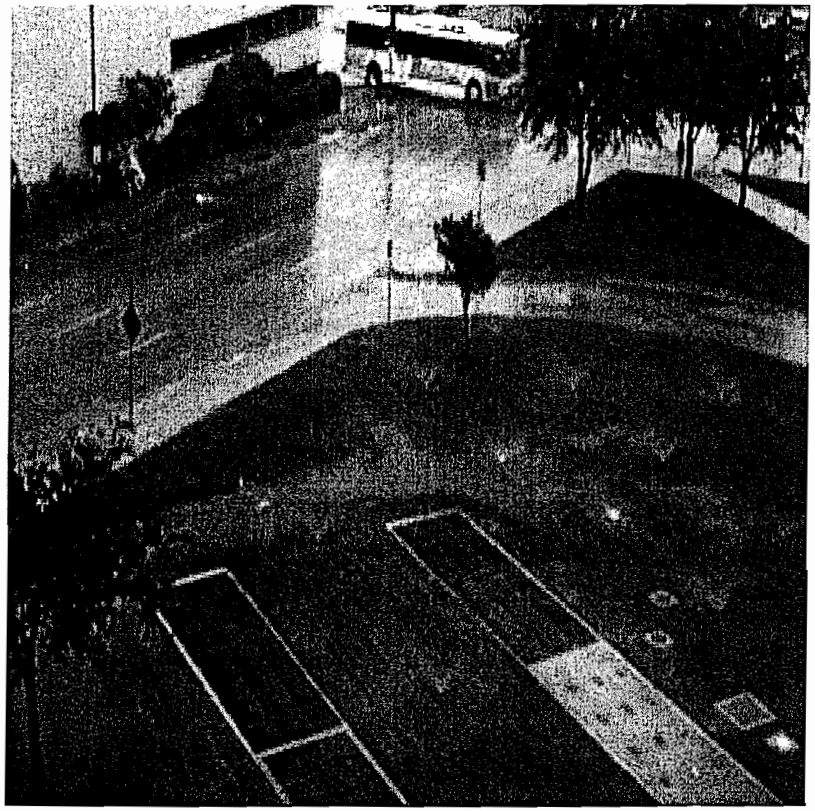


Lawn & Landscape Irrigation Restrictions

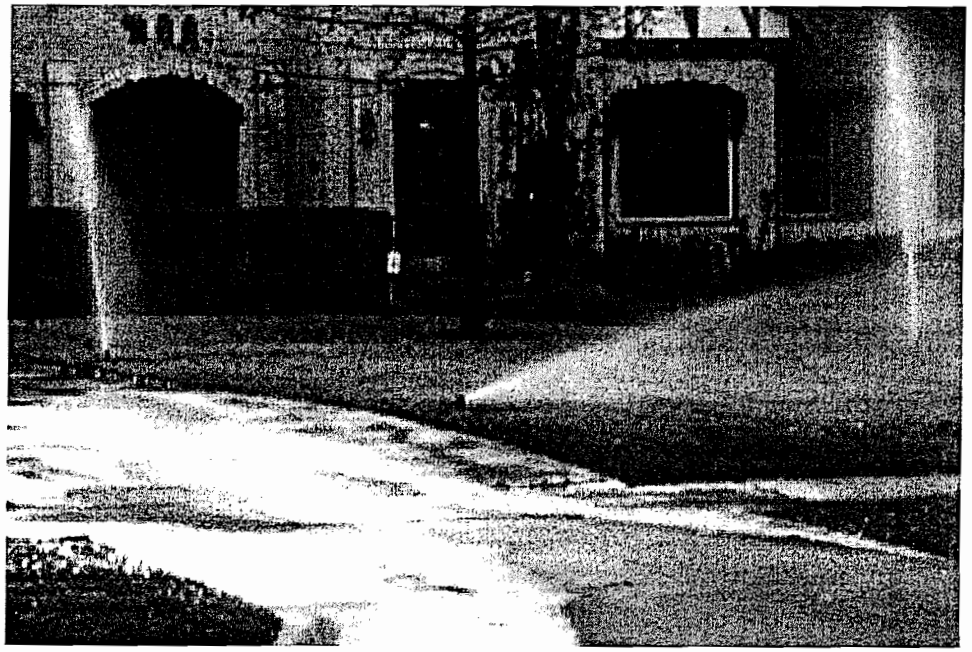
- Watering between the hours of 10 a.m. and 6 p.m. from June 1-Sept 30.

Lawn & Landscape Irrigation Restrictions

- Watering during any form of precipitation.

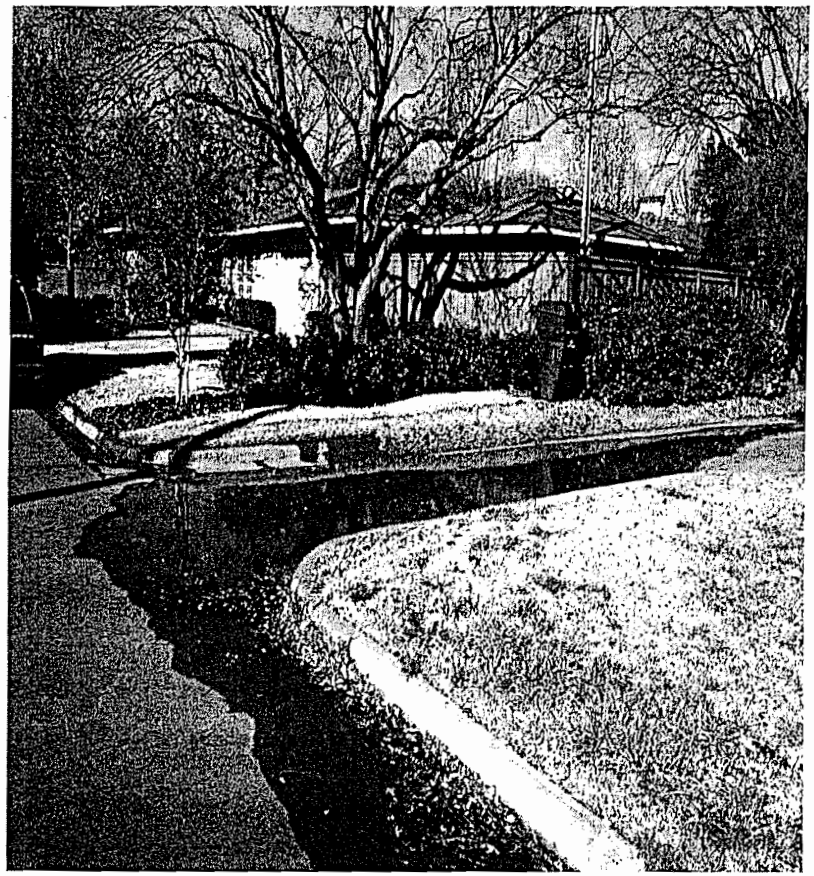


Lawn & Landscape Irrigation Restrictions



- Watering in a manner that causes runoff, including missing or broken sprinkler heads that leads to water waste.

Lawn & Landscape Irrigation Restrictions



- Allowing a substantial amount of water to fall upon impervious areas such as sidewalks, driveways, streets or other areas such that a constant stream of water is overflowing from a lawn or landscape onto a street or other drainage area.

Sprinkler System Rain Sensors & Freeze Gauges

- Changes to the plumbing code
  - Any <u>new</u> irrigation system installed on or after January 1, 2002 must be equipped with rain sensors and freeze gauges
  - Irrigation systems installed before that date have until January 1, 2005 to add them.

Lawn & Landscape Watering Exceptions

- Hand watering is permitted at any time
- The use of soaker hoses is permitted at any time

Enforcement

- Being handled by Code Enforcement Department
  - A warning is issued for the first violation
  - Subsequent violations will result in a fine of not less than $250 or not more than $2,000

Media Plan

- Phase I
  - Timing
    - April 15-May 30
  - Goal
    - To educate public on provisions of water conservation ordinance by June 1
  - Audience
    - DWU Retail Customers
  - Advertising
    - Door Hangers, Print Advertising, Radio Outreach through Metro Traffic Sponsorship (message aired on 18 stations)

Media Plan

- Phase II
  - Timing
    - June 1-September 30
  - Goal
    - Continue to educate consumers about the importance of water conservation and ultimately help them become more responsible about water use.
  - Audience
    - DWU Retail Customers and residents of other cities
  - Advertising
    - TV, Outdoor, Radio and Special Promotions

Customer Cities' Role

- Adopt like measures consistent with DWU's Water Conservation Program and Water Management Plan.
- Continue to set positive example for public by examining internal systems and taking corrective action to avoid water waste.
- Partner with DWU in educating other Public and Private sector organizations on the importance of water conservation.

2001 Annual Drinking Water Quality Report

Why are you getting this report?
In 1999, the EPA and the Texas State Legislature mandated all drinking water suppliers to report annually to their customers on the quality of their water. Over the past year, the Texas Natural Resources Conservation Commission (TNRCC), Dallas Water Utilities, and Addison Public Works continuously tested your drinking water. This report provides these test results as well as health information.

Providing safe drinking water is the highest priority of the Addison Public Works Department. We will continue to test for quality that meets or exceeds the state and federal standard testing requirements.

Your participation is welcome
Addison Public Works is a department of the Town of Addison and is governed by the Addison City Council. The City Council meets bi-monthly on the second and fourth Tuesday of each month. For information about meetings and how to register as a speaker, contact the City Secretaries office at 972-450-7018.

For questions concerning this report:
Town of Addison Public Works Department: 972-450-2871

Special notice for people with weakened immune systems
Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The Environmental Protection Agency (EPA) and Center for Disease Control and Prevention (CDC) guidelines on the appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available form the Safe Drinking Water Hotline at 800-426-4791.

Where does your water come from?
In Addison, our drinking water is supplied by the city of Dallas. Dallas obtains its water from Elm Fork of the Trinity River as well as Lakes: Ray Roberts, Lewisville, Grapevine, Ray Hubbard, and Tawakoni. It is regulated by the Texas Natural Resource Conservation Commission (TNRCC). Dallas treats the water before distribution at three

separate treatment plants. Currently, the TNRCC is reviewing all of the Texas drinking Water Sources and plans to complete the assessment process within three years.

All drinking water may contain contaminants
When drinking water meets federal standards, there may not be any health-based benefits to purchasing bottled water or point of use devices. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline at 800-426-4791.

About the information in this report
This report lists all of the federally regulated and monitored constituents that have been found in your drinking water. The EPA requires water systems to test up to 97 constituents.

Secondary Constituents
Many constituents (such as calcium, sodium or iron), which are often found in drinking water, can cause taste, color and odor problems. The taste and odor constituents are called secondary constituents and are regulated by the State of Texas and the EPA. These constituents are not causes for health concerns. Therefore, secondaries are not required to be reported in this document, but they may greatly affect the appearance and taste of your water.

Definitions
In order to better understand the results, please refer to this list of definitions and acronyms:

MCLG	Maximum Contaminant Level Goal – The level of a contaminant in drinking water below which there is no known or expected health risk. MCLG's allow for a margin of safety.
MCL	Maximum Contaminant Level – The highest permissible level of a contaminant in drinking water. MCL's are set as close to MCLG's as feasible using the best available treatment technology.
TT	Treatment Technique – A required process intended to reduce the level of a contaminant in drinking water.
AL	Action Level – The concentration of a contaminant, which, if exceeded, triggers treatment or other requirement that a water system must follow.
NTU	Nephelometric turbidity units (measures turbidity of water)
MFL	Million fibers per liter (measures of asbestos)
pCi/l	Picocuries per liter (measures radioactivity)
ppm	Parts per million or milligrams per liter
ppb	Parts per billion or micrograms per liter
ppt	Parts per trillion or nanograms per liter
ppq	Parts per quadrillion or picograms per liter

Inorganics

Year	Constituent	Highest level at any sampling point	Range of detected levels	MCL	MCLG	Unit of measure	Source of constituent
2001	Barium	0.041	0.0180-0.0410	2	2	ppm	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.
2001	Fluoride	0.7	0.4000-0.7000	4	4	ppm	Erosion of natural deposits; Water additive that promotes strong teeth; Discharge from fertilizer and aluminum factories.
2001	Nitrate	1.49	0.4500-1.4900	10	10	ppm	Runoff from fertilizer use; leaching from septic tanks, sewage; Erosion of natural deposits.
1999	Nitrate	0.03	0.0000-0.0300	1	1	ppm	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
2001	Selenium	2.6	0.0000-2.6000	50	50	ppb	Discharge from petroleum and metal refineries; Erosion of natural deposits; Discharge from mines.
2001	Sodium	42.5	11.4000-42.5000	NA	NA	ppm	Erosion of natural deposits; By-product of oil field activity

NA=MCL not applicable – not regulated. Special monitoring required

Organics

Year	Constituent	Highest level at any sampling point	Range of detected levels	MCL	MCLG	Unit of measure	Source of constituent
2001	Simazine	0.42	0.4200-0.4200	4	4	ppb	Herbicide runoff.
2001	Atrazine	0.32	0.3200-0.3200	3	3	ppb	Runoff from herbicide used on row crops

Disinfection By-Products

Year	Constituent	Highest level at any sampling point	Range of detected levels	MCL	MCLG	Unit of measure	Source of constituent
2001	Total Trihalo-methanes	36.1	6.30-85.00	100	0	ppb	By-product of drinking water chlorination.

Unregulated Contaminants

Year	Constituent	Average of all sampling points	Range of detected levels	Unit of measure	Reason for Monitoring Unregulated Contaminants
2001	Chloroform	21.37	21.3700-21.3700	ppb	Unregulated contaminant monitoring helps the EPA to determine where certain contaminants occur and whether it needs to regulate those contaminants.
2001	Bromoform	0.47	0.4700-0.4700	ppb	
2001	Bromodichloromethane	12.33	12.3300-12.3300	ppb	
2001	Chlorodibromomethane	5.73	5.7300-5.7300	ppb	

Turbidity

Turbidity has no health effects. However, turbidity can interfere with the disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses and parasites that can cause symptoms such as nausea, cramps, diarrhea, and associated headaches.

Year	Constituent	Highest single measurement	Lowest monthly % of samples meeting limits	Turbidity limits	Unit of measure	Source of constituent
2001	Turbidity	0.55	99.44	0.5	NTU	Soil runoff.

Lead and Copper

Year	Constituent	The 90th percentile	Number of sites exceeding action level	Action level	Unit of measure	Source of constituent
2001	Copper	0.5610	0	1.3	Ppm	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservations.
2001	Lead	6.0000	0	15	Ppb	Corrosion of household plumbing systems; Erosion of natural deposits.

Fecal Coliform: Not Detected

Violations

The Town received one violation notice during the year as explained below.

Violation Type	Explanation	Health Effects	Duration	Steps to Correct
Routine Coliform monitoring	Not enough samples	Failure to monitor or monitoring inadequately makes it impossible to know if indicator bacteria (total coliforms) are present in the water. Therefore, consumers do not have the opportunity to consider alternatives to potentially contaminated water.	3/1/2001 to 3/31/2001	Ensure proper number of samples are collected.

TOWN OF ADDISON ®

PUBLIC WORKS DEPARTMENT (972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010 16801 Westgrove

December 13, 1999

Bill R. Smith
Trinity River Authority of Texas
Northern Region Office
P.O. Box 240
Arlington, TX. 76004-0240

Re: Water Conservation and Drought Contingency Program Annual Report

Dear Mr. Smith,

Please find attached a completed questionnaire as it relates to the Town of Addison Water Conservation Program. Included is a copy of the Towns Water Conservation Ordinance, schedule of water rates, water contract with the City of Dallas and brochure with conservation ideas.

If you need any additional information, please do not hesitate to contact me at (972) 450-2878.

Sincerely,

Michael E. Murphy, PE
Assistant Director/Public Works

Return completed form to:

Bill R. Smith
Manager, Development
Northern Region
5300 South Collins
P.O. Box 240
Arlington, Texas 76004-0240

For Questions and Information call:
Municipal Water Conservation Unit
(512) ~~463-7989~~ 936-2391

Water Conservation and Drought Contingency Program Annual Report

TWDB Code No.

Mr. Bill R. Smith
Manager, Development-Northern Region
1999

Texas Water Development Board (TWDB) "Rules Relating to Financial Programs" require that recipients of TWDB financial assistance for which a water conservation and drought contingency program is required, shall report annually to the TWDB's Executive Administrator. The report must contain information on the **implementation, public response,** and **effectiveness** of the water conservation program. The required annual reports should be submitted within sixty (60) days after the anniversary date of loan closing until all financial obligations to the state have been discharged.

The following questions are designed to provide the TWDB this information in a concise and consistent format for all loan recipients. Please fill in all blanks that pertain to your program as completely and objectively as possible. **If you need additional space or wish to attach a separate report, please feel free to do so using the same numbering sequence.**

IMPLEMENTATION PROGRESS

Long-Term Water Conservation Program

1. **Education and Information Program**

During the past 12 months, 5,000 (total number) water conservation brochures were mailed or otherwise distributed to utility customers during the months of July/Sept. Approximately 3,500 (number) brochures were distributed to customers through mailouts, 500 as handouts at the utility office, and 1,000 through field employees or other means. Also, 0 news articles were submitted and published in the _____ (newspaper, newsletter). In addition, water conservation messages were printed on bills during the months of N/A (Please attach example.) (SEE ATTACHMENT #1)

In addition, the following education activities were conducted during the reporting period (presentations, school programs, exhibits, television, radio etc). None.

(Please attach copies of materials as appropriate)

2. **Water Conservation Plumbing Code**

Which plumbing code does your utility follow? 1997 U.P.C.
Does this plumbing code include special water conservation requirements? None other than future restrictions.

3. **Water Conservation Retrofit and Plumbing Rebate Programs**

Have you conducted a plumbing retrofit or rebate program during the last 12 months? No
If yes, approximately N/A households receive kits/rebates
Please describe your program and list specific retrofit items provided or types of fixtures rebated. N/A

4. **Conservation - Oriented Rate Structure**

Please provide your current water and wastewater rate schedule in the space below, or attach a preprinted rate schedule to this report.

See Attachment #3

Have your rates or rate structure changed since your last report? Yes. If yes, please describe the changes or attach a copy of the old and new rate structures. Overall rate decrease (See attachment #3) 5%

If you purchase water from a wholesale supplier, please list the supplier(s) Dallas Water Utilities and the rates you are charged by them See Attachment #2 Is this a "take or pay" contract? Yes* If yes, what is your minimum volume to take? 10.1 gallons/day.

*. We pay a fixed fee for plant capacity and then an additional fee for the actual water used. See attachment #2.

5. **Universal Metering and Meter Repair**

During the past 12 months, what is the approximate number of:

Production (master) meters	tested 11	repaired 4	replaced N./A.
Meters larger than 1½"	tested 45	repaired 12	replaced N/A
Meters 1½" or smaller	tested 26	repaired N/A	replaced 180

In the system there are 5 production (master) meters. In addition, there are 566 meters larger than 1½", and 2600 meters 1½" or smaller.

6. **Water Audits and Leak Detection**

The amount of water purchased or produced during the last 12 months was 2,192,032,000 gallons.
The amount of water sold through metered accounts during the last 12 months was 1,952,040,000 gallons.

What is the percent of unaccounted-for water in your utility? 7 percent. How often do you audit or account for the water in your system? once a month List source and amount in gallons for the last 12 months, if known, of metered and unmetered water that is accounted for but not sold (line flushing, city facilities, cemetery, etc.).

Line flushing - 360,000 estimated
Water leaks - 400,000 estimated
Stuck meters - 300,000 estimated

During the last 12 months, 11 leaks were repaired in the system. Approximately 3 of these leaks were in main lines, 8 were at service connections, _____ were fire hydrants, and _____ were at other points. What types of equipment or methods do you use to locate leaks in your distribution system?

Visual and Schonstedt leak detection equipment.

Approximately how much has your accountability improved as a result of leak repair? For example: a 10 gpm leak that has gone unrepaired for at least 10 days has lost 144,000 gallons of water. (10 gpm x 60 min/hr. x 24 hr./day x 10 days)

300,000 Water main breaks
8 x 15 gpm x 60 min/hr x 24 x 25 days = 4,320,000
300,000
4,620,000 Total

7. **Water-Conserving Landscaping**

Please list any water-conserving landscaping programs, educational activities, or ordinances enacted during the last 12 months. Drought contingency & water conservation plan (see attached). # 4

8. **Recycling and Reuse of Water or Wastewater Effluent**

What types of water recycling or reuse activities, such as golf course irrigation, recycling filter backwash, or effluent reuse for irrigation or effluent chlorination, etc. are practiced by your utility? Not applicable to our system.

This recycling or reuse amounted to approximately N/A gallons per month for N/A months during the reporting period.

9. **Other Comments**

List any other water conservation activities your utility is conducting.

See Drought contingency/Water conservation ordinance attached
Attachement #4.

Emergency Water Demand Management or Drought Contingency Plan

10. During the past 12 months, the Emergency Demand Management or Drought Contingency Plan was activated for 0 days, beginning on N/A and ending on N/A.
The reason for activation was N/A

Water demand was reduced by approximately 0 gallons per day.

PUBLIC RESPONSE

11. Briefly describe any public response your utility has received regarding the water conservation and/or the emergency water demand management program. Public response was minimal. The Town of Addison never reached the point of critica use.

EFFECTIVENESS OF THE PROGRAM

12. In your opinion, how would rank the effectiveness of your utility's program?

Very effective _____ Effective _____ Somewhat effective X
Less than effective _____ Not effective _____

13. Does the operations staff of your utility review the conservation program on a regular basis?
Yes If so, how often? Annually

14. What types of problems did your utility encounter in implementing the program during the last 12 months? None encountered.

15. What might your utility do, or what could the TWDB do, to improve the effectiveness of your program? *Short of mandatory rationing or restrictions, public awarenessprograms through media and brochures are available and are currently being used.

16. How much additional expense has your utility incurred in implementing this program during the reporting period (literature, materials, staff time, etc.)? $ 5,000.00

17. Approximately how much water would you estimate your utility saved during the reporting period due to the overall conservation program? 4.6 million gallons

What is the estimated dollar value to the utility of this water savings? $ 4.6 over 365 day * 1.43 /1000

18. Approximately how much would you estimate your water accountability has improved during the reporting period as compared to the previous 12 months? None %

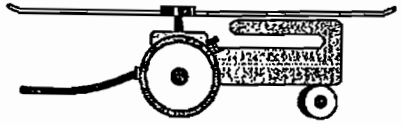
To ensure we address future correspondence to the proper person, please type or print the following:

Name	Title	Phone	Date
Mike Murphy, P.E.	Assistant Dir./Public Works	972/450-2878	12/13/

* For a list of free technical assistance services available from the TWDB, please write or call at (512) 463-7955.

* ATTACHMENT #1

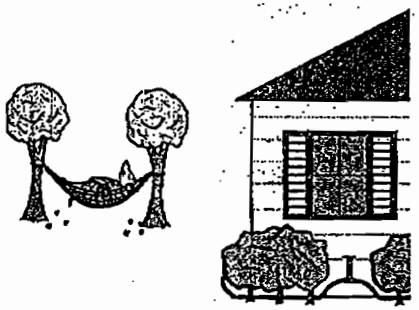
The most common type of irrigation system is the sprinkler attached to the end of a garden hose. Use low-angle sprinklers that produce droplets of water.



The most efficient types of hose-end sprinklers are impact and traveling sprinklers. Avoid sprinklers that spray the water high into the air or produce a mist or fine spray since much of the water is lost through evaporation.

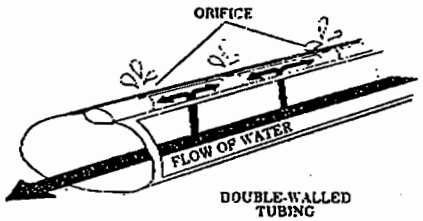
Drip Irrigation

The preferable irrigation system for shrub beds, gardens, and trees is a drip system. There are several types of drip irrigation systems. The most common are (a) double-walled tubing, which is usually installed above ground; (b) single-walled tubing, which can be installed above or below ground; (c) membrane soaker



pipe, which is usually installed underground; and (d) bubblers, which can be attached to the end of a hose. Even the common soaker or sprinkler hose can be used as a drip system if the hose is turned with the holes facing down and the water flow rate is kept very low.

For more information and advice on using drip irrigation, contact a licensed landscape irrigator, a reputable dealer, your County Extension Agent, or the Texas Water Development Board.



Use Mulches

Use mulches in flower and shrub beds. Mulches cover and shade soil, minimize evaporation, reduce weed growth, and slow erosion. Mulches can also add a decorative appearance to the landscape.

Organic mulches are typically bark chips, wood chips, or pole peelings. Inorganic mulches include rock and various gravel products. Man-made mulches include plastic film, old newspapers, and fiberglass net. Place mulch directly on the soil or on fabric that can "breathe." Avoid using sheet plastic in planting areas.

Improve the Soil

Shape the soil to protect against erosion and use conditioners to promote water penetration and retention.

- Shape the soil into earthen basins around all shrubs.
- If the original soil is rocky, sandy, shallow, or a heavy clay, the soil can be improved by adding two to four inches of organic material such as peat, compost, or rotted manure.

Use Water-Wise Plants

Nearly every plant has a place in a water-wise landscape. It is not which plant you use, but where you put it that counts. Three different plant zones have been suggested for water-wise landscapes on the basis of watering needs and frequency.

- Regular Watering Zone
- Occasional Watering Zone
- Natural Rainfall Zone

By zoning the plants in the landscape according to their water requirements, you prevent having to overwater one plant type to meet the need of another. Native and adapted plants will use less water and be resistant to local plant diseases and pests.

Contact your County Extension Agent, the Texas Department of Agriculture, or the Texas Water Development Board for a list of low-water-demand plants that are adapted to your area of the state.

WC-6 8/94 94-0667

Conservation

Texas Water
Development Board
P. O. Box 13231
Austin, Texas
78711-3231

Printed on recycled paper

Conservation

Saving Water Outside the Home

Why Conserve Water?

Growing populations, coupled with rising development costs for water and wastewater facilities, are straining the ability of some communities and utilities to meet demand, especially during the summer.

During the winter, 90 percent or more of household water use occurs inside the home. However, in the summer, lawn watering and other outdoor uses can account for 50 to 80 percent of home water use. Yet, studies have shown that as much as half of this outdoor use is wasted through poor watering practices.

This brochure contains water-saving tips for outdoor water use. If followed, these water-wise tips can save money by reducing water bills and can help conserve the state's precious water resources.

Water-Wise Steps to Follow

By following these watering tips, outdoor water use can be reduced significantly and the resulting savings in your water bill can be substantial, particularly if you live in an area that charges more to use water during the summer. *(Check your monthly bill to see if the water supplier has a summer surcharge or excess use fee.)*

The first step in watering efficiently is to recognize that different areas require different amounts of water. For example, grass areas should be watered separately from shrubs, flowerbeds, and other plants, and landscape plants should be zoned according to similar water needs. For the best results, the type of watering system should be selected based on the landscape arrangement and types of plants.

The second step is to use proper watering equipment. Grass areas are best watered with sprinklers. Trees, shrubs, flowers, and groundcovers can be watered efficiently with low-volume drip, spray, soaker, or bubbler emitters and devices.

The third step in efficient watering is to keep equipment well-maintained. Regular adjustment of the irrigation system can save water and money.

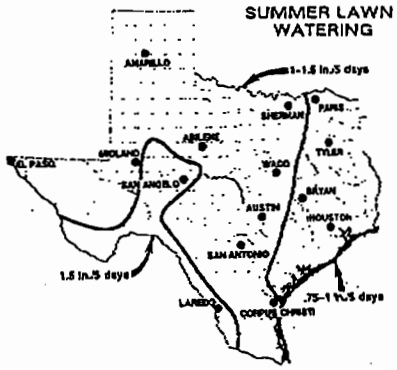
Lawn Watering Practices

Studies have shown that the typical lawn often receives twice as much water as required to maintain healthy grass.

- Know when to water by closely observing the grass. Either use a moisture probe or wait for signs of stress, such as a dull green color, footprints that remain visible after walking on the lawn, or curled blades of grass, before watering.
- To water efficiently, first determine how much water your sprinkler applies:

  1. Set three to five empty cans at different distances from the sprinkler, with the last can near the edge of sprinkler coverage.
  2. Run the sprinkler for 30 minutes.
  3. Add the number of inches of water in all the cans and divide the total by the number of cans to obtain an average.
  4. Multiply the average by two to determine how many inches of water are applied in one hour.

- To determine how many inches of water to apply to a Bermuda grass lawn in the summer, locate your area on the Texas map. Subtract the rainfall you received since the last watering from the amount shown on the map for your area. Run the sprinkler for the correct amount of time (based on the number of inches the sprinkler applies in an hour). St. Augustine needs about 15 percent more water than Bermuda grass.
- To find out how often to water in the summer, locate your grass type in the table of Watering Frequency for Turf Grass.



Watering Frequency for Turf Grass

Grass Species (Adapted Region)*	How Often to Water
Buffalo grass (2,3,4,5)	Every 2-5 weeks**
Bermuda grass (6)	Every 7-10 days
Centipede (1)	Every 7-10 days
Zoysia (2,3,4,5)	Every 7-10 days
Carpetgrass (1,2)	Every 5 days
St. Augustine (1,2,5)	Every 5 days
Tall Fescue (4)	Every 4 days
Bluegrass (1,4)	Every 4 days

*1-East Texas; 2-South Texas; 3-West Texas; 4-North Texas; 5-Central Texas; 6-Statewide.

**May not need watering at all in many areas of Texas.*

- Water during the early morning or evening hours since evaporation losses will be up to 60 percent higher during the day. Do not water on windy days. Set sprinklers so the lawn is watered, not sidewalks and driveways.
- Use an overlapping sprinkler pattern to cover the lawn evenly.
- Lawns on sandy soil require more frequent watering than lawns on loam or clay soils. Water can be applied less often to clay and loam soils, but it should be applied more slowly to prevent runoff.
- To avoid runoff on sloping areas, place sprinklers near the top of the slope. Apply water slowly for 5-15 minutes, turn off the water for 15 minutes, then turn it back on for 5-15 minutes, etc., until the correct amount of water has been applied.

Lawn Maintenance Practices

- Do not cut the grass too short. Longer blades of grass will reduce evaporation and root stress since shaded soil will not dry out as quickly.
- Mow regularly with a sharp blade so that only 1/2 to 3/4 of an inch of grass is cut off each time. This practice will prevent the grass from turning yellow.
- Control any insects that attack the lawn.
- A reasonable amount of fertilizing is necessary to develop the root system and keep the lawn healthy. But, too much fertilizing will lead to excessive growth, which will then require more irrigation. If the grass clippings are left on the lawn, little, if any, additional fertilizer will be needed.

Fertilizers contain different amounts of three major ingredients—nitrogen, phosphorus, and potassium. The proportion of each element is indicated on every fertilizer container. For example, 15-5-10 indicates 15 percent nitrogen, 5 percent phosphorus, and 10 percent potassium. Fertilizer with a 3-1-2 ratio of nitrogen, phosphorus, and potassium is recommended to help grass withstand stress, and a slow-release nitrogen fertilizer helps plants use less water. To determine the rate of application and the type of fertilizer best suited for the soil in your area, call your County Extension Agent.

Select a Suitable Irrigation System

Sprinkler Irrigation

Automatic sprinkler systems can provide an efficient method of irrigating lawns because timers and flow controls turn the system off after a predetermined amount of water has been applied. Be sure to adjust the run time and frequency of the system according to weather and seasonal conditions, as well as the needs of your plants. Use low-angle sprinkler heads that produce droplets of water instead of a mist or fine spray.

If a sprinkler system is installed for shrubs, an upright pipe extension may be necessary to avoid obstructions and allow even watering for all the plants.

EXHIBIT A

MEMORANDUM OF AGREEMENT

ATTACHMENT #2

1. Purpose: The purpose of this agreement is to settle current rate disputes, and to provide a basis for determining rates in the future.

2. Water System Policy: Dallas operates a water system to provide safe and reliable water supply, adequate for the current water use and future growth of Dallas and customer cities, and to avoid any substantial subsidization of any class of customers by any other class of customers.

3. Responsibilities:

   a. Dallas is responsible for planning, financing, constructing and operating the water supply system to the extent permitted by available water revenues, for developing cost of service information to support rate changes, and for informing customer cities of changes and financial data.

   b. Customer cities are responsible for keeping Dallas informed concerning their projected water supply needs and operating requirements, for planning and managing their system to promote water conservation and efficient system operation, and for paying rates adequate to cover costs incurred in providing service to them.

4. Rate Setting Principles (for wholesale treated water)

   a. Revenue requirements are to be determined on utility basis, at original cost.

   b. Dallas is to receive a rate of return on rate base equal to embedded interest rate plus 1.5%, which is agreed to be an adequate return to cover its costs and risks and as compensation for ownership and management responsibilities.

   c. All existing and future reservoirs and associated facilities are to be included in common rate base. Customer cities as a class, shall pay their proportionate share of costs for reservoir storage, including that portion held for future use. Initially, customer cities shall cover 26% of total reservoir costs. This percentage shall be increased or decreased in direct proportion to future changes in actual usage in conjunction with periodic cost of service studies. (Dallas pays the balance.) Allocation of other costs is to be based on current use.

   d. There will be a two part rate (volume and demand), with allocation of costs in rate design to encourage efficient operation of water system.

   e. At the end of ten years, and each ten years thereafter, the City of Dallas or a majority of customer cities who are a party to this agreement may request a review of the above rate setting principles; and if so, the principles shall be subject to renegotiation.

5. Initial Rates and Rate Base Allocations: The initial rates accepted under this agreement are:

Rate of Flow Controller Cities - 10.42¢/1000 gal and $36,793/mgd

Flat Rate Cities - 43.04¢/1000 gal

Initial Rate Base Allocations shall be as follows:

Reservoirs	25.7%
Raw Water Transmission	19.4%
Purification Facilities	19.4%
Treated Water Transmission	19.4%
Distribution	2.3%
Other/Administration	14.4%

Dallas will prepare a cost of service study to support these rates and allocations, and will submit it to the customer cities to review and accept prior to submission to the Texas Water Commission.

6. Term: The term of this agreement is thirty years, and such additional periods as the parties may agree upon.

7. Approved changes: Changes in the rate setting principles or other conditions may be made by mutual agreement of all parties at any time. If any state or federal governmental agency having jurisdiction disapproves any material part of this agreement during the term, the agreement is subject to cancellation by any party.

8. Individual contracts for wholesale water service between Dallas and customer cities will be consistent with this Memorandum of Agreement. Dallas and customer cities will honor their existing water service contracts.

9. Individual Interest in Reservoir the City of Dallas will negotiate with such customer cities that desire to purchase an individual interest in the present Dallas reservoir system. This offer to negotiate shall not extend past 9/1/82.

10. Execution of this agreement by the undersigned indicate that such individuals will recommend to their respective city councils or governing boards settlement of the rate controversy on the basis set forth herein.

City of Addison

By: [signature]

City of Farmers Branch

By: ____________________

City of Balch Springs

By: [signature]

Flower Mound Municipal Utility District #1

By: [signature]

Water Control and Improvement District No. 6

By: [signature]

City of Grand Prairie

By: [signature] City Mgr

City of Carrollton

By:

City of Ctchins

By:

City of Cedar Hill

By:

City of Irving

By:

City of Cockrell Hill

By:

City of Lancaster

By:

City of Coppell

By:

City of Richardson

By:

City of DeSoto

By:

City of Seagoville

By:

As approved by Resolution 79-83 attached hereto.

City of Duncanville

By:

City of Dallas

By:

By:

By:

5445B/dld

Effective Date: The above Memorandum of Agreement was approved by the governing body of the parties executing same. The rates provided for therein were implemented by an ordinance passed by the Dallas City Council on December 12, 1979 and the complaints of all customers executing such agreement were dismissed by the Texas Water Commission on December 17, 1979. Such agreement therefore became effective on December 17, 1979.

B. Meter boxes, service lines, laterals and other facilities necessary to provide service shall, upon installation, become the property of the city furnishing service.

C. The customer to be served will sign a contract with the city furnishing service, agreeing to abide by all the ordinances of that city which relate to the furnishing of said service.

D. The city requesting service hereunder hereby grants to the city providing such service authorization to go upon the public streets, roadways, alleys and easements of the former city for the purpose of installing, maintaining and removing such facilities as are necessary to provide service.

E. If at any time the city requesting service hereunder shall construct a main capable of providing water and/or wastewater service to any customer being served under the terms of this agreement, then upon request the city so providing the service shall terminate same, reserving the right to remove its meters and materials from the property previously served; provided, the customer shall have a reasonable time, not to exceed one month, to connect to the new service.

F. In the cases where a customer receives water service from one city and wastewater service from the other, the city furnishing water service will provide the other city with monthly meter readings and water consumption information on such customers and will permit appropriate employees of the city furnishing wastewater service to read and examine the meters serving such customers to determine the accuracy of readings so furnished and to permit appropriate employees of the city furnishing wastewater service to examine water consumption records of such customers, provided that no meter shall be removed or adjusted except by the city furnishing water service.

5. CLAIMS OF LIABILITY

It is further mutually agreed by Dallas and Addison that insofar as the services contemplated hereunder are performed by either city within the jurisdiction of the other city and to that extent only, Dallas, and Addison hereby mutually agree that they will release, hold harmless and defend the other city from all claims of liability which result from damage to property (real or personal) or persons arising directly or indirectly from the performance of the services provided for hereunder.

3. TEMPORARY RECIPROCAL SERVICES PROVIDED (1) DIRECTLY TO BORDERING CITIES AND (2) TO COMMERCIAL, INDUSTRIAL OR OTHER COMPLEXES NOT CONTEMPLATED BY PARAGRAPH 2.

When services are requested and it is determined by the city from which service is requested that the service is appropriate and can be offered without diminution of the level of service being provided to other customers of the servicing city, Dallas and Addison hereby mutually agree to provide temporary water and/or wastewater service on a reciprocal basis when (1) the service to be furnished is to be provided directly to the reciprocating city as the customer or, (2) the service to be furnished is for a commercial, industrial, or other customer not meeting the criteria for service consideration in paragraph 2.

The class of service contemplated by this paragraph 3 shall be offered at the option of the servicing city. Determination of service feasibility will be rendered upon written request being made by the city requiring service. Nothing contained herein shall require that either city will be compelled to offer service after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

Rates to be charged for this class of service shall be the rates established by ordinances of the servicing city.

The city requesting the service shall pay full cost of any extension, facilities or improvements required to make the service available. The amount of the charges shall be determined by the officials designated in paragraph 4.A. of this agreement.

4. GENERAL TERMS AND CONDITIONS

Service will be provided from mains in the public streets, roadways, alleys and easements existing along the common boundaries of Dallas and Addison under the following terms and conditions, which shall apply equally to either city:

A. The city requiring services shall initiate the request for reciprocal services by forwarding a written request for service. The request shall be accompanied by a map which identifies the location of the proposed properties. Approval of requests for service shall be in writing and will be forwarded or approved by the following:

For the City of Dallas	For the City of Addison
Director, Dallas Water Utilities City Hall 1500 Marilla Dallas, Texas 75277	Director of Water Utilities P. O. Box 144 Addison, Texas 75001

The class of service contemplated by this paragraph 2 anticipates a temporary connection until such time as the city requesting service will have water and wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located. Nothing contained herein shall require that either city will be compelled to accept a customer classed under this paragraph 2 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

A. Service will be provided to the following type customers whose properties are located immediately adjacent to or in reasonable proximity of the common boundary:

(1) Single family residences or duplexes where mains are not in place.

(2) Individual commercial and industrial properties containing no more than 200,000 square feet of building floor space, provided that commercial or industrial facilities in excess of 200,000 square feet consuming only nominal amounts of water or contributing only nominal amounts of wastewater may be considered as an exception to this provision.

(3) Specific residential subdivisions consisting of no more than 20 single family units and apartment complexes, townhouses or other types of multiple dwelling units consisting of no more than 35 single family units in the immediate area for which service is being requested.

B. The city providing the water and/or wastewater service contemplated herein shall charge the customer so served one and one-half times the rates and associated charges charged customers whose property lies within its own areas and boundaries.

C. As a precondition of receiving service, the customer being served may also be required to pay all or part of the costs determined to be necessary to extend service and to pay the normal service charges for the type service being offered. Applicability of costs of extending service shall be determined by the officials designated in paragraph 4.A. of this agreement. Normal service costs will be determined as contemplated by paragraph 1.C.

EXHIBIT F

RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT

1. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR SINGLE FAMILY RESIDENCES OR DUPLEXES - WHEN SERVICING CITY HAS MAINS IN PLACE

Dallas and Addison hereby mutually agree, that when mains of the servicing city are currently in place, to provide water and/or wastewater service to customers along public streets, roadways, alleys and easements upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

A. Service will be provided to single family residences or duplexes situated on no more than one acre of land located immediately adjacent to the common boundary.

B. The city providing the water and/or wastewater service contemplated hereunder shall charge the customer so served the same rates and associated charges as charged customers whose property lies within its own areas and boundaries.

C. The customer being served will be required to pay a connection service charge to the city furnishing service. The connection service charge shall be the then current amount established by the servicing city's ordinances. If a service charge is not specified by the current ordinances for the size or type service to be provided, the service charge shall be the servicing city's actual cost for rendering the service.

2. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR: (1) SINGLE FAMILY RESIDENCES OR DUPLEXES WHERE MAINS ARE NOT IN PLACE, (2) COMMERCIAL AND INDUSTRIAL COMPLEXES, (3) RESIDENTIAL SUBDIVISIONS, APARTMENTS OR TOWNHOUSES AND OTHER MULTI-DWELLING RESIDENTIAL UNITS.

Dallas and Addison hereby mutually agree to provide temporary water and/or wastewater service to customers along public streets, roadways, alleys and easements upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

EXHIBIT C

SPECIAL CONTRACT CONDITIONS/AGREEMENTS

At the date of the initial contract no special conditions or agreements were required.

It is contemplated that if special conditions or agreements pertaining to this contract are required in the future, this present Exhibit C will be replaced.

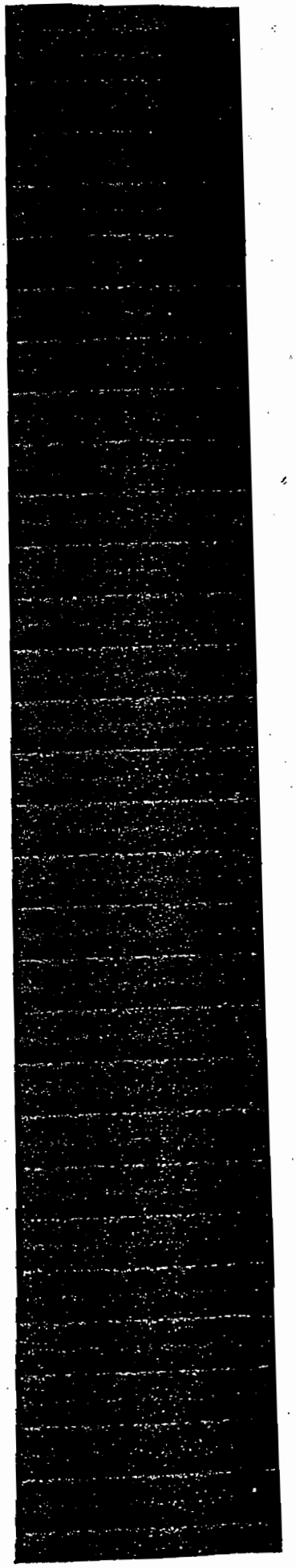


EXHIBIT B

DELIVERY FACILITIES

Description :

A. Customer's primary delivery facility is a rate of flow controlled metering station located at 15100 Surveyor Boulevard, inside Addison's city limits. This metering station is equipped with a 12" Venturi meter and associated equipment, including telemetry equipment that is tied into Dallas' control station.

B. Customer has two standby services as follows:

1. An 8" fire service meter located at the northeast corner of Addison and Beltline Roads inside customer's city limits. This service is fed by Dallas' 54" main located in Beltline Road right-of-way.

2. A 6" fire service meter located at 4961 Westgrove Drive (northeast corner of Dallas Parkway and Westgrove), inside Dallas' city limits. This service is fed by Dallas' 16" main located in Dallas Parkway right-of-way.

Demand Capabilities:

A. The 12" Venturi meter's maximum delivery capability is 4.0 MGD.

B. The 8" fire service meter's maximum delivery capability is 3.0 MGD.

C. The 6" fire service meter's maximum delivery capability is 2.5 MGD.

Payment : Customer shall pay Dallas the prevailing ordinance rate as a standby fee for the 6" and 8" meters. If the standby services should be activated the volume taken shall be billed in the following billing cycle.

Operation and Maintenance of Standby Meters :

A. Dallas agrees that at least one time during the water year, both customer and Dallas will jointly operate the standby meters. Either customer or Dallas may establish the time and date for this operation.

B. Dallas agrees to instruct customer's personnel on operation of the standby meters and vault equipment. However, customer shall not operate the equipment without first notifying Dallas. If practical, Dallas may elect to be present at the time customer operates Dallas' equipment.

C. Only Dallas' personnel or agents will be permitted to perform tests and make repairs to the standby meters. Customer will be notified prior to Dallas' performing tests and repairs. Customers may witness such tests and repairs.

Anticipated Future Facilities : Addison has informed Dallas that Addison's peak demand may increase to 30 MGD in the future. At the effective date of this contract Dallas and Addison are in the process of evaluating Addison's future demands, and it is contemplated that a properly sized delivery facility will be constructed by Addison as a result of evaluating Engineering studies prepared for this purpose. Dallas' obligations to meet Addison's future demand are specified in paragraphs 1.1 and 1.2.

820108

WHOLESALE TREATED WATER CONTRACT

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

THIS Contract made and entered into this the 6th day of January, 1982, by and between the City of Dallas, Texas, hereinafter called Dallas, and the City of Addison, Texas, hereinafter called Customer.

WHEREAS, Customer is desirous of purchasing water from Dallas, and Dallas desires to make provisions for the delivery and sale of water to Customer as set forth herein under the terms and conditions herein stated; and

WHEREAS, both Dallas and Customer from time to time have need to request the other to furnish water and/or wastewater service to each other's customers along common boundary lines wherein only one city has facilities available;

NOW, THEREFORE, Dallas, and Customer in consideration of the terms, covenants, and conditions herein contained, hereby agree as follows:

W I T N E S S E T H:

1.0 WATER SALES:

1.1 Dallas agrees to deliver to Customer potable water in accordance with the specifications and restrictions in Section 3.0 hereof. Dallas agrees to provide potable water to meet volume and demand requirements of Customer as provided herein.

1.2 Delivery of potable water to meet the requirements of Customer is subject to and limited by available system supply and system

deliverability, as determined by the Director of Water Utilities of Dallas. Such delivery shall not be unreasonably withheld.

2.0 DEMAND; CHANGES IN DEMAND:

2.1 "Demand" means the maximum rate of flow mutually established by Customer and Dallas that may be taken by Customer within a water year.

2.2 "Water year" means the year beginning June 1 and ending May 31.

2.3 If Dallas fails to make available the currently established demand for seven or more consecutive days the demand charge for such days shall be calculated by using the maximum rate of delivery for such days times the current annual demand charge divided by 365 times the number of days of reduced flow.

2.4 If Dallas fails to make available the currently established demand for 30 or more consecutive days the demand charge for that water year shall be calculated by using the maximum rate of delivery for such days times the current annual demand charge.

2.5 Customer shall give reasonable notice to Dallas of anticipated changes in demand requirements. Such notice shall be given at least 6 months in advance if the requested change, when considered with other pending or contemporaneous requests, does not require construction of additional facilities. The Director of Water Utilities of Dallas may waive the 6 month notice requirement for good cause shown. If construction of additional facilities is required, such advance notice as will be necessary to allow for financing, design and construction of the needed facilities shall be given.

2.6 Customer agrees to pay the total annual demand charge for any increase in the agreed upon maximum demand during a water year; and for each water year to pay annual demand charges based on (1) the current water year demand or (2) the highest demand established during the five water years preceding, whichever is greater.

2.7 Customer agrees that Dallas' capability to provide increases in demand or volume is subject to available supply and deliverability, as determined by the Director of Water Utilities of Dallas.

3.0 DELIVERY POINT, ACCESS, ETC.:

3.1 Dallas agrees to deliver water contracted for by Customer at delivery point(s) as delineated in Exhibit B attached hereto and at such additional points as may be mutually agreed upon by both parties. The cost of all delivery facilities, whether delineated in Exhibit B hereof or mutually agreed upon at a later date, shall be borne by Customer, except that Dallas may elect to require oversizing of the delivery facilities for the benefit of Dallas or other parties. If Dallas elects to oversize delivery facilities, Dallas shall be responsible for oversizing costs to the extent of the difference between customers required delivery facilities and the oversize specified by Dallas. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, contracting, construction and financing of facilities and acquisition of any right-of-way for delivery of the water from the Dallas system to the delivery point(s). Plans shall be submitted to Dallas for written approval and all designs, materials and specifications shall conform to Dallas requirements. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the delivery facilities. Final acceptance of completed delivery facilities is subject to the written approval of Dallas.

3.2 Unless otherwise agreed by both parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to reimburse Dallas for actual construction costs attributable to service of Customer, excluding costs of engineering, design, telemetry equipment, telephone and electric service.

3.3 Customer agrees that after final inspection and acceptance of delivery facilities, Customer will convey title of those facilities and rights-of-way in conjunction therewith to Dallas. Upon conveyance of title to delivery facilities by appropriate instrument(s) Dallas shall be responsible for operation and maintenance thereof.

3.4 Customer agrees to provide ingress and egress for Dallas employees and agents to all its premises inside Customer's boundaries to install, operate, inspect, test, and maintain facilities owned or maintained by Dallas within city limits of Customer.

3.5 Dallas agrees to provide ingress and egress for Customer's employees and agents to all premises inside Dallas' boundaries to install, operate, inspect, test, and maintain facilities, and read meters owned or maintained by Customer within Dallas.

3.6 It shall be the duty of either party to this contract to notify the other party in the event that the meter(s) is registering inaccurately or malfunctioning so that the meter(s) can be promptly repaired. Each meter will be operated and maintained so as to record with commercial accuracy. Dallas will notify customer prior to any meter tests. Either party has the right to request a meter be tested with the other party having the right to witness such test. If Customer requires an independent testing service be used,

Customer shall pay the cost of said testing service if the meter(s) is found to be accurate. If meter(s) is found inaccurate, Dallas shall pay the costs of said testing service.

4.0 BOOKS AND RECORDS:

Dallas agrees that Customer or its agent may have access to the books and records of Dallas Water Utilities at reasonable times. Customer agrees that Dallas or its agent may have access to the books and records of the Customer's Water Utilities at reasonable times.

5.0 ADDITIONAL SURFACE WATER SUPPLIES:

5.1 If Customer develops or acquires additional surface water supplies from any source other than Dallas, resulting in reduced demand from Dallas, then Dallas is released from the obligation to supply the demand amount mutually established under Section 2 hereof. In such event Dallas may adjust its supply obligation to levels commensurate with Customer's reduced demand.

5.2 If within the term of this contract Customer ceases to take water from Dallas because such other surface water supplies have been developed or acquired, Customer shall for five years or the balance of this contract, whichever is less, remain liable for demand charges at the billing level in effect at such cessation. This obligation, once established, shall serve as liquidated damages and is intended to compensate Dallas for the expenditures incurred on Customer's behalf for the cost of installation of supply, transmission, treatment, delivery and service facilities. It is agreed by the parties that such liquidated damages are a reasonable substitute for compensatory damages which are difficult or impossible to calculate herein. This obligation is intended by the parties not to be a penalty, but instead, a reasonable measure of damages.

6.0 RESALE:

Customer agrees not to sell water purchased from Dallas to any person or entity outside Customer's corporate boundaries (as may be adjusted from time to time) unless Customer has received prior written approval from the Director of Water Utilities of Dallas. In granting such authorization, Dallas may establish the terms and conditions of the conveyance of such water including, but not restricted to, the setting of monetary rates for sale of such water. "Convey" means sell, trade, donate, exchange, transfer title, or contract therefor.

7.0 RATES AND PAYMENT:

7.1 Rates charged Customer, including demand charges established herein, shall be established by ordinance of Dallas. The capital costs contributed by the Customer for delivery facilities and metering facilities shall be excluded from the rate base.

7.2 Customer understands that Dallas City Council has the right by ordinance to revise the rates charged, from time to time as needed, to cover all reasonable, actual and expected costs. Any revision of rates shall be pursuant to principles set forth in the Memorandum of Agreement attached hereto. Dallas shall give Customer a minimum of 6 months notice of intent to revise rates. Dallas will furnish Customer a draft copy of the Cost of Service Study for Proposed Rates thirty (30) days prior to Dallas submitting a rate increase request to its City Council.

7.3 Customer agrees to give Dallas a minimum of 30 days notice of intent to protest rates or any other condition of service.

7.4 Dallas agrees to render a statement of charges monthly. Payment is due upon receipt of statement. Customer agrees to pay promptly. Demand charge shall be billed monthly.

7.5 In the event a meter(s) is discovered malfunctioning, then the amount of water that has passed through the meter will be estimated for each day the meter has not functioned correctly. The last correctly measured monthly consumption will be used as a basis for mutually computing the amount of water delivered to the Customer during the time the meter has not been functioning correctly.

8.0 CURTAILMENT:

8.1 Customer agrees that if water supplies or services are curtailed within Dallas, Dallas may impose a like curtailment on deliveries to Customer. Customer will cooperate by imposing conservation measures upon its sales.

8.2 Dallas is required by federal contract to submit for approval a water conservation plan which incorporates loss reduction measures and demand management practices which insure that the available supply is used in an economically efficient and environmentally sensitive manner. Upon request, Customer will furnish a copy of its conservation plan.

8.3 To the extent Dallas imposes restrictions or grants privileges of general applicability to itself and customer cities, including rules relating to the curtailment of water delivery and availability, Dallas agrees to impose such restrictions and grant such privileges equitably and in a non-discriminatory fashion.

9.0 RIGHTS-OF-WAY AND STREET USE:

9.1 Customer agrees to furnish any rights-of-way necessary within or without Customer's boundaries for Dallas to make delivery of water as provided in Section 3 hereof, and to convey such right-of-way to Dallas as therein provided.

9.2 Customer agrees that with prior written approval of Customer, Dallas may use streets, alleys and public rights-of-way within Customer's boundaries for pipeline purposes to provide water to Customer or to other customers without charges or tolls provided that Dallas makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition.

9.3 Dallas agrees that, with prior written approval of Dallas, Customer may use Dallas streets, alleys and public rights-of-way, within Dallas boundaries for pipeline purposes to provide water to Customer without charges or tolls, provided Customer makes necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition.

10.0 STANDARDS:

10.1 Customer shall protect Customer's storage and distribution system from cross connections under the specifications required by health standards of the State of Texas.

10.2 Customer agrees to provide air gaps for any ground storage and backflow preventers for any elevated storage.

10.3 Customer agrees to provide internal storage sufficient to meet its emergency needs and to maintain a reasonable load factor for deliveries from Dallas to Customer.

11.0 MEMORANDUM OF AGREEMENT:

The Memorandum of Agreement, attached hereto and marked Exhibit A, effective December 17, 1979, and executed by various Customer entities is incorporated herein, as if copied word for word and is made a part of this agreement. Any revision of the Memorandum of Agreement, according to its terms and not in conflict herewith,

damages, Dallas and Customer agree that, in the event of any default, the other party shall have available to it the equitable remedy of specific performance in addition to other legal or equitable remedies which may be available to such party.

13.0 SPECIAL PROVISIONS:

Special provisions applicable to this contract are attached hereto and styled Exhibits B, C, and F. These Exhibits are incorporated herein, as if copied word for word. Exhibit B delineates the delivery facilities. Exhibit C contains provisions peculiarly applicable to the contract with Customer. Exhibit F provides conditions under which the contracting parties may provide reciprocal water and/or wastewater services to customers along their common boundaries and conditions under which the parties to this Contract may provide each other with temporary water and/or wastewater services.

14.0 TERM:

This contract shall remain in force and effect for a term of 30 years, from the date of execution of the contract.

15.0 VENUE:

The parties herein agree that this contract shall be enforceable in Dallas, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

16.0 NO VERBAL AGREEMENT:

This contract contains all commitments and agreements of the parties hereto and no verbal or written commitments shall have any force or effect if not contained herein.

17.0 APPLICABLE LAWS:

This contract is made subject to all applicable laws of the State of Texas and the United States.

18.0 CONTRACT INTERPRETATION:

In interpreting the various provisions of this contract in a Court of Law, any said court having jurisdiction shall apply the laws of the State of Texas to interpret the terms and provisions of this contract.

19.0 CAPTIONS:

The captions to the various clauses of this contract are for informational purposes only and shall not alter the substance of the terms and conditions of this contract.

20.0 NOTICES:

Any notice required under this contract may be given to the respective parties at the following addresses by Certified Mail, postage prepaid:

Customer	Dallas
City of Addison, Texas Attn: City Manager P. O. Box 144 Addison, Texas 75001	City of Dallas, Texas Attn: City Manager City Hall Dallas, Texas 75201

EXECUTED this the 6th day of January, 1982, by the duly authorized officers of the City of Dallas, and the City of Addison.

ATTEST:

ROBERT S. SLOAN,
City Secretary

CITY OF DALLAS
CITY MANAGER

BY _____
Assistant City Manager

COUNTERSIGNED:

City Controller

APPROVED AS TO FORM:
LEE E. HOLT, City Attorney

BY _____
Assistant City Attorney

CITY OF ADDISON

ATTEST:

City Secretary

BY _____
Jerry Redding, Mayor

APPROVED AS TO FORM:

City Attorney

2583K/ls

ATTACHMENT # 3

#R8-1

Addison!

Finance Department

MEMO

To: **Ron Whitehead, City Manager**

From: **Randy Moravec, Finance Director**

Re: **Utility Rate Ordinance**

Date: **September 21, 1999**

SUMMARY:
Council approval is requested of an ordinance amending the Town's code of ordinances to reduce water and sewer rates five percent.

BACKGROUND:
In accordance with the fiscal year 2000 Town budget to be adopted by Council, the attached ordinance reduces water and sewer rates by five percent. The rate for water will change from $1.43 per 1,000 gallons consumed to $1.35. Sewer rates will change from $3.03 per 1,000 gallons of water consumed to $2.88. The changes in rates will have the following affect on combined customer *minimum* bills by class.

Customer Class	Minimum allowance (gallons)	Existing Rate	Proposed Rate
Single Family Residential	2,000	$ 15.83	$ 15.37
Multi-Family Residential	15,000	$ 91.98	$ 88.53
Municipal / Schools	20,000	$ 121.15	$ 116.55
Commercial Large (>=2" meter)	37,000	$ 221.27	$ 212.76
Commercial Small (<2" meter)	3,000	$ 25.34	$ 24.65
Industrial Large (>=2" meter)	80,000	$ 479.64	$ 461.24
Industrial Small (<2" meter)	3,000	$ 20.97	$ 20.28
Hotel/Motel	80,000	$ 479.64	$ 461.24
Sprinkler Large (>=2" meter)	27,000	$ 73.50	$ 71.34
Sprinkler Small (<2" meter)	5,000	$ 15.17	$ 14.77
Fire Meters	8,000	$ 24.05	$ 23.41

#R8-2

Ordinance NO. 099-

AN ORDINANCE OF THE TOWN OF ADDISON AMENDING THE WATER AND WASTEWATER RATES FOR COMMERCIAL AND RESIDENTIAL CUSTOMERS; PROVIDING FOR A REPEAL OF ALL CONFLICTING ORDINANCES AND SETTING AN EFFECTIVE DATE.

Whereas, during development of the 1999-2000 Town of Addison Annual Budget, it was determined the resources available to the Utility fund were sufficient for meeting operating expenditures, debt service, and capital requirements;

NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ADDISON.

I. Sewer Rates

That Chapter 18, Section 76 of the Town of Addison Code of Ordinances entitled "Sewage rates" shall be amended to read as follows:

"The customer classifications, minimum bills, and consumption charges shall be as follows:

Sewer Minimum Bills. Minimum monthly bills shall be applied to all customers based upon customer classification and shall include an allowance for volume based upon water consumed as follows:

Customer Classification	Minimum Monthly Bill	Volume Included (Gallons)
Single Family Residential	$ 8.17	2,000
Multi-Family Residential	45.50	15,000
Municipal/Schools	59.92	20,000
Commercial Large (meter size equal to or greater than 2")	108.72	37,000
Commercial Small (meter size less than 2")	14.48	3,000
Industrial Large (meter size equal to or greater than 2")	232.33	80,000
Industrial Small (meter Size less than 2")	11.03	3,000
Hotel/Motel	232.33	80,000

The effective date of this ordinance shall be for all water and sewer bills issued on or after November 1, 1999.

PASSED AND APPROVED THIS _____ DAY OF SEPTEMBER, 1999.

_____

R. Scott Wheeler, Mayor

ATTEST:

_____

Carmen Moran, City Secretary

ATTACHMENT # 1

TOWN OF ADDISON®

PUBLIC WORKS DEPARTMENT (972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010 16801 Westgrove

August 25, 1999

Texas Natural Resource Conservation Commission
Conservation and Drought Management Team
P.O. Box 13087 B MC 160
Austin, TX. 78711-3087

RE: Town of Addison Drought Contingency Plan

Dear Sir or Madam:

Please find attached a copy of the Town of Addison's Drought Contingency Plan. The Addison Town Council adopted the plan as an Ordinance on August 24, 1999.

Please feel free to call me if you have any questions or need additional information (972)-450-2871.

Sincerely,

John Baumgartner, PE
Director of Public Works / Addison

Cc: Chris Terry, Assistant City Manager
Mike Murphy, PE / Assistant Director of Public Works
Keith Thompson – Utilities Foreman / Foreman

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 099-030

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS ADOPTING A DROUGHT CONTINGENCY PLAN; PROVIDING DEFINITIONS; PROVIDING TRIGGERING CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES; PROVIDING Q VARIANCE PROCEDURE; PROVIDING A SAVINGS CLAUSE; PROVDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF ONE THOUSAND DOLLARS ($1,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City") is a home rule city possessing the full powers of local self government pursuant to Article 11, Section 5, Texas Constitution and its Home Rule Charter; and

WHEREAS, pursuant to such authority and in order to protect the citizens of the City during drought conditions, the City has developed the regulations set forth and adopted herein; and

WHEREAS, prior to the adoption of this Ordinance, the public was given an opportunity to comment regarding the regulations adopted herein at a public hearing held by the City Council; and

WHEREAS, in order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City hereby adopts the following regulations and restrictions on the delivery and consumption of water.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

+ **Section 1.** **Incorporation of Premises; Non-Essential Water Uses.**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Water uses regulated or prohibited under this Ordinance (hereinafter referred to as the "Drought Contingency Plan" or the "Plan") are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are

deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 7 of this Plan.

Section 2. Public Education.

The City, by and through its Department of Public Works, shall periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information may be provided by means of utility bill inserts and press releases or such other means as the Director of Public Works may determine.

Section 3. Coordination with Regional Water Planning Groups.

The service area of the City is located within Region C and the Town of Addison, Texas has provided a copy of this Plan to the TNRCC, City of Dallas, and State Planning Region.

Section 4. Authorization.

The City Manager, or his/her designee, is hereby authorized and directed to implement the applicable provisions of the Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section 5. Application.

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section 6. Definitions.

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

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

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

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

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

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

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

(a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;

(b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

(c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(d) use of water to wash down buildings or structures for purposes other than immediate fire protection;

(e) flushing gutters or permitting water to run or accumulate in any gutter or street;

(f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

(g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

(h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section 7. Triggering Criteria for Initiation and Termination of Drought Response Stages.

The City purchases 100% of its potable water from the City of Dallas. Therefore, the emergency water management triggering measures will be the same as those of the City of Dallas. Also, Triggering Criteria may be initiated as a result of short term deficiencies and or emergencies specific to the Town of Addison.

Following are the triggering criteria for initiation and termination of drought response stages:

Stage 1: Water Watch

Triggering Criteria: Total raw water supply in connected lakes drops below 55 percent of total conservation storage, demand exceeds 90 percent of deliverable capacity for three consecutive days, or short term deficiencies in distribution system limit supply capability.

Below are examples of the types of triggering criteria that might be used in a drought contingency plan. One or a combination of such criteria may be defined for each drought response stage:

Example 1: When, pursuant to requirements specified in the City wholesale water purchase contract with the City of Dallas, notification is received requesting initiation of Stage 1 of the Drought Contingency Plan.

Example 2: Continually falling treated water reservoir levels which do not refill above 50 percent overnight (e.g., based on an evaluation of minimum treated water storage required to avoid system outage).

Actions Available (applied to all customers as necessary)

- The City Manager or designee requests voluntary reductions in water use.
- Accelerate public information efforts to teach and encourage reduced water use.
- Staff will begin a review of the problems which initiated the Stage 1 actions.
- Notify major water users and work with them to achieve voluntary water use reduction.
- Prohibit city government use of water for street washing, vehicle washing, operation of ornamental fountains and all other non-essential use.
- Request a reduction in landscape watering by city government.

Termination Criteria

- All initiated actions will remain in effect until the conditions which triggered Stage 1 have been alleviated. If Stage 1 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that these measures are no longer required.

Stage 2: Water Warning

Triggering Criteria: Total raw water supply in connected lakes drops below 50 percent of total conservation storage or demand exceeds 95 percent of deliverable capacity for two consecutive days. Stage 2 actions will not ordinarily be taken until Stage 1 actions have first been implemented.

Actions Available (applied to all customers, as necessary)

- Continue public information efforts regarding water supply conditions and conservation efforts.

- Begin mandatory water use restrictions as follows:

- Prohibit hosing off of paved areas, building or windows; operation of ornamental fountains, swimming pool draining followed by refilling washing or rinsing vehicles by hose; using water in such a manner as to allow runoff or other water wastes.

  Exceptions: Vehicles may be washed or rinsed with a hose at commercial car washes; vehicles may be washed at any location with a bucket or other container.

- Limit landscape watering at each service address to once every five days based on the last digit of the address per the schedule below.

Last Digit of Address	Allowed Water Dates
0 and 5	5th, 10th, 15th, 20th, 25th, 30th
1 and 6	1st, 6th, 11th, 16th, 21st, 26th
2 and 7	2nd, 7th, 12th, 17th, 22nd, 27th
3 and 8	3rd, 8th, 13th, 18th, 23rd, 28th
4 and 9	4th, 9th, 14th, 19th, 24th, 29th

No watering will be allowed on the 31st. Apartments, office building complexes or other property containing multiple addresses will be identified by the lowerst address number.

Where there are no numbers, a number will be assigned by the director. These restrictions also apply to government facilities.

Exceptions: Foundations, azaleas, and new plantings (first year) of trees and shrubs may be watered with a hand-held or soaker hose on any day for up to two hours; nurseries may water plant stock only without restrictions; public gardens, may water without restriction.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed $1,000 per incident.

Termination Criteria:

- All initiated actions will remain in effect until the conditions which triggered Stage 2 have been alleviated. If Stage 2 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 2 actions.

Stage 3: Water Emergency

Triggering Criteria: Total raw water supply in connected lakes drops below 35 percent of total conservation storage or demand exceeds 95 percent of deliverable capacity for five consecutive days. Stage 3 actions will not ordinarily be taken until Stage 2 actions have first been implemented.

Actions Available (applied to all customers, as necessary)

- Implement recommended engineering alternatives.
- Continue implementation of all restrictions from previous stages.
- Prohibit residential or commercial lawn watering and car washing between the hours of 9 a.m. and 9 p.m.
- Foundations, shrubs, and trees may be watered with soaker or hand-held hose on the same five-day rotational basis and landscapes for up to two hours.
- Public gardens may water only between the hours of 9 p.m. and 9 a.m.
- Nurseries may water plant stock only between the hours of 9 p.m. and 9 a.m.

Enforcement

- Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed $1,000 per incident.

Termination Criteria

- All initiated actions will remain in effect until the conditions which triggered Stage 3 have been alleviated. If Stage 3 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 3 actions.

Stage 4: Water Crisis

Triggering Criteria: Total raw water supply in connected lakes drops below 20 percent of total conservation storage or demand exceeds 100 percent of deliverable capacity for two consecutive days. Stage 4 actions will not ordinarily be taken until Stage 3 actions have first been implemented.

Actions Available (applied to all customers, as necessary)

- Continue implementation of all restrictions from previous stages.
- Prohibit all commercial and residential landscape watering including golf courses with the following exceptions:
- Nurseries' plant stock may be watered between the hours of 9 p.m. and 9 a.m. once every five days based on the last digit of their address per the schedule in Stage 2.
- Public gardens, may water between the hours of 9 p.m. and 9 a.m. once every five days based on the last digit of their address per the schedule in Stage 2.
- Foundations may be watered for a two hour period between the hours of 9 p.m. and 9 a.m. with a soaker or hand-held hose on the five-day rotational basis prescribed for landscape watering in Stage 2.
- Any and all washing of vehicles is prohibited.
- All commercial water users may be required to reduce water consumption by a percentage determined by the director.

Enforcement

- Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed $1,000 per incident.

Termination Criteria

- All initiated actions will remain in effect until the conditions which triggered Stage 4 have been alleviated. If Stage 4 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 4 actions.

Section 8. Variances.

The City Manager (designated official), or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such a variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance an if one or more of the following conditions are met:

(a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

(b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption for the provisions of this Ordinance shall file a petition for a variance with the City within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

(a) Name and address of the petitioner(s).

(b) Purpose of water use.

(c) Specific provision(s) of the Plan from which the petitioner is requesting relief.

(d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.

(e) Description of the relief requested.

(f) Period of time for which the variance is sought.

(g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

(h) Other pertinent information as may be required by the City Manager or his designee.

Variances granted by the City Manager or his designee shall be subject to the following conditions, unless waived or modified by the City Manager (designated official) or his/her designee:

Variances granted shall include a timetable for compliance.

Variances granted shall expire when the Plan is not longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of the Plan occurring prior to the issuance of the variance.

Section 9. **Savings.** This Ordinance shall be cumulative of all other ordinances of the City affecting water and water service and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

Section 10. **Severability.** The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 11. **Penalty.** It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than One Thousand Dollars ($1,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Section 12. **Effective Date.** This Ordinance shall become effective from and after its date of passage and publication as provided by law.

Trinity River Authority of Texas

Northern Region Office

0712.400

October 26, 1999

Mr. Michael E. Murphy, P.E.
Assistant Director, Public Works
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Dear Mr. Murphy:

Subject: Trinity River Authority of Texas
Central Regional Wastewater System
1999 Water Conservation Program Annual Report

In accordance with the State Revolving Loan received by the Authority, the Authority is required to submit an annual water conservation program report for 1999. The enclosed report form should be reviewed and completed by the appropriate staff member and returned to me. Please provide any changes in the contact person, address, fax and phone numbers. This report is due on November 29, 1999.

Please call me if you have any questions concerning this form. It is important that the Authority receive this information for submittal to the Texas Water Development Board.

Sincerely,

Bill R. Smith

BILL R. SMITH
Manager, Development
Northern Region

/spb
Enclosure

P.O. Box 240
Arlington, Texas 76004-0240
(817) 493-5100

#R8-1

Addison!

Finance Department

MEMO

To: **Ron Whitehead, City Manager**

From: **Randy Moravec, Finance Director**

Re: **Utility Rate Ordinance**

Date: **September 21, 1999**

SUMMARY:
Council approval is requested of an ordinance amending the Town's code of ordinances to reduce water and sewer rates five percent.

BACKGROUND:
In accordance with the fiscal year 2000 Town budget to be adopted by Council, the attached ordinance reduces water and sewer rates by five percent. The rate for water will change from $1.43 per 1,000 gallons consumed to $1.35. Sewer rates will change from $3.03 per 1,000 gallons of water consumed to $2.88. The changes in rates will have the following affect on combined customer *minimum* bills by class.

Customer Class	Minimum allowance (gallons)	Existing Rate	Proposed Rate
Single Family Residential	2,000	$ 15.83	$ 15.37
Multi-Family Residential	15,000	$ 91.98	$ 88.53
Municipal / Schools	20,000	$ 121.15	$ 116.55
Commercial Large (>=2" meter)	37,000	$ 221.27	$ 212.76
Commercial Small (<2" meter)	3,000	$ 25.34	$ 24.65
Industrial Large (>=2" meter)	80,000	$ 479.64	$ 461.24
Industrial Small (<2" meter)	3,000	$ 20.97	$ 20.28
Hotel/Motel	80,000	$ 479.64	$ 461.24
Sprinkler Large (>=2" meter)	27,000	$ 73.50	$ 71.34
Sprinkler Small (<2" meter)	5,000	$ 15.17	$ 14.77
Fire Meters	8,000	$ 24.05	$ 23.41

#R8-2

Ordinance NO. 099-

AN ORDINANCE OF THE TOWN OF ADDISON AMENDING THE WATER AND WASTEWATER RATES FOR COMMERCIAL AND RESIDENTIAL CUSTOMERS; PROVIDING FOR A REPEAL OF ALL CONFLICTING ORDINANCES AND SETTING AN EFFECTIVE DATE.

Whereas, during development of the 1999-2000 Town of Addison Annual Budget, it was determined the resources available to the Utility fund were sufficient for meeting operating expenditures, debt service, and capital requirements;

NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ADDISON.

I. Sewer Rates

That Chapter 18, Section 76 of the Town of Addison Code of Ordinances entitled "Sewage rates" shall be amended to read as follows:

"The customer classifications, minimum bills, and consumption charges shall be as follows:

Sewer Minimum Bills. Minimum monthly bills shall be applied to all customers based upon customer classification and shall include an allowance for volume based upon water consumed as follows:

Customer Classification	Minimum Monthly Bill	Volume Included (Gallons)
Single Family Residential	$ 8.17	2,000
Multi-Family Residential	45.50	15,000
Municipal/Schools	59.92	20,000
Commercial Large (meter size equal to or greater than 2")	108.72	37,000
Commercial Small (meter size less than 2")	14.48	3,000
Industrial Large (meter size equal to or greater than 2")	232.33	80,000
Industrial Small (meter Size less than 2")	11.03	3,000
Hotel/Motel	232.33	80,000

The effective date of this ordinance shall be for all water and sewer bills issued on or after November 1, 1999.

PASSED AND APPROVED THIS _____ DAY OF SEPTEMBER, 1999.

_____

R. Scott Wheeler, Mayor

ATTEST:

_____

Carmen Moran, City Secretary

REGION C WATER PLANNING GROUP

Senate Bill 1 - Texas Water Development Board

March 23, 1999

TO: WATER PLANNING REGION C CITIES AND TOWNS

Subject: Population and Water Use Projections for Regional Water Planning

In 1997, the Texas Legislature passed Senate Bill 1 to address water supply issues. Among other provisions, Senate Bill 1 initiated regional water planning efforts across the state. The bill called for the formation of regional water planning groups to take the lead in the regional planning efforts. Your city is in Region C, and the members of the regional water planning group are listed on this letter. The enclosed brochure shows a map of Region C and gives more information about the regional water planning process which is now under way. The Region C Water Planning Group has selected a team of consultants led by Freese and Nichols, Inc., to help with the development of a regional water plan. Other members of the consulting team include Alan Plummer Associates, Chiang, Patel and Yerby, and Cooksey-McGill Communications.

As instructed by the legislature, the Texas Water Development Board (TWDB) has formulated regulations governing the preparation of regional water supply plans through the year 2050. These regulations require that regional water plans be based on projections of population and water use developed by the TWDB in 1996 for use in the 1997 *Texas Water Plan*, unless the regional water planning group can provide convincing evidence that those projections should be updated. With this letter, we are attaching a survey seeking information from you to help us determine whether the previous TWDB projections are appropriate for your city or whether they should be revised. This information is **very important** because the projections of water use will be the basis for all of our water planning efforts. The TWDB has provided guidance for changing projections of population and water use, and we can send you a copy upon request.

The TWDB will make changes to population and water use projections only if the Regional Planning Groups recommend the new information. To help you fill out the survey, we are providing some information on historical and projected water use in your city:

c/o NTMWD
505 E. Brown Street
P. O. Box 2408
Wylie, Texas 75098-2408
972/442-5405
972/442-5405/Fax
NTMWD@airmail.net

Table of Historical Water Use for Your City. The data in this table were provided by the TWDB based on your city's annual reports of water use. Perhaps the key column is the "municipal result", which represents non-industrial water use by your customers. It is computed as the total water intake (self-supplied water plus purchases) minus wholesale sales to other suppliers, minus sales to major industries, minus sales to power plants, minus any other sales of raw water. The "municipal result" is based on water pumping rather than on metered water sales and thus includes system losses.

Table of Projected Population and Municipal Water Use for Your City. This table presents the projections of population and municipal water use for your city developed by the TWDB for the 1997 water plan. The projections are for values within your city limits, and the municipal water use is for a dry (high-use) year. The municipal water use is comparable to the "municipal result" column in the table of historical water use. It does not include wholesale sales to other suppliers, sales to industries, etc. Note that the table includes TWDB projections of dry-year per capita water use. These are generally declining because TWDB believes that water conservation will significantly reduce per capita demands across the state.

Table of Historical and Projected Total Population and Water Use for Your County. This table presents the TWDB projections of population and water use by category for your county.

Graph of Historical and Projected Population for Your City. This graph shows TWDB historical and projected population for your city.

Graph of Historical and Projected Municipal Water Use for Your City. This graph shows TWDB historical and projected municipal water use for your city. As with the tables, the municipal water use does not include wholesale sales to other suppliers, sales to industries, etc.

If you have any questions or want additional information as you review these data and fill out the questionnaire, please call Larry D. Rivers, P.E., of Chiang, Patel & Yerby, Inc., at 817-540-4220. Your assistance in returning the questionnaire by April 23, 1999 is needed. We very much appreciate your attention and cooperation in reviewing these data, which will provide the basis for long range water supply planning in your region.

Yours very truly,

Terrace Stewart, P.E.
Chairman
Region C Water Planning Group

TOWN OF ADDISON®

PUBLIC WORKS DEPARTMENT (972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010 16801 Westgrove

October 27, 1998

Bill R. Smith
Trinity River Authority of Texas
Northern Region Office
P.O. Box 240
Arlington, TX. 76004-0240

Re: Water Conservation and Drought Contingency Program Annual Report

Dear Mr. Smith,

Please find attached a completed questionnaire as it relates to the Town of Addison Water Conservation Program. Included is a copy of the Towns Water Conservation Ordinance, schedule of water rates, water contract with the City of Dallas, Metrocrest news clippings and brochure with conservation ideas.

If you need any additional information, please do not hesitate to contact me at (972) 450-2878.

Sincerely,

Michael E. Murphy, PE
Assistant Director/Public Works

Return completed form to:

Mr. Bill R. Smith
Trinity River Authority of Texas
Northern Region Office
P.O. Box 240
Arlington, Texas 76004-0240

Water Conservation and Drought Contingency Program Annual Report

TWDB Code No.

Ms. Patricia M. Cleveland
Manager of Operations
Trinity River Authority
1998

Texas Water Development Board (TWDB) "Rules Relating to Financial Programs" require that recipients of TWDB financial assistance for which a water conservation and drought contingency program is required, shall report annually to the TWDB's Executive Administrator. The report must contain information on the **implementation, public response,** and **effectiveness** of the water conservation program. The required annual reports should be submitted within sixty (60) days after the anniversary date of loan closing until all financial obligations to the state have been discharged.

The following questions are designed to provide the TWDB this information in a concise and consistent format for all loan recipients. Please fill in all blanks that pertain to your program as completely and objectiveiy as possible. **If you need additional space or wish to attach a separate report, please feel free to do so using the same numbering sequence.**

IMPLEMENTATION PROGRESS

Long-Term Water Conservation Program

1. **Education and Information Program**

During the past 12 months, 5,000 (total number) water conservation brochures were mailed or otherwise distributed to utility customers during the months of July/Sept. . Approximately 3,500 (number) brochures were distributed to customers through mailouts, 500 as handouts at the utility office, and 1,000 through field employees or other means. Also, 1 news articles were submitted and published in the Metrocrest (newspaper, newsletter). In addition, water conservation messages were printed on bills during the months of N/A (Please attach example.)

In addition, the following education activities were conducted during the reporting period (presentations, school programs, exhibits, television, radio etc). None

(Please attach copies of materials as appropriate)

2. **Water Conservation Plumbing Code**

Which plumbing code does your utility follow? 1997 Uniform Plumbing Code
Does this plumbing code include special water conservation requirements? None other than fixture restrictions.

3. **Water Conservation Retrofit and Plumbing Rebate Programs**

Have you conducted a plumbing retrofit or rebate program during the last 12 months? No.
If yes, approximately N/A households receive kits/rebates
Please describe your program and list specific retrofit items provided or types of fixtures rebated. N/A

4. **Conservation - Oriented Rate Structure**

Please provide your current water and wastewater rate schedule in the space below, or attach a preprinted rate schedule to this report.

See Attachment #1

Have your rates or rate structure changed since your last report? yes. If yes, please describe the changes or attach a copy of the old and new rate structures. Overall rate decrease of 5%. (See Attachment #1)

If you purchase water from a wholesale supplier, please list the supplier(s) Dallas Water Utilities
See Attachment #2 and the rates you are charged by them
Is this a "take or pay" contract? yes * If yes, what is your minimum volume to take? 9.3 million gallons/day.

* We pay a fixed fee for plant capacity and then an additional fee for the actual water used. See Attachment #2.

5. **Universal Metering and Meter Repair**

During the past 12 months, what is the approximate number of:

Production (master) meters	tested 5	repaired N/A	replaced N/A
Meters larger than 1½"	tested 75	repaired 22	replaced 0
Meters 1½" or smaller	tested 55	repaired 0	replaced 340

In the system there are 5 production (master) meters. In addition, there are 566 meters larger than 1½", and 2600 meters 1½" or smaller.

6. **Water Audits and Leak Detection**

The amount of water purchased or produced during the last 12 months was 2,068,592,000 gallons.
The amount of water sold through metered accounts during the last 12 months was 1,937,958,400 gallons.

What is the percent of unaccounted-for water in your utility? 6.32% percent. How often do you audit or account for the water in your system? once a month. List source and amount in gallons for the last 12 months, if known, of metered and unmetered water that is accounted for but not sold (line flushing, city facilities, cemetery, etc.).
Line flushing Dead end Mains - 360,000 est.
Water leaks - 400,000 est.
Stuck meters - 300,000 est.

During the last 12 months, 6 leaks were repaired in the system. Approximately 4 of these leaks were in main lines, 1 were at service connections, 1 were fire hydrants, and _____ were at other points. What types of equipment or methods do you use to locate leaks in your distribution system? Visual and Schonstedt Leak detector equipment.

Approximately how much has your accountability improved as a result of leak repair? For example: a 10 gpm leak that has gone unrepaired for at least 10 days has lost 144,000 gallons of water. (10 gpm x 60 min/hr. x 24 hr./day x 10 days) In 1990 Addison started a service line leak testing survey. The survey located over 60 water water leaks which 86% was found to be leaking from the flare on the corporation stop or curbstop. Repairs were made with compression corporations and curbstops. The estimated annual water loss from these leaks were 15,768,000.(1/2 gal per min. X 60= 30 gal. per min. X 1440=43,200 gal per day x 365)

7. **Water-Conserving Landscaping**

Please list any water-conserving landscaping programs, educational activities, or ordinances enacted during the last 12 months.

8. **Recycling and Reuse of Water or Wastewater Effluent**

What types of water recycling or reuse activities, such as golf course irrigation, recycling filter backwash, or effluent reuse for irrigation or effluent chlorination, etc. are practiced by your utility? Not applicable to our system.

This recycling or reuse amounted to approximately N/A gallons per month for N/A months during the reporting period.

9. **Other Comments**

List any other water conservation activities your utility is conducting. See water conservation ordinance attachment

Emergency Water Demand Management or Drought Contingency Plan

10. During the past 12 months, the Emergency Demand Management or Drought Contingency Plan was activated for 90 days, beginning on 10/31 and ending on 9/30. The reason for activation was Stage 1 of the Dallas Water Utilities Water Conservation Plan (Water Watch). Includes voluntary water conservation and increased public education.

Water demand was reduced by approximately 0 gallons per day.

PUBLIC RESPONSE

11. Briefly describe any public response your utility has received regarding the water conservation and/or the emergency water demand management program. Public response was minimal The Town of Addison never reached a critical level of use. We simply asked our citizens and businesses to use good judgement on their usage and they responded accordingly. Our use was slightly higher than predicted in our master water study completed in 1996,

EFFECTIVENESS OF THE PROGRAM

12. In your opinion, how would rank the effectiveness of your utility's program?

Very effective _____ Effective _____ Somewhat effective X
Less than effective _____ Not effective _____

13. Does the operations staff of your utility review the conservation program on a regular basis? yes If so, how often? annually

14. What types of problems did your utility encounter in implementing the program during the last 12 months? None

15. What might your utility do, or what could the TWDB do, to improve the effectiveness of your program? * Short of mandatory rationing or restrictions, public awareness programs are all that are available through media and brochures. Based on our level of development and our contract with Dallas this is effective for us.

16. How much additional expense has your utility incurred in implementing this program during the reporting period (literature, materials, staff time, etc.)? $2500.00

17. Approximately how much water would you estimate your utility saved during the reporting period due to the overall conservation program? _____ million gallons
15,000,000 over 90 day 1.75/1000
What is the estimated dollar value to the utility of this water savings? $_____

18. Approximately how much would you estimate your water accountability has improved during the reporting period as compared to the previous 12 months? None %

To ensure we address future correspondence to the proper person, please type or print the following:

Name	Title	Phone	Date
Mike Murphy	Assistant Dir. of Public Works	(972)450-2878	10/25/98

* For a list of free technical assistance services available from the TWDB, please write or call at (512) 463-7955.

ATTACHMENT #1

Ordinance NO. 096-049

An Ordinance Amending The Water and Wastewater Rates, Changing The Billing Methodology For Commercial Customers With Cooling Towers, and Setting An Effective Date

Whereas, the Town of Addison has completed an engineering study that has identified all major capital projects needed in the foreseeable future, through the build out of Addison, and

Whereas, the Town of Addison has concluded that there are some commercial customers with water cooling towers that are not separately metered, that are billed for wastewater because the water cooling towers are not separately metered, and that these water cooling tower flows are mostly evaporated into the atmosphere and are not returned to the wastewater system, and

Whereas, the Town of Addison has also completed a multi-year financial plan and rate study with the assistance of the Town's Finance Director and City Engineer that has validated that $3.8 million of bonds and accrued interest stemming from the 1993 bond sale will not be needed to complete the current and forecasted capital improvement plans and can be retired or defeased to lower the debt service costs.

Whereas, the multi-year financial plan has formed the basis for a wastewater rate decrease equal to approximately 13.0% and a water rate increase of 2.1%.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON.

I. Sewer Rates

That Chapter 18, Section 76 of the Town of Addison Code of Ordinances entitled "Sewage rates" shall be amended to read as follows:

"The customer classifications, minimum bills, and consumption charges shall be as follows:

Sewer Minimum Bills. Minimum monthly bills shall be applied to all customers based upon customer classification and shall include an allowance for volume based upon water consumed as follows:

Customer Classification	Minimum Monthly Bill	Volume Included (Gallons)
Single Family Residential	$ 8.79	2,000
Multi-Family Residential	$ 50.15	15,000
Municipal/Schools	$ 66.12	20,000
Commercial Large (meter size equal to or greater than 2 inches)	$120.19	37,000
Commercial Small (meter size less than 2 inches)	$ 15.41	3,000
Industrial Large (meter size equal to or greater than 2 inches)	$257.13	80,000
Industrial Small (meter size less than 2 inches)	$ 11.96	3,000
Hotel/Motel	$257.13	80,000

Sewer Volume Rate. All volume which exceeds the amount allowed in the minimum bill shall be charged at a rate of $3.19 per 1,000 gallons of water consumed for all customer classifications.

Maximum Residential Sewer Bill. Single-family residential customers shall not be charged for volume which exceeds 8,000 gallons of water consumed.

Separately Metered Irrigation or Air-conditioning Uses of Water. No sewage charges shall be levied for separately metered water that is used for irrigation sprinklers or for air-conditioning cooling towers where none of the water is returned to the sewage system.

Roof-Top Air-Conditioning Uses That Are Not Separately Metered. Customers with cooling tower units for air-conditioning uses that are not separately metered shall be billed for sewer services based on water consumption up to a maximum amount computed as the average of the three preceding winter billing months of December, January, February. The re-computed winter average will be effective as of October 1996 based on the 1995-96 winter months and for the March monthly billings in 1997 and thereafter.

only for Highrise billing with before 1996

In the event the customer believes their business contributes less sewer volume than those amounts subject to the calculation of maximum of the average water consumption for the three preceding billing winter months, they may, at their expense and under city specifications, construct a separate water line and water meter for air-conditioning cooling tower purposes or, alternatively, construct a separate sewer meter to determine the exact amount of sewage discharged. In the case of a separate water line and water meter, there shall be no sewage charges for the water consumed. In the case of a separate sewer meter, sewage rates shall be charged based upon the actual sewage flow."

II. Water Rates

That Chapter 18, Section 77 of the Town of Addison Code of Ordinances entitled "Water rates" shall be amended to read as follows:

"The customer classifications, minimum bills, and consumption charges shall be as follows:

Water Minimum Bills. Minimum monthly bills shall be applied to all customers based upon customer classification and shall include an allowance for volume based upon water consumed as follows:

Customer Classification	Minimum Monthly Bill	Volume Included (Gallons)
Single Family Residential	$ 7.50	2,000
Multi-Family Residential	$ 45.28	15,000
Municipal/Schools	$ 59.63	20,000
Commercial Large (meter size equal to or greater than 2 inches)	$109.60	37,000
Commercial Small (meter size less than 2 inches)	$ 10.62	3,000
Industrial Large (meter size equal to or greater than 2 inches)	$240.91	80,000
Industrial Small (meter size less than 2 inches)	$ 9.70	3,000
Hotel/Motel	$240.91	80,000
Sprinkler Large (meter size equal to or greater than 2 inches)	$ 75.39	27,000
Sprinkler Small (meter size less than 2 inches)	$ 15.52	5,000
Fire Meters	$ 24.61	8,000

Water Volume Rate. All volume which exceeds the amount allowed in the minimum bill shall be charged at a rate of $1.50 per 1,000 gallons of water consumed for all customer classifications."

III. Effective Date

The effective date of this ordinance shall be for all water and sewer bills issued on or after October 1, 1996.

PASSED AND APPROVED THIS 24th DAY OF SEPTEMBER, 1996.

Richard Beckert, Mayor

ATTEST:

Carmen Moran, City Secretary

TOWN OF ADDISON®

PUBLIC WORKS DEPARTMENT (972) 450-2871

Post Office Box 9010 · Addison, Texas 75001-9010 16801 Westgrove

October 27, 1998

Bill R. Smith
Trinity River Authority of Texas
Northern Region Office
P.O. Box 240
Arlington, TX. 76004-0240

Re: Water Conservation and Drought Contingency Program Annual Report

Dear Mr. Smith,

Please find attached a completed questionnaire as it relates to the Town of Addison Water Conservation Program. Included is a copy of the Towns Water Conservation Ordinance, schedule of water rates, water contract with the City of Dallas, Metrocrest news clippings and brochure with conservation ideas.

If you need any additional information, please do not hesitate to contact me at (972) 450-2878.

Sincerely,

Michael E. Murphy, PE
Assistant Director/Public Works

Return completed form to:

Mr. Bill R. Smith
Trinity River Authority of Texas
Northern Region Office
P.O. Box 240
Arlington, Texas 76004-0240

Water Conservation and Drought Contingency Program Annual Report

TWDB Code No.

Ms. Patricia M. Cleveland
Manager of Operations
Trinity River Authority
1998

Texas Water Development Board (TWDB) "Rules Relating to Financial Programs" require that recipients of TWDB financial assistance for which a water conservation and drought contingency program is required, shall report annually to the TWDB's Executive Administrator. The report must contain information on the **implementation, public response,** and **effectiveness** of the water conservation program. The required annual reports should be submitted within sixty (60) days after the anniversary date of loan closing until all financial obligations to the state have been discharged.

The following questions are designed to provide the TWDB this information in a concise and consistent format for all loan recipients. Please fill in all blanks that pertain to your program as completely and objectiveiy as possible. **If you need additional space or wish to attach a separate report, please feel free to do so using the same numbering sequence.**

IMPLEMENTATION PROGRESS

Long-Term Water Conservation Program

1. **Education and Information Program**

During the past 12 months, 5,000 (total number) water conservation brochures were mailed or otherwise distributed to utility customers during the months of July/Sept. . Approximately 3,500 (number) brochures were distributed to customers through mailouts, 500 as handouts at the utility office, and 1,000 through field employees or other means. Also, 1 news articles were submitted and published in the Metrocrest (newspaper, newsletter). In addition, water conservation messages were printed on bills during the months of N/A (Please attach example.)

In addition, the following education activities were conducted during the reporting period (presentations, school programs, exhibits, television, radio etc). None

(Please attach copies of materials as appropriate)

2. **Water Conservation Plumbing Code**

Which plumbing code does your utility follow? 1997 Uniform Plumbing Code
Does this plumbing code include special water conservation requirements? None other than fixture restrictions.

3. **Water Conservation Retrofit and Plumbing Rebate Programs**

Have you conducted a plumbing retrofit or rebate program during the last 12 months? No.
If yes, approximately N/A households receive kits/rebates
Please describe your program and list specific retrofit items provided or types of fixtures rebated. N/A

4. **Conservation - Oriented Rate Structure**

Please provide your current water and wastewater rate schedule in the space below, or attach a preprinted rate schedule to this report.

See Attachment #1

Have your rates or rate structure changed since your last report? yes. If yes, please describe the changes or attach a copy of the old and new rate structures. Overall rate decrease of 5%. (See Attachment #1)

If you purchase water from a wholesale supplier, please list the supplier(s) Dallas Water Utilities
See Attachment #2 and the rates you are charged by them
Is this a "take or pay" contract? yes * If yes, what is your minimum volume to take? 9.3 milligallons/day.

* We pay a fixed fee for plant capacity and then an additional fee for the actual water used. See Attachment #2.

5. **Universal Metering and Meter Repair**

During the past 12 months, what is the approximate number of:

Production (master) meters	tested 5	repaired N/A	replaced N/A
Meters larger than 1½"	tested 75	repaired 22	replaced 0
Meters 1½" or smaller	tested 55	repaired 0	replaced 340

In the system there are 5 production (master) meters. In addition, there are 566 meters larger than 1½", and 2600 meters 1½" or smaller.

6. **Water Audits and Leak Detection**

The amount of water purchased or produced during the last 12 months was 2,068,592,000 gallons.
The amount of water sold through metered accounts during the last 12 months was 1,937,958,400 gallons.

What is the percent of unaccounted-for water in your utility? 6.32% percent. How often do you audit or account for the water in your system? once a month. List source and amount in gallons for the last 12 months, if known, of metered and unmetered water that is accounted for but not sold (line flushing, city facilities, cemetery, etc.).

Line flushing Dead end Mains - 360,000 est.
Water leaks - 400,000 est.
Stuck meters - 300,000 est.

During the last 12 months, 6 leaks were repaired in the system. Approximately 4 of these leaks were in main lines, 1 were at service connections, 1 were fire hydrants, and _____ were at other points. What types of equipment or methods do you use to locate leaks in your distribution system? Visual and Schonstedt Leak detector equipment.

Approximately how much has your accountability improved as a result of leak repair? For example: a 10 gpm leak that has gone unrepaired for at least 10 days has lost 144,000 gallons of water. (10 gpm x 60 min/hr. x 24 hr./day x 10 days) In 1990 Addison started a service line leak testing survey. The survey located over 60 water water leaks which 86% was found to be leaking from the flare on the corporation stop or curbstop. Repairs were made with compression corporations and curbstops. The estimated annual water loss from these leaks were 15,768,000.(1/2 gal per min. X 60= 30 gal. per min. X 1440=43,200 gal per day x 365)

7. **Water-Conserving Landscaping**

Please list any water-conserving landscaping programs, educational activities, or ordinances enacted during the last 12 months.

8. **Recycling and Reuse of Water or Wastewater Effluent**

What types of water recycling or reuse activities, such as golf course irrigation, recycling filter backwash, or effluent reuse for irrigation or effluent chlorination, etc. are practiced by your utility? Not applicable to our system.

This recycling or reuse amounted to approximately N/A gallons per month for N/A months during the reporting period.

9. **Other Comments**

List any other water conservation activities your utility is conducting. See water conservation ordinance attachment

Emergency Water Demand Management or Drought Contingency Plan

10. During the past 12 months, the Emergency Demand Management or Drought Contingency Plan was activated for 90 days, beginning on 10/31 and ending on 9/30. The reason for activation was Stage 1 of the Dallas Water Utilities Water Conservation Plan (Water Watch). Includes voluntary water conservation and increased public education.

Water demand was reduced by approximately 0 gallons per day.

PUBLIC RESPONSE

11. Briefly describe any public response your utility has received regarding the water conservation and/or the emergency water demand management program. Public response was minimal The Town of Addison never reached a critical level of use. We simply asked our citizens and businesses to use good judgement on their usage and they responded accordingly. Our use was slightly higher than predicted in our master water study completed in 1996,

EFFECTIVENESS OF THE PROGRAM

12. In your opinion, how would rank the effectiveness of your utility's program?

Very effective _____ Effective _____ Somewhat effective X
Less than effective _____ Not effective _____

13. Does the operations staff of your utility review the conservation program on a regular basis? yes If so, how often? annually

14. What types of problems did your utility encounter in implementing the program during the last 12 months? None

15. What might your utility do, or what could the TWDB do, to improve the effectiveness of your program? * Short of mandatory rationing or restrictions, public awareness programs are all that are available through media and brochures. Based on our level of development and our contract with Dallas this is effective for us.

16. How much additional expense has your utility incurred in implementing this program during the reporting period (literature, materials, staff time, etc.)? $2500.00

17. Approximately how much water would you estimate your utility saved during the reporting period due to the overall conservation program? _____ million gallons
15,000,000 over 90 day 1.75/1000
What is the estimated dollar value to the utility of this water savings? $_____

18. Approximately how much would you estimate your water accountability has improved during the reporting period as compared to the previous 12 months? None %

To ensure we address future correspondence to the proper person, please type or print the following:

Mike Murphy	Assistant Dir. of Public Works	(972)450-2878	10/25/98
Name	Title	Phone	Date

* For a list of free technical assistance services available from the TWDB, please write or call at (512) 463-7955.

Return completed form to:

Mr. Bill R. Smith
Trinity River Authority of Texas
Northern Region Office
P.O. Box 240
Arlington, Texas 76004-0240

Water Conservation and Drought Contingency Program Annual Report

TWDB Code No.

Ms. Patricia M. Cleveland
Manager of Operations
Trinity River Authority
1998

Texas Water Development Board (TWDB) "Rules Relating to Financial Programs" require that recipients of TWDB financial assistance for which a water conservation and drought contingency program is required, shall report annually to the TWDB's Executive Administrator. The report must contain information on the **implementation, public response,** and **effectiveness** of the water conservation program. The required annual reports should be submitted within sixty (60) days after the anniversary date of loan closing until all financial obligations to the state have been discharged.

The following questions are designed to provide the TWDB this information in a concise and consistent format for all loan recipients. Please fill in all blanks that pertain to your program as completely and objectiveiy as possible. **If you need additional space or wish to attach a separate report, please feel free to do so using the same numbering sequence.**

IMPLEMENTATION PROGRESS

Long-Term Water Conservation Program

1. **Education and Information Program**

During the past 12 months, ~~5000~~ 5000 (total number) water conservation brochures were mailed or otherwise distributed to utility customers during the months of JUL - SEPT. _____. Approximately 3500 (number) brochures were distributed to customers through mailouts, 500 as handouts at the utility office, and 1000 through field employees or other means. Also, 1 news articles were submitted and published in the METROCREST (newspaper, newsletter). In addition, water conservation messages were printed on bills during the months of N/A (Please attach example.)

In addition, the following education activities were conducted during the reporting period (presentations, school programs, exhibits, television, radio etc). NONE

(Please attach copies of materials as appropriate)

2. **Water Conservation Plumbing Code**

Which plumbing code does your utility follow? 1997 ~~UNIVERSAL~~ UNIFORM PLUMBING CODE
Does this plumbing code include special water conservation requirements? NONE OTHER THAN FIXTURE RESTRICTIONS.

3. **Water Conservation Retrofit and Plumbing Rebate Programs**

Have you conducted a plumbing retrofit or rebate program during the last 12 months? NO
If yes, approximately N/A households receive kits/rebates
Please describe your program and list specific retrofit items provided or types of fixtures rebated. N/A

4. **Conservation - Oriented Rate Structure**

Please provide your current water and wastewater rate schedule in the space below, or attach a preprinted rate schedule to this report.

SEE ATTACHMENT #1

Have your rates or rate structure changed since your last report? ~~NO~~ YES. If yes, please describe the changes or attach a copy of the old and new rate structures. OVERALL RATE DECREASE OF 5%. (SEE ATTACHMENT #1).

If you purchase water from a wholesale supplier, please list the supplier(s) DALLAS WATER UTILITIES SEE ATTACHMENT #2 and the rates you are charged by them
Is this a "take or pay" contract? YES, modified If yes, what is your minimum volume to take? 9.3 ~~Million~~ gallons/day. ~~SEE ATTACHMENT #2~~ We pay a fixed fee for ~~a~~ allowable plant capacity and then a fixed fee for the actual water used and additional See Attachment 2.

5. **Universal Metering and Meter Repair**

During the past 12 months, what is the approximate number of:

Production (master) meters	tested 5	repaired N/A	replaced N/A
Meters larger than 1½"	tested 75	repaired 22	replaced 0
Meters 1½" or smaller	tested 55	repaired 0	replaced 340

In the system there are 5 production (master) meters. In addition, there are 566 meters larger than 1½", and 2600 meters 1½" or smaller.

6. **Water Audits and Leak Detection**

The amount of water purchased or produced during the last 12 months was
2,068,592,000 gallons.
The amount of water sold through metered accounts during the last 12 months was
~~1,[redacted]~~ gallons.
1,937,958,400

What is the percent of unaccounted-for water in your utility? 6.32% percent. How often do you audit or account for the water in your system? Once a month. List source and amount in gallons for the last 12 months, if known. of metered and unmetered water that is accounted for but not sold (line flushing, city facilities. cemetery, etc.).
Line Flushing Dead end mains - 360,000 EST.
water leaks - 400,000 EST.
stuck meters - 300,000 EST.

During the last 12 months, 6 leaks were repaired in the system. Approximately 4 of these leaks were in main lines, 1 were at service connections, 1 were fire hydrants, and _____ were at other points. What types of equipment or methods do you use to locate leaks in your distribution system? Visual and Schonstedt Leak detector Equipment.

Approximately how much has your accountability improved as a result of leak repair? For example: a 10 gpm leak that has gone unrepaired for at least 10 days has lost 144,000 gallons of water. (10 gpm x 60 min/hr. x 24 hr./day x 10 days) during the first year (1990) a leak survey was conducted. Over 60+ service Lines were found to be leaking. Currently Addison has an on going leak testing program performed by in house staff. Fire hydrants, service lines have been our main focus (unable to accurately calculate)

7. **Water-Conserving Landscaping**

Please list any water-conserving landscaping programs, educational activities, or ordinances enacted during the last 12 months.

8. **Recycling and Reuse of Water or Wastewater Effluent**

What types of water recycling or reuse activities, such as golf course irrigation, recycling filter backwash, or effluent reuse for irrigation or effluent chlorination, etc. are practiced by your utility? NOT APPLICABLE TO OUR SYSTEM.

This recycling or reuse amounted to approximately N/A gallons per month for N/A months during the reporting period.

9. **Other Comments**

List any other water conservation activities your utility is conducting.
See water conservation ordinance attachment

Emergency Water Demand Management or Drought Contingency Plan

10. During the past 12 months, the Emergency Demand Management or Drought Contingency Plan was activated for ~~YES~~ 90 days, beginning on 10/31 and ending on 9/30.
The reason for activation was STAGE I OF THE DALLAS WATER UTILITIES WATER CONSERVATION PLAN (WATER WATCH). INCLUDES VOLUNTARY WATER CONSERVATION AND INCREASED PUBLIC EDUCATION.
Water demand was reduced by approximately - 0 - gallons per day.

PUBLIC RESPONSE

11. Briefly describe any public response your utility has received regarding the water conservation and/or the emergency water demand management program. PUBLIC RESPONSE WAS MINIMAL. THE TOWN OF ADDISON NEVER REACHED ~~ANY~~ ~~PEAK~~ ~~STAGE~~. WE SIMPLY ASKED OUR CITIZENS AND BUSINESSES TO USE GOOD JUDGEMENT IN THEIR USEAGE AND THEY RESPONDED ACCORDINGLY. OUR USE WAS slightly higher than predicted in our master water study completed in 1996.

EFFECTIVENESS OF THE PROGRAM

12. In your opinion, how would rank the effectiveness of your utility's program?

Very effective _____ Effective ~~X~~ Somewhat effective X
Less than effective ~~X~~ Not effective _____

13. Does the operations staff of your utility review the conservation program on a regular basis?
YES If so, how often? ANNUALLY

14. What types of problems did your utility encounter in implementing the program during the last 12 months? NONE

15. What might your utility do, or what could the TWDB do, to improve the effectiveness of your program? * SHORT OF MANDITORY RATIONING OR RESTRICTIONS, PUBLIC AWARENESS PROGRAMS ARE ALL THAT ARE AVAILABLE THROUGH MEDIA & BROCHURES. Based on our level of development and our contract with Dallas this is effective for us.

16. How much additional expense has your utility incurred in implementing this program during the reporting period (literature, materials, staff time, etc.)? $ ~~5000.00~~ 2500.00

~~180K x90~~ 15000,000 over 90 day
1.75/1000

17. Approximately how much water would you estimate your utility saved during the reporting period due to the overall conservation program? NONE million gallons

What is the estimated dollar value to the utility of this water savings? $ NONE

18. Approximately how much would you estimate your water accountability has improved during the reporting period as compared to the previous 12 months? NONE %

To ensure we address future correspondence to the proper person, please type or print the following:

Name	Title	Phone	Date
MIKE MURPHY	ASST. DIR. PUBLIC WORKS	(972)450-2878	10/25/98

* For a list of free technical assistance services available from the TWDB, please write or call at (512) 463-7955.

Looks GOOD.
HAVE Alyssa TYPE, MAKE COPY and MAIL out ENTIRE package with

In 1990 Addison started a service line leak testing survey. The survey located over 60 water leaks which 86 % was found to be leaking from the flare on the corporation stop or curbstop. Repairs were made with compression corporations and curbstops. The estimated annual water lose from these leaks were 15,768,000.

(1/2 gallon per minute x 60 = 30 gallons per minute x 1440 = 43,200 gallons per day x 365 = 15,768,000)

Mike is this ok?

EXHIBIT A

MEMORANDUM OF AGREEMENT

ATTACHMENT #2

1. Purpose: The purpose of this agreement is to settle current rate disputes, and to provide a basis for determining rates in the future.

2. Water System Policy: Dallas operates a water system to provide safe and reliable water supply, adequate for the current water use and future growth of Dallas and customer cities, and to avoid any substantial subsidization of any class of customers by any other class of customers.

3. Responsibilities:

   a. Dallas is responsible for planning, financing, constructing and operating the water supply system to the extent permitted by available water revenues, for developing cost of service information to support rate changes, and for informing customer cities of changes and financial data.

   b. Customer cities are responsible for keeping Dallas informed concerning their projected water supply needs and operating requirements, for planning and managing their system to promote water conservation and efficient system operation, and for paying rates adequate to cover costs incurred in providing service to them.

4. Rate Setting Principles (for wholesale treated water)

   a. Revenue requirements are to be determined on utility basis, at original cost.

   b. Dallas is to receive a rate of return on rate base equal to embedded interest rate plus 1.5%, which is agreed to be an adequate return to cover its costs and risks and as compensation for ownership and management responsibilities.

   c. All existing and future reservoirs and associated facilities are to be included in common rate base. Customer cities as a class, shall pay their proportionate share of costs for reservoir storage, including that portion held for future use. Initially, customer cities shall cover 26% of total reservoir costs. This percentage shall be increased or decreased in direct proportion to future changes in actual usage in conjunction with periodic cost of service studies. (Dallas pays the balance.) Allocation of other costs is to be based on current use.

   d. There will be a two part rate (volume and demand), with allocation of costs in rate design to encourage efficient operation of water system.

   e. At the end of ten years, and each ten years thereafter, the City of Dallas or a majority of customer cities who are a party to this agreement may request a review of the above rate setting principles; and if so, the principles shall be subject to renegotiation.

5. Initial Rates and Rate Base Allocations: The initial rates accepted under this agreement are:

Rate of Flow Controller Cities - 10.42¢/1000 gal
and $36,793/mgd

Flat Rate Cities - 43.04¢/1000 gal

Initial Rate Base Allocations shall be as follows:

Reservoirs	25.7%
Raw Water Transmission	19.4%
Purification Facilities	19.4%
Treated Water Transmission	19.4%
Distribution	2.3%
Other/Administration	14.4%

Dallas will prepare a cost of service study to support these rates and allocations, and will submit it to the customer cities to review and accept prior to submission to the Texas Water Commission.

6. Term: The term of this agreement is thirty years, and such additional periods as the parties may agree upon.

7. Approved changes: Changes in the rate setting principles or other conditions may be made by mutual agreement of all parties at any time. If any state or federal governmental agency having jurisdiction disapproves any material part of this agreement during the term, the agreement is subject to cancellation by any party.

8. Individual contracts for wholesale water service between Dallas and customer cities will be consistent with this Memorandum of Agreement. Dallas and customer cities will honor their existing water service contracts.

9. Individual Interest in Reservoir the City of Dallas will negotiate with such customer cities that desire to purchase an individual interest in the present Dallas reservoir system. This offer to negotiate shall not extend past 9/1/82.

10. Execution of this agreement by the undersigned indicate that such individuals will recommend to their respective city councils or governing boards settlement of the rate controversy on the basis set forth herein.

City of Addison

By: Charles McDaniel

City of Farmers Branch

By: _____

City of Balch Springs

By: B. A. Koerner

Flower Mound Municipal Utility District #1

By: David L. Carter

Water Control and Improvement District No. 6

By: Johnny McLeod

City of Grand Prairie

By: Craig Johnson City Mgr

City of Carrollton

By:

City of Ketchins

By:

City of Cedar Hill

By:

City of Irving

By:

City of Cockrell Hill

By:

City of Lancaster

By:

City of Coppell

By:

City of Richardson

By:

City of DeSoto

By:

City of Seagoville

By:

As approved by Resolution 79-83 attached hereto.

City of Duncanville

By:

City of Dallas

By:

By:

By:

5445B/dld

Effective Date: The above Memorandum of Agreement was approved by the governing body of the parties executing same. The rates provided for therein were implemented by an ordinance passed by the Dallas City Council on December 12, 1979 and the complaints of all customers executing such agreement were dismissed by the Texas Water Commission on December 17, 1979. Such agreement therefore became effective on December 17, 1979.

B. Meter boxes, service lines, laterals and other facilities necessary to provide service shall, upon installation, become the property of the city furnishing service.

C. The customer to be served will sign a contract with the city furnishing service, agreeing to abide by all the ordinances of that city which relate to the furnishing of said service.

D. The city requesting service hereunder hereby grants to the city providing such service authorization to go upon the public streets, roadways, alleys and easements of the former city for the purpose of installing, maintaining and removing such facilities as are necessary to provide service.

E. If at any time the city requesting service hereunder shall construct a main capable of providing water and/or wastewater service to any customer being served under the terms of this agreement, then upon request the city so providing the service shall terminate same, reserving the right to remove its meters and materials from the property previously served; provided, the customer shall have a reasonable time, not to exceed one month, to connect to the new service.

F. In the cases where a customer receives water service from one city and wastewater service from the other, the city furnishing water service will provide the other city with monthly meter readings and water consumption information on such customers and will permit appropriate employees of the city furnishing wastewater service to read and examine the meters serving such customers to determine the accuracy of readings so furnished and to permit appropriate employees of the city furnishing wastewater service to examine water consumption records of such customers, provided that no meter shall be removed or adjusted except by the city furnishing water service.

5. CLAIMS OF LIABILITY

It is further mutually agreed by Dallas and Addison that insofar as the services contemplated hereunder are performed by either city within the jurisdiction of the other city and to that extent only, Dallas, and Addison hereby mutually agree that they will release, hold harmless and defend the other city from all claims of liability which result from damage to property (real or personal) or persons arising directly or indirectly from the performance of the services provided for hereunder.

3. TEMPORARY RECIPROCAL SERVICES PROVIDED (1) DIRECTLY TO BORDERING CITIES AND (2) TO COMMERCIAL, INDUSTRIAL OR OTHER COMPLEXES NOT CONTEMPLATED BY PARAGRAPH 2.

When services are requested and it is determined by the city from which service is requested that the service is appropriate and can be offered without diminution of the level of service being provided to other customers of the servicing city, Dallas and Addison hereby mutually agree to provide temporary water and/or wastewater service on a reciprocal basis when (1) the service to be furnished is to be provided directly to the reciprocating city as the customer or, (2) the service to be furnished is for a commercial, industrial, or other customer not meeting the criteria for service consideration in paragraph 2.

The class of service contemplated by this paragraph 3 shall be offered at the option of the servicing city. Determination of service feasibility will be rendered upon written request being made by the city requiring service. Nothing contained herein shall require that either city will be compelled to offer service after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

Rates to be charged for this class of service shall be the rates established by ordinances of the servicing city.

The city requesting the service shall pay full cost of any extension, facilities or improvements required to make the service available. The amount of the charges shall be determined by the officials designated in paragraph 4.A. of this agreement.

4. GENERAL TERMS AND CONDITIONS

Service will be provided from mains in the public streets, roadways, alleys and easements existing along the common boundaries of Dallas and Addison under the following terms and conditions, which shall apply equally to either city:

A. The city requiring services shall initiate the request for reciprocal services by forwarding a written request for service. The request shall be accompanied by a map which identifies the location of the proposed properties. Approval of requests for service shall be in writing and will be forwarded or approved by the following:

For the City of Dallas	For the City of Addison
Director, Dallas Water Utilities City Hall 1500 Marilla Dallas, Texas 75277	Director of Water Utilities P. O. Box 144 Addison, Texas 75001

The class of service contemplated by this paragraph 2 anticipates a temporary connection until such time as the city requesting service will have water and wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located. Nothing contained herein shall require that either city will be compelled to accept a customer classed under this paragraph 2 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

A. Service will be provided to the following type customers whose properties are located immediately adjacent to or in reasonable proximity of the common boundary:

   (1) Single family residences or duplexes where mains are not in place.

   (2) Individual commercial and industrial properties containing no more than 200,000 square feet of building floor space, provided that commercial or industrial facilities in excess of 200,000 square feet consuming only nominal amounts of water or contributing only nominal amounts of wastewater may be considered as an exception to this provision.

   (3) Specific residential subdivisions consisting of no more than 20 single family units and apartment complexes, townhouses or other types of multiple dwelling units consisting of no more than 35 single family units in the immediate area for which service is being requested.

B. The city providing the water and/or wastewater service contemplated herein shall charge the customer so served one and one-half times the rates and associated charges charged customers whose property lies within its own areas and boundaries.

C. As a precondition of receiving service, the customer being served may also be required to pay all or part of the costs determined to be necessary to extend service and to pay the normal service charges for the type service being offered. Applicability of costs of extending service shall be determined by the officials designated in paragraph 4.A. of this agreement. Normal service costs will be determined as contemplated by paragraph 1.C.

EXHIBIT F

RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT

1. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR SINGLE FAMILY RESIDENCES OR DUPLEXES - WHEN SERVICING CITY HAS MAINS IN PLACE

Dallas and Addison hereby mutually agree, that when mains of the servicing city are currently in place, to provide water and/or wastewater service to customers along public streets, roadways, alleys and easements upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

A. Service will be provided to single family residences or duplexes situated on no more than one acre of land located immediately adjacent to the common boundary.

B. The city providing the water and/or wastewater service contemplated hereunder shall charge the customer so served the same rates and associated charges as charged customers whose property lies within its own areas and boundaries.

C. The customer being served will be required to pay a connection service charge to the city furnishing service. The connection service charge shall be the then current amount established by the servicing city's ordinances. If a service charge is not specified by the current ordinances for the size or type service to be provided, the service charge shall be the servicing city's actual cost for rendering the service.

2. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR: (1) SINGLE FAMILY RESIDENCES OR DUPLEXES WHERE MAINS ARE NOT IN PLACE, (2) COMMERCIAL AND INDUSTRIAL COMPLEXES, (3) RESIDENTIAL SUBDIVISIONS, APARTMENTS OR TOWNHOUSES AND OTHER MULTI-DWELLING RESIDENTIAL UNITS.

Dallas and Addison hereby mutually agree to provide temporary water and/or wastewater service to customers along public streets, roadways, alleys and easements upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

EXHIBIT C

SPECIAL CONTRACT CONDITIONS/AGREEMENTS

At the date of the initial contract no special conditions or agreements were required.

It is contemplated that if special conditions or agreements pertaining to this contract are required in the future, this present Exhibit C will be replaced.

EXHIBIT B

DELIVERY FACILITIES

Description :

A. Customer's primary delivery facility is a rate of flow controlled metering station located at 15100 Surveyor Boulevard, inside Addison's city limits. This metering station is equipped with a 12" Venturi meter and associated equipment, including telemetry equipment that is tied into Dallas' control station.

B. Customer has two standby services as follows:

1. An 8" fire service meter located at the northeast corner of Addison and Beltline Roads inside customer's city limits. This service is fed by Dallas' 54" main located in Beltline Road right-of-way.

2. A 6" fire service meter located at 4961 Westgrove Drive (northeast corner of Dallas Parkway and Westgrove), inside Dallas' city limits. This service is fed by Dallas' 16" main located in Dallas Parkway right-of-way.

Demand Capabilities:

A. The 12" Venturi meter's maximum delivery capability is 4.0 MGD.

B. The 8" fire service meter's maximum delivery capability is 3.0 MGD.

C. The 6" fire service meter's maximum delivery capability is 2.5 MGD.

Payment : Customer shall pay Dallas the prevailing ordinance rate as a standby fee for the 6" and 8" meters. If the standby services should be activated the volume taken shall be billed in the following billing cycle.

Operation and Maintenance of Standby Meters :

A. Dallas agrees that at least one time during the water year, both customer and Dallas will jointly operate the standby meters. Either customer or Dallas may establish the time and date for this operation.

B. Dallas agrees to instruct customer's personnel on operation of the standby meters and vault equipment. However, customer shall not operate the equipment without first notifying Dallas. If practical, Dallas may elect to be present at the time customer operates Dallas' equipment.

C. Only Dallas' personnel or agents will be permitted to perform tests and make repairs to the standby meters. Customer will be notified prior to Dallas' performing tests and repairs. Customers may witness such tests and repairs.

Anticipated Future Facilities : Addison has informed Dallas that Addison's peak demand may increase to 30 MGD in the future. At the effective date of this contract Dallas and Addison are in the process of evaluating Addison's future demands, and it is contemplated that a properly sized delivery facility will be constructed by Addison as a result of evaluating Engineering studies prepared for this purpose. Dallas' obligations to meet Addison's future demand are specified in paragraphs 1.1 and 1.2.

820108

WHOLESALE TREATED WATER CONTRACT

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

THIS Contract made and entered into this the 6th day of January, 1982, by and between the City of Dallas, Texas, hereinafter called Dallas, and the City of Addison, Texas, hereinafter called Customer.

WHEREAS, Customer is desirous of purchasing water from Dallas, and Dallas desires to make provisions for the delivery and sale of water to Customer as set forth herein under the terms and conditions herein stated; and

WHEREAS, both Dallas and Customer from time to time have need to request the other to furnish water and/or wastewater service to each other's customers along common boundary lines wherein only one city has facilities available;

NOW, THEREFORE, Dallas, and Customer in consideration of the terms, covenants, and conditions herein contained, hereby agree as follows:

W I T N E S S E T H:

1.0 WATER SALES:

1.1 Dallas agrees to deliver to Customer potable water in accordance with the specifications and restrictions in Section 3.0 hereof. Dallas agrees to provide potable water to meet volume and demand requirements of Customer as provided herein.

1.2 Delivery of potable water to meet the requirements of Customer is subject to and limited by available system supply and system

deliverability, as determined by the Director of Water Utilities of Dallas. Such delivery shall not be unreasonably withheld.

2.0 DEMAND; CHANGES IN DEMAND:

2.1 "Demand" means the maximum rate of flow mutually established by Customer and Dallas that may be taken by Customer within a water year.

2.2 "Water year" means the year beginning June 1 and ending May 31.

2.3 If Dallas fails to make available the currently established demand for seven or more consecutive days the demand charge for such days shall be calculated by using the maximum rate of delivery for such days times the current annual demand charge divided by 365 times the number of days of reduced flow.

2.4 If Dallas fails to make available the currently established demand for 30 or more consecutive days the demand charge for that water year shall be calculated by using the maximum rate of delivery for such days times the current annual demand charge.

2.5 Customer shall give reasonable notice to Dallas of anticipated changes in demand requirements. Such notice shall be given at least 6 months in advance if the requested change, when considered with other pending or contemporaneous requests, does not require construction of additional facilities. The Director of Water Utilities of Dallas may waive the 6 month notice requirement for good cause shown. If construction of additional facilities is required, such advance notice as will be necessary to allow for financing, design and construction of the needed facilities shall be given.

2.6 Customer agrees to pay the total annual demand charge for any increase in the agreed upon maximum demand during a water year; and for each water year to pay annual demand charges based on (1) the current water year demand or (2) the highest demand established during the five water years preceding, whichever is greater.

2.7 Customer agrees that Dallas' capability to provide increases in demand or volume is subject to available supply and deliverability, as determined by the Director of Water Utilities of Dallas.

3.0 DELIVERY POINT, ACCESS, ETC.:

3.1 Dallas agrees to deliver water contracted for by Customer at delivery point(s) as delineated in Exhibit B attached hereto and at such additional points as may be mutually agreed upon by both parties. The cost of all delivery facilities, whether delineated in Exhibit B hereof or mutually agreed upon at a later date, shall be borne by Customer, except that Dallas may elect to require oversizing of the delivery facilities for the benefit of Dallas or other parties. If Dallas elects to oversize delivery facilities, Dallas shall be responsible for oversizing costs to the extent of the difference between customers required delivery facilities and the oversize specified by Dallas. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, contracting, construction and financing of facilities and acquisition of any right-of-way for delivery of the water from the Dallas system to the delivery point(s). Plans shall be submitted to Dallas for written approval and all designs, materials and specifications shall conform to Dallas requirements. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the delivery facilities. Final acceptance of completed delivery facilities is subject to the written approval of Dallas.

3.2 Unless otherwise agreed by both parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to reimburse Dallas for actual construction costs attributable to service of Customer, excluding costs of engineering, design, telemetry equipment, telephone and electric service.

3.3 Customer agrees that after final inspection and acceptance of delivery facilities, Customer will convey title of those facilities and rights-of-way in conjunction therewith to Dallas. Upon conveyance of title to delivery facilities by appropriate instrument(s) Dallas shall be responsible for operation and maintenance thereof.

3.4 Customer agrees to provide ingress and egress for Dallas employees and agents to all its premises inside Customer's boundaries to install, operate, inspect, test, and maintain facilities owned or maintained by Dallas within city limits of Customer.

3.5 Dallas agrees to provide ingress and egress for Customer's employees and agents to all premises inside Dallas' boundaries to install, operate, inspect, test, and maintain facilities, and read meters owned or maintained by Customer within Dallas.

3.6 It shall be the duty of either party to this contract to notify the other party in the event that the meter(s) is registering inaccurately or malfunctioning so that the meter(s) can be promptly repaired. Each meter will be operated and maintained so as to record with commercial accuracy. Dallas will notify customer prior to any meter tests. Either party has the right to request a meter be tested with the other party having the right to witness such test. If Customer requires an independent testing service be used,

Customer shall pay the cost of said testing service if the meter(s) is found to be accurate. If meter(s) is found inaccurate, Dallas shall pay the costs of said testing service.

4.0 BOOKS AND RECORDS:

Dallas agrees that Customer or its agent may have access to the books and records of Dallas Water Utilities at reasonable times. Customer agrees that Dallas or its agent may have access to the books and records of the Customer's Water Utilities at reasonable times.

5.0 ADDITIONAL SURFACE WATER SUPPLIES:

5.1 If Customer develops or acquires additional surface water supplies from any source other than Dallas, resulting in reduced demand from Dallas, then Dallas is released from the obligation to supply the demand amount mutually established under Section 2 hereof. In such event Dallas may adjust its supply obligation to levels commensurate with Customer's reduced demand.

5.2 If within the term of this contract Customer ceases to take water from Dallas because such other surface water supplies have been developed or acquired, Customer shall for five years or the balance of this contract, whichever is less, remain liable for demand charges at the billing level in effect at such cessation. This obligation, once established, shall serve as liquidated damages and is intended to compensate Dallas for the expenditures incurred on Customer's behalf for the cost of installation of supply, transmission, treatment, delivery and service facilities. It is agreed by the parties that such liquidated damages are a reasonable substitute for compensatory damages which are difficult or impossible to calculate herein. This obligation is intended by the parties not to be a penalty, but instead, a reasonable measure of damages.

6.0 RESALE:

Customer agrees not to sell water purchased from Dallas to any person or entity outside Customer's corporate boundaries (as may be adjusted from time to time) unless Customer has received prior written approval from the Director of Water Utilities of Dallas. In granting such authorization, Dallas may establish the terms and conditions of the conveyance of such water including, but not restricted to, the setting of monetary rates for sale of such water. "Convey" means sell, trade, donate, exchange, transfer title, or contract therefor.

7.0 RATES AND PAYMENT:

7.1 Rates charged Customer, including demand charges established herein, shall be established by ordinance of Dallas. The capital costs contributed by the Customer for delivery facilities and metering facilities shall be excluded from the rate base.

7.2 Customer understands that Dallas City Council has the right by ordinance to revise the rates charged, from time to time as needed, to cover all reasonable, actual and expected costs. Any revision of rates shall be pursuant to principles set forth in the Memorandum of Agreement attached hereto. Dallas shall give Customer a minimum of 6 months notice of intent to revise rates. Dallas will furnish Customer a draft copy of the Cost of Service Study for Proposed Rates thirty (30) days prior to Dallas submitting a rate increase request to its City Council.

7.3 Customer agrees to give Dallas a minimum of 30 days notice of intent to protest rates or any other condition of service.

7.4 Dallas agrees to render a statement of charges monthly. Payment is due upon receipt of statement. Customer agrees to pay promptly. Demand charge shall be billed monthly.

7.5 In the event a meter(s) is discovered malfunctioning, then the amount of water that has passed through the meter will be estimated for each day the meter has not functioned correctly. The last correctly measured monthly consumption will be used as a basis for mutually computing the amount of water delivered to the Customer during the time the meter has not been functioning correctly.

8.0 CURTAILMENT:

8.1 Customer agrees that if water supplies or services are curtailed within Dallas, Dallas may impose a like curtailment on deliveries to Customer. Customer will cooperate by imposing conservation measures upon its sales.

8.2 Dallas is required by federal contract to submit for approval a water conservation plan which incorporates loss reduction measures and demand management practices which insure that the available supply is used in an economically efficient and environmentally sensitive manner. Upon request, Customer will furnish a copy of its conservation plan.

8.3 To the extent Dallas imposes restrictions or grants privileges of general applicability to itself and customer cities, including rules relating to the curtailment of water delivery and availability, Dallas agrees to impose such restrictions and grant such privileges equitably and in a non-discriminatory fashion.

9.0 RIGHTS-OF-WAY AND STREET USE:

9.1 Customer agrees to furnish any rights-of-way necessary within or without Customer's boundaries for Dallas to make delivery of water as provided in Section 3 hereof, and to convey such right-of-way to Dallas as therein provided.

9.2 Customer agrees that with prior written approval of Customer, Dallas may use streets, alleys and public rights-of-way within Customer's boundaries for pipeline purposes to provide water to Customer or to other customers without charges or tolls provided that Dallas makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition.

9.3 Dallas agrees that, with prior written approval of Dallas, Customer may use Dallas streets, alleys and public rights-of-way, within Dallas boundaries for pipeline purposes to provide water to Customer without charges or tolls, provided Customer makes necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition.

10.0 STANDARDS:

10.1 Customer shall protect Customer's storage and distribution system from cross connections under the specifications required by health standards of the State of Texas.

10.2 Customer agrees to provide air gaps for any ground storage and backflow preventers for any elevated storage.

10.3 Customer agrees to provide internal storage sufficient to meet its emergency needs and to maintain a reasonable load factor for deliveries from Dallas to Customer.

11.0 MEMORANDUM OF AGREEMENT:

The Memorandum of Agreement, attached hereto and marked Exhibit A, effective December 17, 1979, and executed by various Customer entities is incorporated herein, as if copied word for word and is made a part of this agreement. Any revision of the Memorandum of Agreement, according to its terms and not in conflict herewith,

damages, Dallas and Customer agree that, in the event of any default, the other party shall have available to it the equitable remedy of specific performance in addition to other legal or equitable remedies which may be available to such party.

13.0 SPECIAL PROVISIONS:

Special provisions applicable to this contract are attached hereto and styled Exhibits B, C, and F. These Exhibits are incorporated herein, as if copied word for word. Exhibit B delineates the delivery facilities. Exhibit C contains provisions peculiarly applicable to the contract with Customer. Exhibit F provides conditions under which the contracting parties may provide reciprocal water and/or wastewater services to customers along their common boundaries and conditions under which the parties to this Contract may provide each other with temporary water and/or wastewater services.

14.0 TERM:

This contract shall remain in force and effect for a term of 30 years, from the date of execution of the contract.

15.0 VENUE:

The parties herein agree that this contract shall be enforceable in Dallas, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

16.0 NO VERBAL AGREEMENT:

This contract contains all commitments and agreements of the parties hereto and no verbal or written commitments shall have any force or effect if not contained herein.

17.0 APPLICABLE LAWS:

This contract is made subject to all applicable laws of the State of Texas and the United States.

18.0 CONTRACT INTERPRETATION:

In interpreting the various provisions of this contract in a Court of Law, any said court having jurisdiction shall apply the laws of the State of Texas to interpret the terms and provisions of this contract.

19.0 CAPTIONS:

The captions to the various clauses of this contract are for informational purposes only and shall not alter the substance of the terms and conditions of this contract.

20.0 NOTICES:

Any notice required under this contract may be given to the respective parties at the following addresses by Certified Mail, postage prepaid:

Customer	Dallas
City of Addison, Texas Attn: City Manager P. O. Box 144 Addison, Texas 75001	City of Dallas, Texas Attn: City Manager City Hall Dallas, Texas 75201

EXECUTED this the 6th day of January, 1982, by the duly authorized officers of the City of Dallas, and the City of Addison.

ATTEST:

for ROBERT S. SLOAN,
City Secretary

CITY OF DALLAS
CITY MANAGER

BY _____
Assistant City Manager

COUNTERSIGNED:

City Controller

APPROVED AS TO FORM:
LEE E. HOLT, City Attorney

BY _____
Assistant City Attorney

CITY OF ADDISON

ATTEST:

City Secretary

BY _____
Jerry Redding, Mayor

APPROVED AS TO FORM:

City Attorney

2334K/ls

July 17, 1998

Volume 39, Number 29

The Metrocrest News

S BRANCH ☐ COPPELL

Distributed by The Dallas Morning News

Addison cuts own water use, too

Addison is managing its water problems through a long heat wave by employing conservation methods. The situation is not critical, however.

"We have about 1,500 single-family homes in Addison," said City Manager Ron Whitehead. "So our problems aren't really the same."

Addison recently increased the rate of the water it buys from Dallas. "We've increased the flow by half a million gallons," Whitehead said. Addison's water demands come more from commercial, rather that residential customers. "And because of all the landscaping the town does, we see a noticeable demand there, too."

Slade Strickland, Addison's director of parks and recreation and landscape development, and Mike Murphy, the town's assistant director of public works, are looking at what the town may do to answer a water shortage. "They will analyze the town's usage," the city manager said.

"We are cutting back on our watering volume and on the number of days we water," Strickland said. "Normally, we would add watering days to our summer schedule, but right now, we're not doing it."

The town has six million gallons of water in underground storage and an additional million gallons in overhead tanks. Another million gallons is kept in above-ground tanks.

During past water emergencies, the Town of Addison has asked for, and received, voluntary conservation from citizens and commercial operations. "We may ask our restaurants to not serve water unless it is specifically requested," was an example Whitehead gave.

"The Fourth is not a big weekend for our hotels," so the demand for water wasn't an issue for Addison last weekend. At the close of their daily business, the town's many office buildings disgorge their occupants. "That keeps demand levels down, too," he said.

Carrollton rations water

By JACK DICOSKEY
News Staff Writer

Lawn watering was placed under emergency water conservation measures during an emergency Carrollton City Council meeting this week. The fines imposed for ignoring the law, which took effect after council voted on it, indicate the seriousness with which the body looked at how lawn watering is depleting the city's water level. After a first-time warning, citizens face a $200 fine if they receive a citation.

"This is a very serious matter," said City Manager Gary Jackson. "It requires all of Carrollton's awareness and participation to successfully maintain adequate water reserves for fighting." Part of the reason for last Monday's meeting was to assure that adequate fighting water pressure would be available to the city under the current weather conditions in north Texas.

Last Monday's ordinance is aimed at residential and commercial customers. Odd/even watering measures are still in effect. "If your address is an odd number, then we ask you to water on odd numbered days. The same thing applies to even numbered addresses," said Tim Tumulty, Carrollton's Director of Public Works and Engineering. The emergency ordinance prohibits watering on Sundays and Wednesdays during the entire 24-hour periods, with no exceptions.

Lawn watering hours are from 7 p.m. to 5 a.m. "Everybody watering during those hours will have an impact on our water supply,"

See WATER Page 8A

THE Addison ADDRESS
BUSINESS EDITION
SUMMER 1998, VOL. 1 ISSUE 9

Yes, 75001!

ADDISON RESIDENTS CHOOSE NEW ADDRESS

The recent post office survey received an overwhelming response from the community. More than 33% of the surveys were completed and returned! The results? Three of the four zips codes in Town will be changing from Dallas to Addison: 75234, 75244 and 75248. The only zip code that will keep a Dallas, Texas mailing address is 75240.

Please note that the new zip code will be 75001, not 75005 as was previously advertised. Apparently, area codes aren't the only thing the Metroplex is growing out of in its recent boom. It is also running out of zip codes! To accommodate the growth, the Postal Service is going to adapt 75001 – the zip code currently used by Addison P.O. Box holders – to also apply to local delivery in Town. This will not affect current Addison P.O. Box users!

"We can use 75001 and change the classification of the ZIP code from a P.O. box office to a full service delivery office," explained Floretta Reed, Manager, Metro Operations-DFW/District Manager, Dallas. "With that change, we can deliver mail by October 3. Establishing a new ZIP code requires more justification and would take much longer."

The change won't be effective until Monday, October 3. From creating new routes, to reassigning postal workers, to arranging for temporary buildings in which to sort mail, there is a lot of work to be done between now and October. The new post office on Airport Parkway (which, by the way, is slated to open in August), was not designed to accommodate local delivery. In order to adapt to the upcoming modification, the Post Office is going to place temporary buildings at the back of the property.

Also, when the new change takes effect chances are there will be a new face delivering your mail. Since almost all of the delivery routes in Addison are new, they will need additional carriers to support them.

"We are pleased the residents and businesses finally had an opportunity to vote on their address," said Addison City Manager Ron Whitehead. "We are looking forward to October."

INSIDE THIS ISSUE

From The Mayor

Next time you drive by the new Anne Frank School on Montfort Drive, take a moment to peer through the fence at the playground area. The first thing you'll probably notice is the obvious lack of swings, slides and monkey bars. In fact, DISD does not include funding in their budgets for any playground equipment, even for elementary schools.

Traditionally, the local community has taken on the onus of raising the necessary $50,000 to build a play area for the students. The Anne Frank School is no exception. The Addison area businesses and residents have stepped up to the plate and contributed nearly $55,000. I would like to personally thank the many businesses and individuals who have donated funds: Trinity Christian Academy, Providence Bank, MBNA Hallmark Information Services, Pecan Hill Ranch, Inc., O'Neal Gray, Addison Business Association, Turchin & Co., Bristol Hotels & Resorts, Excel, CMT, Inc., Zurn Industries, Britton and Fraser Shields, Michael F. Irvine, SMI Designs, Inc. , Linda Morgan Watson, Hotel Inter-Continental Dallas, Addison National Bank, AmeriServe Food Distribution, Mary Kay Ash Charitable Trust, R. Scott Wheeler, Beltway Development, Post Apartment Homes, LP, Town North Bank, IDV, Derek Ryan, George C. Platt , Intecom and Fred Bastie.

In addition to a new school in the area, the new U.S. Post Office on Airport Parkway is almost complete! As you can see from the front page newsletter article, this new facility is going to be very busy providing local delivery to three of Addison's four zip codes. Yes, the results of the zip code survey are in and the votes have been tabulated. Beginning October 3, zip codes 75234, 75244 and 7544 will begin using Addison, Texas 75001 as the last line of address. The Town is pleased by the response we received from the community – more than 1/3 of the surveys were returned. If you have any questions about the survey results or how it will affect you, please call Town Hall at (972) 450-7000.

Being Water Wise

Over the past few weeks, a number of cities throughout the Metroplex have implemented mandatory and voluntary water conservation measures. The extremely hot and dry summer has caused an increase in water consumption throughout the state — and Addison is no exception. On July 11, Addison saw its water consumption reach a record high of 9.8 million gallons in one day. Historical usage for the month of July is an average of 7.0 million gallons per day.

Like many other communities, Addison purchases its water from the city of Dallas on a yearly basis. In instances like this month when demand exceeds the average daily supply, the Town can purchase additional water from Dallas. As long as Dallas' supply remains solid, Addison will have ample water to match meet its needs.

The Town has three water storage/pump facilities. The largest storage area, the pump station on Celestial Drive, can store 6 million gallons of water in a below-ground storage tank. The most visible storehouse — the Addison water tower — is located by the Addison Conference and Theatre Centre and can store 1 million gallons, while the station on Sojourn Drive can hold 2 million gallons.

"Although we have planned ahead to ensure we have the facilities to meet the needs of the community, we still encourage residents and businesses to conserve water when possible," explains Addison Public Works Director John Baumgartner. In fact, the Town has an existing ordinance requiring businesses and residents to water before 8 a.m. or after 9 p.m. Listed below are some other water conservation tips...

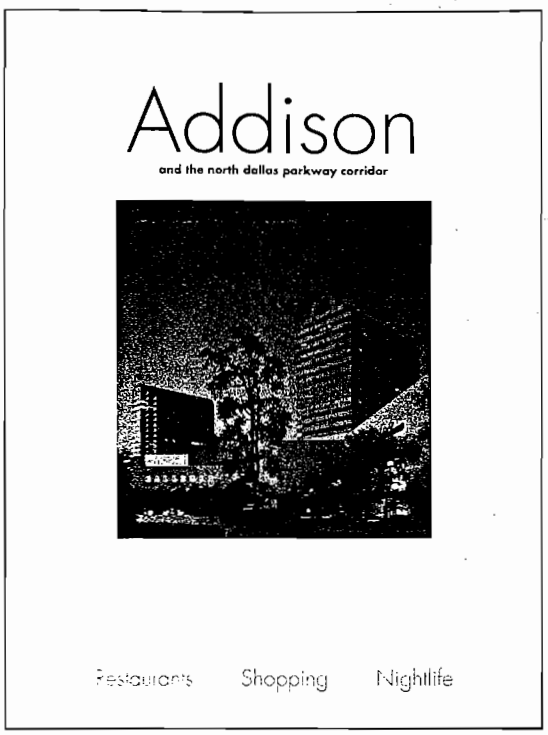
BATHROOM

- Check pipes and faucets for leaks.
- Turn off the water or install a flip on/off aerator for use when brushing your teeth or shaving.
- Replace your old showerhead with a good quality high efficiency showerhead.
- Limit showers to five minutes.
- Check your toilet for leaks with leak detector tablets.
- Use a fill cycle regulator to decrease the fill of water into your bowl.
- Recycle a plastic quart milk container, fill it with water and place it in the toilet tank.
- Do not use your toilet as a waste basket.

KITCHEN AND LAUNDRY

- Run your dishwasher and washing machine only when they are full.
- When washing dishes by hand, don't let the water run freely to rinse. Fill up the second side of your sink with rinse water.
- Fill a pitcher of water with drinking water in your refrigerator. Do not cool the tap water by running it everytime you want a drink.

continued on back page



Addison/North Dallas Corridor Visitors Guide To Debut In Fall 1998

Hand & Associates Marketing Communications recently announced the launch of the official *Addison/North Dallas Corridor Visitors Guide*, which will hit the streets in September. The purpose of the publication is to showcase the Town of Addison and North Dallas corridor and its retail attractions and restaurants to area visitors.

"We are very excited about what this magazine will be doing to promote the Town of Addison and our area businesses," said Addison City Manager Ron Whitehead when the announcement was made at a recent Addison City Council meeting. "The goal of the *Addison/North Dallas Corridor Visitors Guide* is to educate visitors about the shopping, dining and entertainment opportunities in this area in order to persuade them to spend time (and money) in Addisan and North Dallas during their stay. Our community has a lot to offer and we want to tell everyone about it."

The publisher has received commitments from 24 area hotels to place the *Addison/North Dallas Corridor Visitors Guide* in their guest rooms. If you've ever tried to get a hotel room in Addison during the week, you can imagine just how many people will be exposed to this publication.

The first issue of the *Addison/North Dallas Corridor Visitors Guide* will be published September 15. For more information on the magazine, contact Hand & Associates at 214-696-9525.

Trinity River Authority of Texas

Northern Region Office

October 13, 1998

Mike ?

Mr. John Baumgartner
Director, Public Works
Town of Addison
P.O. Box 144
Addison, Texas 75001-0144

Dear Mr. Baumgartner:

Subject: Water Conservation Program Annual Report for Trinity River Authority

On September 17, 1996, the Trinity River Authority ("TRA") received a loan from the Texas Water Development Board ("Board"). As part of the loan agreement, the TRA implemented a Board-approved water conservation and emergency demand management program. In accordance with Board requirements TRA is required to submit an annual water conservation program report for 1998. The enclosed report form should be reviewed and completed by appropriate staff and mailed to the address at the top of the report forms. Also, please include any changes in contact person, address, FAX and phone numbers.

Board Rules require that a conservation program be kept active until the financial obligations to the State have been repaid. Additionally, annual reports must be submitted for a minimum of three years after funding, or until such time as Board staff determines that the conservation program has been successfully implemented.

If you have any questions concerning the contents of the annual report or the form, please contact me.

Sincerely,

Bill R. Smith

BILL R. SMITH
Manager, Development
Northern Region

/spb
Enclosure

Mike -
Can you ~~have this~~ complete this form by Monday the 26th. Most of it is pretty straight forward. I want to review your response.

10-16-98

P.O. Box 240
Arlington, Texas 76004-0240
(817) 493-5100

TRINITY RIVER AUTHORITY OF TEXAS
CENTRAL REGIONAL WASTEWATER SYSTEM
CONTRIBUTED WASTEWATER FLOW BY CONTRACTING PARTIES
JULY 1998

CONTRACTING PARTY	FLOW(MGD)	% CONTR.	YTD FY %	PROJ. %	% VAR
ADDISON	2.129	1.879	1.815	1.606*	13.01
ARLINGTON	22.832	20.153	19.820	19.023	4.19
BEDFORD	4.781	4.220	4.040	4.481	-9.84
CARROLLTON	11.387	10.050	10.204	9.046*	12.80
CEDAR HILL	0.117	0.103	0.147	0.106*	38.68
COLLEYVILLE	1.909	1.685	1.670	1.991*	-16.12
COPPELL	3.040	2.683	2.730	2.875	-5.04
DALLAS	6.711	5.923	6.531	5.495*	18.85
DFW AIRPORT	1.768	1.560	1.486	1.801*	-17.49
DUNCANVILLE	0.119	0.105	0.155	0.152	1.97
EULESS	3.798	3.352	3.484	2.621*	32.93
FARMERS BRANCH	5.342	4.715	4.764	5.580*	-14.62
FORT WORTH	1.087	0.959	0.782	1.133*	-30.98
GRAND PRAIRIE	13.807	12.186	12.437	12.580	-1.14
GRAPEVINE	1.846	1.629	1.673	1.549	8.01
HURST	0.156	0.138	0.132	0.127	3.94
IRVING	27.403	24.187	23.645	25.786	-8.30
KELLER	1.443	1.274	1.345	1.184*	13.60
MANSFIELD	2.249	1.985	1.852	1.770	4.63
N. RICHLAND HILLS	0.376	0.332	0.418	0.393	6.36
SOUTHLAKE	0.999	0.882	0.870	0.701*	24.11
TOTALS	113.299	100.000	100.000	100.000	

* Fiscal year average deviates from the projected average by 10% or more.
** Minor variations may occur due to rounding.

CITY OF ADDISON
JULY 1998

METERING STATION SUMMARY

METER I.D.	FLOW (MGD)	TOTAL GALLONS (X 1000)
13_1E	1.565	48512
13_2E	0.247	7646
13_3E	0.318	9853
TOTAL	2.129	66011

OBLIGATION SUMMARY

Y-T-D PROJECTED OBLIGATION	$466,191.88
Y-T-D ACTUAL OBLIGATION	$526,860.75
Y-T-D VARIANCE	$60,668.88-

* Based upon monthly metered flows, projected monthly flows and projected cost of service.

** Minor variations may occur due to rounding.

*** Reflects mid-year adjustment, if any.

Trinity River Authority of Texas

Northern Region Office

3110.620.047

September 24, 1996

Mr. John R. Baumgartner, P.E.
Director of Public Works
Town of Addison
Public Works Department
P.O. Box 144
Addison, Texas 75001

Dear Mr. Baumgartner

Subject: Town of Addison
Contracting Party "Service Date"
Central Regional Wastewater System

In accordance with the terms of our October 1990 System Service Contract with you, the Town of Addison submitted on June 24, 1996 the required advanced request to establish a "Service Date" upon completion of the sewer infrastructure projects necessary to convey and meter the town's wastewater discharge to the Central Regional Wastewater System. In response to the Town of Addison's notification of the final construction project completion in August, the Authority management has finalized our inspection of the Marsh Lane, Spring Valley and Inwood Road Meter Stations and reviewed the past twelve complete months metered flow records supplied by you. The Authority approves the point of entry to accept flows from the Town of Addison at the Authority's Elm Fork Interceptor Section 2, Station 4+32.76 and authorizes your initial service effective October 1, 1996. Based upon the understanding of the Trinity River Authority-Town of Addison Contract Article V, Section 5.03 (e) (2) and the above referenced flow information we will establish your "Base Quantity" for these three service areas as 54,218,000 gallons per month (1.783 MGD).

At present, the wastewater contribution from the Town of Addison will be metered by the Authority at the Marsh Lane, Spring Valley and Inwood Road Meter Stations. The methodology for determining the total flow will be as follows:

Town of Addison = Meter Station 13.1E (Marsh Lane) +
Meter Station 13.2E (Spring Valley) + Meter Station 13.3E (Inwood Road)

Utilizing the predetermined base quantity flow of 1.783 MGD the monthly billings of $69,568.98 have been determined for the last two months of FY 1996 to reflect the predicted obligation for Addison. At the end of the fiscal

P.O. Box 240
Arlington, Texas 76004-0240
(817) 467-4223

year, the difference between the predicted obligation and the actual obligation will be determined and the Authority will submit the variance as a credit or debit.

By copy of this letter the city of Farmers Branch is being informed of the initiation of the October 1, 1996 service date and its effect on System billings to Farmers Branch for the remainder of the Authority's present fiscal year.

We look forward to working with you and the Town of Addison, should any questions or needs arise, please contact me.

Sincerely,

PATRICIA M. CLEVELAND
Manager of Operations

\tld

cc: Danny F. Vance, General Manager
Warren N. Brewer, Regional Manager, Northern Region
Wayne K. Hunter, P.E., Assistant Regional Manager
Bill Tatum, Project Manager
Bill Cyrus, Manager of Technical Services
Mark Pavageaux, City of Farmers Branch

Trinity River Authority of Texas

Northern Region Office

3110.620.047

CC Randy Moravec
Ron Whitehead
9-26-96

September 24, 1996

Mr. John R. Baumgartner, P.E.
Director of Public Works
Town of Addison
Public Works Department
P.O. Box 144
Addison, Texas 75001

Dear Mr. Baumgartner

Subject: Town of Addison
Contracting Party "Service Date"
Central Regional Wastewater System

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P.O. Box 240
Arlington, Texas 76004-0240
(817) 467-4223

year, the difference between the predicted obligation and the actual obligation will be determined and the Authority will submit the variance as a credit or debit.

By copy of this letter the city of Farmers Branch is being informed of the initiation of the October 1, 1996 service date and its effect on System billings to Farmers Branch for the remainder of the Authority's present fiscal year.

We look forward to working with you and the Town of Addison, should any questions or needs arise, please contact me.

Sincerely,

Patricia M. Cleveland

PATRICIA M. CLEVELAND
Manager of Operations

\tld

cc: Danny F. Vance, General Manager
Warren N. Brewer, Regional Manager, Northern Region
Wayne K. Hunter, P.E., Assistant Regional Manager
Bill Tatum, Project Manager
Bill Cyrus, Manager of Technical Services
Mark Pavageaux, City of Farmers Branch

FARMERS BRANCH

July 29, 1996

Ms. Patricia M. Cleveland
Manager, Operations Northern Region
Trinity River Authority of Texas
5300 S. Collins
P.O. Box 240
Arlington, TX 76004-0240

Re: Town of Addison Service Date

Dear M. Cleveland:

For a number of years, the City of Farmers Branch in conjunction with the Town of Addison has been working on an upgrade of the sewer system, including the tunnel from Marsh Lane to the Farmers Branch metering station at IH 635 and Nicholson Road. These improvements are substantially complete.

We understand that the town of Addison is interested in establishing an initial "service date" of August 1, 1996. We support the establishment of August 1, 1996, as Addison's service date.

Addison will have three points of entries; Marsh Lane, Spring Valley Road, and Inwood Road metering stations.

Please call me if you have questions or need addition information.

Sincerely,

Mark Pavageaux, P.E.
Direction of Public Works

cc: John R. Baumgartner

June 24, 1996

TOWN OF ADDISON
INWOOD RD. & BELTWOOD PKWY.WATER METER CONSUMPTION
JUNE 1995 THRU MAY 1996

	Total Water Meter Flow	80 % consumption
June 95	1,237,910	990,328
July	1,126,100	900,880
Aug.	1,353,780	1,083,024
Sept.	1,293,180	1,034,544
Oct.	1,210,770	968,616
Nov.	1,192,120	953,696
Dec.	880,540	704,432
Jan.96	985,770	788,616
Feb.	850,720	680,576
Mar.	896,880	717,504
April	1,073,960	859,168
May	1,134,430	907,544
Total	**13,236,160**	**10,588,928**

MARSH NORTH

May 95	4,661,320
June	2,005,900
July	6,793,000
Aug.	6,213,000
Sept.	2,699,300
Oct.	2,395,400
Nov.	1,852,900
Dec.	1,696,200
Jan 96	2,096,200
Feb.	2,025,700
Mar.	1,870,100
Apr.	2,392,200
Total	**36,701,220**

MARSH SOUTH

May 95	5,693,390
June	3,103,500
July	5,068,500
Aug.	5,142,000
Sept.	5,220,000
Oct.	5,611,600
Nov.	3,737,500
Dec.	2,731,400
Jan. 96	1,996,900
Feb.	1,052,600
Mar.	1,688,300
Apr.	2,714,500
Total	**43,760,190**

BROOKHAVEN WEST

May 95	9,578,000
June	5,640,000
July	6,492,000
Aug.	5,735,000
Sept.	5,811,000
Oct.	7,184,000
Nov.	5,448,000
Dec.	4,713,000
Jan. 96	6,096,000
Feb.	5,607,000
Mar.	5,357,000
Apr.	8,499,000
Total	**76,160,000**

BROOKHAVEN EAST

May 95	17,815,400
June	12,265,600
July	16,071,900
Aug.	13,178,800
Sept.	13,410,500
Oct.	17,599,900
Nov.	14,298,200
Dec.	13,347,300
Jan 96	16,416,300
Feb.	9,944,300
Mar.	13,448,700
Apr.	18,512,400
Total	**176,309,300**

SPRING VALLEY

May 95	10,023,500
June	5,510,180
July	9,499,520
Aug.	6,851,600
Sept.	6,246,400
Oct.	6,797,800
Nov.	4,169,500
Dec.	3,893,300
Jan. 96	2,941,300
Feb.	6,034,000* Estimated.
Mar.	6,034,000* Estimated.
Apr	6,357,000* Estimated.
Total	**74,358,100**

INWOOD

May 95	6,138,000
June	5,058,000
July	6,710,000
Aug.	5,586,000
Sept.	5,000,000
Oct.	6,147,000
Nov.	3,781,000
Dec.	3,756,000
Jan. 96	4,864,000
Feb.	4,247,000* Estimated
Mar.	4,247,000* Estimated
Apr.	5,727,000* Estimated
Total	**61,261,000**

SUMMARY

May 1995 Thru April 1996

Marsh North	36,701,220
Marsh South	43,760,190
Brookhaven West	76,160,000
Brookhaven East	176,309,300
Spring Valley	74,358,100
Inwood	61,261,000
Total	**468,549,810**

TRA

MONTHLY WATER REPORT SEPTEMBER
SEPTEMBER 1 - 30

DATE	SURVEYOR ROF	CELESTIAL ROF	TOTALS
09/01	1,099,000	5,805,000	6,904,000
09/02	956,000	5,449,000	6,405,000
09/03	1,133,000	5,308,000	6,441,000
09/04	1,192,000	5,872,000	7,064,000
09/05	1,122,000	5,441,000	6,563,000
09/06	1,076,000	5,791,000	6,867,000
09/07	1,064,000	6,064,000	7,128,000
09/08	1,131,000	5,070,000	6,201,000
09/09	1,063,000	5,341,000	6,404,000
09/10	1,050,000	5,534,000	6,584,000
09/11	1,128,000	5,001,000	6,129,000
09/12	1,162,000	5,535,000	6,697,000
09/13	1,001,000	5,123,000	6,124,000
09/14	1,178,000	4,905,000	6,083,000
09/15	1,080,000	4,630,000	5,710,000
SUBTOTAL	16,435,000	80,869,000	97,304,000
09/16	1,019,000	4,404,000	5,423,000
09/17	1,157,000	5,350,000	6,507,000
09/18	1,127,000	4,393,000	5,520,000
09/19	1,009,000	4,669,000	5,678,000
09/20	1,037,000	4,161,000	5,198,000
09/21	1,094,000	4,318,000	5,412,000
09/22	1,074,000	4,186,000	5,260,000
09/23	919,000	3,472,000	4,391,000
09/24	827,000	5,000,000	5,827,000
09/25	801,000	3,919,000	4,720,000
09/26	1,063,000	2,729,000	3,792,000
09/27	1,079,000	4,380,000	5,459,000
09/28	24,000	5,782,000	5,806,000
09/29	834,000	5,506,000	6,340,000
09/30	934,000	4,555,000	5,489,000
SUBTOTAL	13,998,000	66,824,000	80,822,000
TOTALS	30,433,000	147,693,000	178,126,000
MINIMUM	24,000	2,729,000	3,792,000
MAXIMUM	1,192,000	6,064,000	7,128,000
AVERAGE	1,014,433	4,923,100	5,937,533

DALLAS COUNTY
PRECIPITATION RECORD

DEPARTMENT OF PUBLIC WORKS

STATION NUMBER:

LOCATION:15130 SURVEYOR

MONTH: SEPTEMBER

YEAR: 1995 FOR 24 HOURS PERIOD ENDING AT 0800 HOURS

READ DATE		AMOUNT
01		0
02		0
03		0
04		0
05		0
06		0
07		0
08		0
09		0
10		0.02
11		0.07
12		0
13		0.7
14		0.04
15		0
16		0
17		0
18		0.1
19		0.24
20		0.24
21	TR	
22		0.06
23		0
24		0
25	TR	
26		0
27		0
28		0
29		0
30		0
TOTAL		1.47

WATER EQUIVALENT IN INCHES RAIN, SNOW, SLEET, RAIN WITH HAIL IF AVAILABLE AND APPROXIMATE. IF PARTIAL DAY READING IS MADE IN EVENING, PLEASE LEAVE WATER IN GAUGE; DUMP WATER FROM GAUGE AFTER 24 HR. PERIOD READING 0800 HRS.; ON THE OTHER HAND, PLEASE CHECK GAUGE EACH DAY AT 0800 HR.

DAILY SEWER USAGE SEPTEMBER, 1995 SEPTEMBER 1 - 30

DATE	TCA	DAL PKWY	ARAPAHO	INWOOD	SPR VAL	BCD WEST	BCD EAST	MARSH S	MARSH N	MIDWAY	TOTAL
09/01	99,300	315,800	632,400	206,000	166,600	186,000	457,000	164,200	65,900	130,000	2,423,200
09/02	99,100	274,300	559,200	190,000	228,200	159,000	400,100	144,000	64,900	130,000	2,248,800
09/03	99,100	274,300	559,200	165,000	243,700	184,000	444,900	170,500	64,000	130,000	2,334,700
09/04	99,100	274,300	559,200	165,000	199,500	181,000	465,100	175,700	64,900	130,000	2,313,800
09/05	99,100	274,300	559,200	142,000	206,400	274,000	538,400	210,900	176,500	130,000	2,610,800
09/06	97,000	316,600	590,400	183,000	236,200	176,000	430,900	173,000	68,100	130,000	2,401,200
09/07	106,900	310,300	620,800	206,000	249,500	182,000	452,500	174,600	71,000	130,000	2,503,600
09/08	108,900	325,000	653,200	194,000	276,900	169,000	470,800	180,600	72,500	130,000	2,580,900
09/09	105,500	283,300	590,400	175,000	277,000	158,000	456,900	160,200	85,700	130,000	2,422,000
09/10	105,500	283,300	590,400	135,000	231,100	172,000	456,700	168,000	76,700	130,000	2,348,700
09/11	105,500	283,300	590,400	139,000	233,900	335,000	612,100	209,500	64,000	130,000	2,702,700
09/12	114,000	321,100	637,200	179,000	266,900	200,000	478,700	178,800	80,700	130,000	2,586,400
09/13	113,500	305,900	642,800	189,000	252,800	171,000	453,700	181,700	92,300	130,000	2,532,700
09/14	131,300	344,300	748,000	224,000	305,300	236,000	529,900	243,500	100,800	130,000	2,993,100
09/15	119,000	319,200	681,200	218,000	282,000	241,000	523,300	204,900	101,300	130,000	2,819,900
SUBTOTAL	1,602,800	4,505,300	9,214,000	2,710,000	3,656,000	3,024,000	7,171,000	2,740,100	1,249,300	1,950,000	37,822,500
09/16	128,300	325,100	639,600	174,000	168,800	232,000	473,600	201,700	82,100	130,000	2,555,200
09/17	128,300	325,100	639,600	174,000	168,800	232,000	473,600	201,700	82,100	130,000	2,555,200
09/18	128,300	325,100	639,600	174,000	168,800	232,000	473,600	201,700	82,100	130,000	2,555,200
09/19	133,900	334,800	704,800	189,000	182,000	200,000	467,200	200,600	68,100	130,000	2,610,400
09/20	133,900	334,800	704,800	189,000	182,000	200,000	467,200	200,600	68,100	130,000	2,610,400
09/21	133,900	334,800	704,800	189,000	182,000	200,000	467,200	200,600	68,100	130,000	2,610,400
09/22	133,900	334,800	704,800	189,000	182,000	200,000	467,200	200,600	68,100	130,000	2,610,400
09/23	120,700	292,600	154,600	134,000	199,000	231,000	529,400	193,600	66,100	130,000	2,051,000
09/24	120,700	292,600	154,600	134,000	199,000	231,000	529,400	193,600	66,100	130,000	2,051,000
09/25	120,700	292,600	154,600	134,000	199,000	231,000	529,400	193,600	66,100	130,000	2,051,000
09/26	122,700	301,800	617,900	187,000	183,500	225,000	473,700	162,500	67,100	130,000	2,471,200
09/27	122,700	301,800	617,900	187,000	183,500	225,000	473,700	162,500	67,100	130,000	2,471,200
09/28	122,700	301,800	617,900	187,000	183,500	225,000	473,700	162,500	67,100	130,000	2,471,200
09/29	122,700	301,800	617,900	187,000	183,500	225,000	473,700	162,500	67,100	130,000	2,471,200
09/30	111,000	297,100	576,600	187,000	149,100	225,000	33,800	181,700	69,500	130,000	1,960,800
SUBTOTAL	1,884,400	4,696,600	8,250,000	2,615,000	2,714,500	3,314,000	6,806,400	2,820,000	1,054,900	1,950,000	36,105,800
TOTALS	3,487,200	9,201,900	17,464,000	5,325,000	6,370,500	6,338,000	13,977,400	5,560,100	2,304,200	3,900,000	73,928,300
YTD	49,822,300	112,267,600	225,681,000	60,769,000	102,150,000	88,681,000	170,616,700	41,952,640	19,950,910	47,190,000	919,081,150
AVER	116,240	306,730	582,133	177,500	212,350	211,267	465,913	185,337	76,807	130,000	2,464,277
LM AVG.	109,016	312,755	645,806	199,742	245,490	204,323	469,113	181,932	64,848	130,000	2,563,026

DALLAS	30,153,100
FARMERS BRANCH	39,875,200
CARROLLTON	3,900,000
INWOOD CONTRACT	1,083,024
DALLAS FRANCHISE	6,500,000
TOTAL	81,511,324

MONTHLY WATER REPORT SEPTEMBER
AUGUST 16 - SEPTMBER 15

DATE	SURVEYOR ROF	CELESTIAL ROF	TOTALS
08/16	1,045,000	5,835,000	6,880,000
08/17	1,196,000	5,584,000	6,780,000
08/18	1,015,000	5,616,000	6,631,000
08/19	1,035,000	5,178,000	6,213,000
08/20	1,098,000	5,615,000	6,713,000
08/21	1,218,000	5,827,000	7,045,000
08/22	1,096,000	5,256,000	6,352,000
08/23	1,021,000	5,679,000	6,700,000
08/24	1,183,000	5,646,000	6,829,000
08/25	1,119,000	5,575,000	6,694,000
08/26	981,000	5,093,000	6,074,000
08/27	1,103,000	5,471,000	6,574,000
08/28	1,210,000	6,312,000	7,522,000
08/29	1,060,000	6,287,000	7,347,000
08/30	1,042,000	5,515,000	6,557,000
08/31	1,154,000	5,507,000	6,661,000
SUBTOTAL	17,576,000	89,996,000	107,572,000
09/01	1,099,000	5,805,000	6,904,000
09/02	956,000	5,449,000	6,405,000
09/03	1,133,000	5,308,000	6,441,000
09/04	1,192,000	5,872,000	7,064,000
09/05	1,122,000	5,441,000	6,563,000
09/06	1,076,000	5,791,000	6,867,000
09/07	1,064,000	6,064,000	7,128,000
09/08	1,131,000	5,070,000	6,201,000
09/09	1,063,000	5,341,000	6,404,000
09/10	1,050,000	5,534,000	6,584,000
09/11	1,128,000	5,001,000	6,129,000
09/12	1,162,000	5,535,000	6,697,000
09/13	1,001,000	5,123,000	6,124,000
09/14	1,178,000	4,905,000	6,083,000
09/15	1,080,000	4,630,000	5,710,000
SUBTOTAL	16,435,000	80,869,000	97,304,000
TOTALS	34,011,000	170,865,000	204,876,000
MINIMUM	956,000	4,630,000	5,710,000
MAXIMUM	1,218,000	6,312,000	7,522,000
AVERAGE	1,097,129	5,511,774	6,608,903

DALLAS COUNTY DEPARTMENT OF PUBLIC WORKS
PRECIPITATION RECORD

STATION NUMBER: LOCATION:15130 SURVEYOR

MONTH: SEPTEMBER 8/16 - 9/15 YEAR: 1995 FOR 24 HOURS PERIOD ENDING AT 0800 HOURS

READ DATE	AMOUNT
16	0
17	0
18	0
19	0
20	0
21	0.32
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
01	0
02	0
03	0
04	0
05	0
06	0
07	0
08	0
09	0
10	0.02
11	0.07
12	0
13	0.7
14	0.04
15	0
TOTAL	1.15

WATER EQUIVALENT IN INCHES RAIN, SNOW, SLEET, RAIN WITH HAIL IF AVAILABLE AND APPROXIMATE. IF PARTIAL DAY READING IS MADE IN EVENING, PLEASE LEAVE WATER IN GAUGE; DUMP WATER FROM GAUGE AFTER 24 HR. PERIOD READING 0800 HRS.; ON THE OTHER HAND, PLEASE CHECK GAUGE EACH DAY AT 0800 HR.

DAILY SEWER USAGE AUGUST 16 - SEPTEMBER 15

DATE	TCA	DAL PKWY	ARAPAHO	INWOOD	SPR VAL	BCD WEST	BCD EAST	MARSH S	MARSH N	MIDWAY	TOTAL
08/16	117,300	342,100	689,200	219,000	288,400	212,000	468,200	166,800	65,000	130,000	2,698,000
08/17	106,100	311,500	642,800	207,000	196,900	204,000	448,300	173,100	65,000	130,000	2,484,700
08/18	117,500	324,900	723,600	220,000	202,300	195,000	448,400	165,700	65,000	130,000	2,592,400
08/19	104,700	280,800	614,800	209,000	209,300	158,000	364,200	150,900	65,000	130,000	2,286,700
08/20	104,700	280,800	614,800	175,000	256,600	183,000	461,300	185,500	65,000	130,000	2,456,700
08/21	104,700	280,800	614,800	154,000	197,500	227,000	537,800	224,100	65,000	130,000	2,535,700
08/22	98,700	317,500	638,400	217,000	224,200	184,000	449,800	169,500	65,000	130,000	2,494,100
08/23	101,000	313,200	684,000	217,000	234,000	196,000	471,300	166,100	65,000	130,000	2,577,600
08/24	98,500	300,700	644,000	205,000	236,400	190,000	440,100	165,700	64,000	130,000	2,474,400
08/25	105,100	321,600	669,600	212,000	221,400	202,000	462,100	164,700	65,000	130,000	2,553,500
08/26	102,500	338,700	584,800	199,000	303,500	154,000	381,900	138,800	65,000	130,000	2,398,200
08/27	102,500	338,700	584,800	167,000	278,400	208,000	483,200	186,200	61,500	130,000	2,540,300
08/28	102,500	338,700	584,800	157,000	193,700	314,000	579,600	224,100	65,400	130,000	2,689,800
08/29	97,100	283,500	585,600	192,000	208,100	205,000	448,800	157,000	61,900	130,000	2,369,000
08/30	107,600	319,200	645,200	212,000	267,500	210,000	462,800	166,300	64,000	130,000	2,584,600
08/31	98,200	286,200	586,000	211,000	288,900	185,000	462,300	172,500	68,500	130,000	2,488,600
SUBTOTAL	1,668,700	4,978,900	10,107,200	3,173,000	3,807,100	3,227,000	7,370,100	2,777,000	1,035,300	2,080,000	40,224,300
09/01	99,300	315,800	632,400	206,000	166,600	186,000	457,000	164,200	65,900	130,000	2,423,200
09/02	99,100	274,300	559,200	190,000	228,200	159,000	400,100	144,000	64,900	130,000	2,248,800
09/03	99,100	274,300	559,200	165,000	243,700	184,000	444,900	170,500	64,000	130,000	2,334,700
09/04	99,100	274,300	559,200	165,000	199,500	181,000	465,100	175,700	64,900	130,000	2,313,800
09/05	99,100	274,300	559,200	142,000	206,400	274,000	538,400	210,900	176,500	130,000	2,610,800
09/06	97,000	316,600	590,400	183,000	236,200	176,000	430,900	173,000	68,100	130,000	2,401,200
09/07	106,900	310,300	620,800	206,000	249,500	182,000	452,500	174,600	71,000	130,000	2,503,600
09/08	108,900	325,000	653,200	194,000	276,900	169,000	470,800	180,600	72,500	130,000	2,580,900
09/09	105,500	283,300	590,400	175,000	277,000	158,000	456,900	160,200	85,700	130,000	2,422,000
09/10	105,500	283,300	590,400	135,000	231,100	172,000	456,700	168,000	76,700	130,000	2,348,700
09/11	105,500	283,300	590,400	139,000	233,900	335,000	612,100	209,500	64,000	130,000	2,702,700
09/12	114,000	321,100	637,200	179,000	266,900	200,000	478,700	178,800	80,700	130,000	2,586,400
09/13	113,500	305,900	642,800	189,000	252,800	171,000	453,700	181,700	92,300	130,000	2,532,700
09/14	131,300	344,300	748,000	224,000	305,300	236,000	529,900	243,500	100,800	130,000	2,993,100
09/15	119,000	319,200	681,200	218,000	282,000	241,000	523,300	204,900	101,300	130,000	2,819,900
SUBTOTAL	1,602,800	4,505,300	9,214,000	2,710,000	3,656,000	3,024,000	7,171,000	2,740,100	1,249,300	1,950,000	37,822,500
TOTALS	3,271,500	9,484,200	19,321,200	5,883,000	7,463,100	6,251,000	14,541,100	5,517,100	2,284,600	4,030,000	78,046,800
YTD	49,623,400	111,912,500	226,205,800	60,897,000	103,249,400	87,930,000	170,377,100	40,827,440	19,845,710	47,320,000	918,188,350
AVER	105,532	305,942	623,265	189,774	240,745	201,645	469,068	177,971	73,697	130,000	2,517,639
LM AVG.	110,932	310,468	639,187	201,516	259,429	198,194	476,171	170,974	65,010	130,000	2,561,881

DALLAS	32,076,900
FARMERS BRANCH	41,939,900
CARROLLTON	4,030,000
INWOOD CONTRACT	~~1,083,024~~ 1034544
DALLAS FRANCHISE	6,500,000
TOTAL	~~85,629,824~~

85,581344

1996

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS :
CITY OF ADDISON :

We, the undersigned Mayor and City Secretary of the City of Addison, Texas (the "City"), hereby certify as follows:

1. The City Council convened in _____ MEETING ON THE ____ DAY OF _____, 1996, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Richard N. Beckert, Mayor	Carmen Moran, City Secretary
Ann B. Sudduth, Mayor Pro Tem	Rik Crews, Deputy Mayor Pro Tem
Robert L. Doepfner	Mary J. Dolan
Susan M. Halpern	Gregory C. Roach

and all of said persons were present, except the following absentees: _____ _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written resolution captioned

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT

was duly introduced for the consideration of the City Council and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following votes:

AYES: All members of said City Council shown present above voted "Aye," except _____.

NOES: _____.

ABSTENTIONS: _____.

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Councils' minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said City Councils' minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said City Council as indicated therein; and that each of the officers and members of said City Council was duly

and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this _____, 1996.

_____ _____

City Secretary Mayor

(SEAL)

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT

THE STATE OF TEXAS :
CITY OF ADDISON :

WHEREAS, the City of Addison, Texas (the "Disclosure Party") and the Trinity River Authority of Texas (the "Issuer") have heretofore entered into, and may in the future enter into, contracts relating to the provision of facilities and/or services by the Issuer for the benefit of the Disclosure Party; and

WHEREAS, in connection with the financing of the facilities and/or services provided by the Issuer for the benefit of the Disclosure Party, the Issuer has, and/or will, from time to time authorize, issue and deliver bonds (the "Bonds") of the Issuer supported by payments to be made by the Disclosure Party pursuant to such contracts; and

WHEREAS, the United States Securities and Exchange Commission has adopted Rule 15c2-12, as amended from time to time (the "Rule"); and

WHEREAS, the Rule provides that a broker, dealer or municipal securities dealer of Bonds issued after the effective dates set forth in the Rule, may not purchase or sell Bonds in connection with an offering thereof unless, prior to the purchase or sale thereof, "obligated persons", or entities acting on behalf of "obligated persons", have undertaken to provide certain updated financial information and operating data annually, and timely notice of specified material events, to certain information vendors; and

WHEREAS, in order to comply with the Rule and facilitate the future issuance of Bonds, the Disclosure Party and the Issuer have agreed that it is deemed appropriate and necessary to enter into the Continuing Disclosure Agreement (the "Agreement") hereinafter authorized to be executed and delivered.

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

Section 1. That the recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. That the Mayor or the Mayor Pro Tem of the City Council or the City Manager of the Disclosure Party is hereby authorized and directed to execute and deliver, and the City Secretary of the Disclosure Party is authorized and directed to attest, the Agreement substantially in the form and substance attached hereto.

Section 3. That the Agreement shall become effective and enforceable in accordance with its terms immediately upon execution and delivery thereof for all intents and purposes.

Section 4. That each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the meeting at which this Resolution was introduced, and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Texas Government Code, Chapter 551.

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement"), dated as of June 1, 1996 is executed and delivered by the Trinity River Authority of Texas (the "Issuer") and the City of Addison, Texas (the "Disclosure Party") in connection with the issuance, from time to time, of the Issuer's "municipal securities," with respect to which the Disclosure Party is an "obligated person," as such terms are applied within the meaning of the Rule (the "Bonds"). For good and valuable consideration, the Issuer and the Disclosure Party covenant and agree as follows:

SECTION 1. *Definitions.*

As used in this Agreement, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Board and any successor to its duties.

"*NRMSIR*" means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission and any successor to its duties.

"*SID*" means any entity designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

SECTION 2. *Annual Reports; Obligations of Disclosure Party.*

The Disclosure Party undertakes to and shall provide annually to each NRMSIR and any SID, within six months after the end of each of its fiscal year ending on or after January 1, 1996, financial information and operating data with respect to the Disclosure Party as specified and included in Appendix B of any final official statement relating to Bonds. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements as specified and included in Appendix B of any final official statement relating to Bonds, or such other accounting principles as the Disclosure Party may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Disclosure Party commissions an audit of such statements and the audit is completed within the period during which it must be provided. If the audit of such financial statements is not complete within such period, then the Disclosure Party shall provide unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID within the period during which it must be provided and the audited financial statements, when and if the audit report on such statements become available.

If the Disclosure Party changes its fiscal year, it will notify the Issuer, each NRMSIR and any SID in writing of the change (and of the date of the new fiscal year end) prior to the next date by which the Disclosure Party otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be incorporated by specific reference to any document or specific part thereby (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

The Disclosure Party shall, within ten (10) business days of the filings of the annual reports, notify the Issuer in writing that the filings have been made.

Further, the Disclosure Party shall provide (1), in a timely manner, notice of any failure by the Disclosure Party to provide annual financial statements and operating data in accordance with Section 2 hereof to each NRMSIR and each SID and (2) within ten (10) business days of the Disclosure Party's obtaining actual knowledge of the occurrence of any of the events enumerated in 3(a) below, notice to the Issuer of such event.

SECTION 3. *Material Event Notices.*

(a) The following are the events with respect to Bonds that the Issuer agrees to disclose in a timely manner pursuant to the terms hereof, if the Issuer determines, pursuant to subsection (b) below, that such events are "material" under applicable federal securities laws and regulations promulgated thereunder.

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions or events affecting the tax-exempt status of the security;

(7) Modifications to rights of securities holders;

(8) Bond calls;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the securities; and

(11) Rating changes.

(b) Whenever the Issuer obtains knowledge of the occurrence of one of the above events, whether because of a notice from the Disclosure Party pursuant to subsection (d) or otherwise, the Issuer shall, in a timely manner, determine if such event would constitute material information for bondholders and beneficial owners of Bonds.

(c) If the Issuer determines that the occurrence of one of the above events is material within the meaning of applicable federal securities laws and regulations promulgated thereunder, the Issuer shall promptly file a notice of such occurrence with each NRMSIR or the MSRB and each SID.

SECTION 4. *Limitations, Disclaimers, and Amendments.*

The Issuer and the Disclosure Party shall be obligated to observe and perform the covenants specified in this Agreement for so long as, but only for so long as, the Disclosure Party remains an "obligated person" with respect to Bonds within the meaning of the Rule, except that the Disclosure Party in any event will give notice of any deposit made that causes Bonds no longer to be outstanding.

The provisions of this Agreement are for the sole benefit of (and may be enforced by) the bondholders and beneficial owners of Bonds and the parties to this Agreement, and nothing in this Agreement, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer and the Disclosure Party undertake to provide only the financial information, operating data, financial statements, and notices which each has expressly agreed to provide pursuant to this Agreement and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's or the Disclosure Party's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Agreement or otherwise, except as expressly provided herein. Neither the Issuer nor the Disclosure Party make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER OR THE DISCLOSURE PARTY, BE LIABLE TO THE BONDHOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER OR THE DISCLOSURE PARTY, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Issuer or the Disclosure Party in observing or performing their respective obligations under this Agreement shall comprise a breach of or default under any resolution of the Issuer authorizing the issuance of Bonds, or any contract relating thereto, for purposes of any other provision of this Agreement.

Nothing in this Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer or the Disclosure Party under federal and state securities laws.

The provisions of this Agreement may be amended by the Issuer or the Disclosure Party from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer or the Disclosure Party, but only if (1) the provisions of this Agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the bondholders or beneficial owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Agreement that authorizes such an amendment) of outstanding Bonds consent to such amendment or (b) an entity that is unaffiliated with the Issuer or the Disclosure Party (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the bondholders and beneficial owners of Bonds and is permitted by the terms of the Agreement. If the Issuer or the Disclosure Party so amend the provisions of this Agreement in connection with the financial or operating data which it is required to disclose under Section 2 hereof, the Disclosure Party shall provide a notice of such amendment to be filed in accordance with Section 3(b) hereof, together with an explanation, in narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The Issuer or the Disclosure Party may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of Bonds.

SECTION 5. *Miscellaneous*.

A. Representations.

Each of the parties hereto represents and warrants to each other party that it has (i) duly authorized the execution and delivery of this Agreement by the officers of such party whose signatures appear on the execution pages hereto, (ii) that it has all requisite power and authority to execute, deliver and perform this Agreement under applicable law and any resolutions or other actions of such party now in effect, (iii) that the execution and delivery of this Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened,

contesting or questioning its existence, or its power and authority to enter into this Agreement, or its due authorization, execution and delivery of this Agreement, or otherwise contesting or questioning the issuance of Bonds.

B. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and applicable federal law.

C. Severability.

If any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall survive and continue in full force and effect.

D. Counterparts.

This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Issuer and the Disclosure Party have each caused their duly authorized officers to execute this Agreement as of the day and year first above written.

TRINITY RIVER AUTHORITY OF TEXAS

_____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

CITY OF ADDISON, TEXAS

By: _____
Title: _____

ATTEST:

_____
Title: _____

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement"), dated as of June 1, 1996 is executed and delivered by the Trinity River Authority of Texas (the "Issuer") and the City of Addison, Texas (the "Disclosure Party") in connection with the issuance, from time to time, of the Issuer's "municipal securities," with respect to which the Disclosure Party is an "obligated person," as such terms are applied within the meaning of the Rule (the "Bonds"). For good and valuable consideration, the Issuer and the Disclosure Party covenant and agree as follows:

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As used in this Agreement, the following terms have the meanings ascribed to such terms below:

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"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission and any successor to its duties.

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SECTION 2. *Annual Reports; Obligations of Disclosure Party.*

The Disclosure Party undertakes to and shall provide annually to each NRMSIR and any SID, within six months after the end of each of its fiscal year ending on or after January 1, 1996, financial information and operating data with respect to the Disclosure Party as specified and included in Appendix B of any final official statement relating to Bonds. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements as specified and included in Appendix B of any final official statement relating to Bonds, or such other accounting principles as the Disclosure Party may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Disclosure Party commissions an audit of such statements and the audit is completed within the period during which it must be provided. If the audit of such financial statements is not complete within such period, then the Disclosure Party shall provide unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID within the period during which it must be provided and the audited financial statements, when and if the audit report on such statements become available.

If the Disclosure Party changes its fiscal year, it will notify the Issuer, each NRMSIR and any SID in writing of the change (and of the date of the new fiscal year end) prior to the next date by which the Disclosure Party otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be incorporated by specific reference to any document or specific part thereby (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

The Disclosure Party shall, within ten (10) business days of the filings of the annual reports, notify the Issuer in writing that the filings have been made.

Further, the Disclosure Party shall provide (1), in a timely manner, notice of any failure by the Disclosure Party to provide annual financial statements and operating data in accordance with Section 2 hereof to each NRMSIR and each SID and (2) within ten (10) business days of the Disclosure Party's obtaining actual knowledge of the occurrence of any of the events enumerated in 3(a) below, notice to the Issuer of such event.

SECTION 3. *Material Event Notices.*

(a) The following are the events with respect to Bonds that the Issuer agrees to disclose in a timely manner pursuant to the terms hereof, if the Issuer determines, pursuant to subsection (b) below, that such events are "material" under applicable federal securities laws and regulations promulgated thereunder.

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions or events affecting the tax-exempt status of the security;

(7) Modifications to rights of securities holders;

(8) Bond calls;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the securities; and

(11) Rating changes.

(b) Whenever the Issuer obtains knowledge of the occurrence of one of the above events, whether because of a notice from the Disclosure Party pursuant to subsection (d) or otherwise, the Issuer shall, in a timely manner, determine if such event would constitute material information for bondholders and beneficial owners of Bonds.

(c) If the Issuer determines that the occurrence of one of the above events is material within the meaning of applicable federal securities laws and regulations promulgated thereunder, the Issuer shall promptly file a notice of such occurrence with each NRMSIR or the MSRB and each SID.

SECTION 4. *Limitations, Disclaimers, and Amendments.*

The Issuer and the Disclosure Party shall be obligated to observe and perform the covenants specified in this Agreement for so long as, but only for so long as, the Disclosure Party remains an "obligated person" with respect to Bonds within the meaning of the Rule, except that the Disclosure Party in any event will give notice of any deposit made that causes Bonds no longer to be outstanding.

The provisions of this Agreement are for the sole benefit of (and may be enforced by) the bondholders and beneficial owners of Bonds and the parties to this Agreement, and nothing in this Agreement, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer and the Disclosure Party undertake to provide only the financial information, operating data, financial statements, and notices which each has expressly agreed to provide pursuant to this Agreement and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's or the Disclosure Party's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Agreement or otherwise, except as expressly provided herein. Neither the Issuer nor the Disclosure Party make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER OR THE DISCLOSURE PARTY, BE LIABLE TO THE BONDHOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER OR THE DISCLOSURE PARTY, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Issuer or the Disclosure Party in observing or performing their respective obligations under this Agreement shall comprise a breach of or default under any resolution of the Issuer authorizing the issuance of Bonds, or any contract relating thereto, for purposes of any other provision of this Agreement.

Nothing in this Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer or the Disclosure Party under federal and state securities laws.

The provisions of this Agreement may be amended by the Issuer or the Disclosure Party from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer or the Disclosure Party, but only if (1) the provisions of this Agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the bondholders or beneficial owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Agreement that authorizes such an amendment) of outstanding Bonds consent to such amendment or (b) an entity that is unaffiliated with the Issuer or the Disclosure Party (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the bondholders and beneficial owners of Bonds and is permitted by the terms of the Agreement. If the Issuer or the Disclosure Party so amend the provisions of this Agreement in connection with the financial or operating data which it is required to disclose under Section 2 hereof, the Disclosure Party shall provide a notice of such amendment to be filed in accordance with Section 3(b) hereof, together with an explanation, in narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The Issuer or the Disclosure Party may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of Bonds.

SECTION 5. *Miscellaneous.*

A. Representations.

Each of the parties hereto represents and warrants to each other party that it has (i) duly authorized the execution and delivery of this Agreement by the officers of such party whose signatures appear on the execution pages hereto, (ii) that it has all requisite power and authority to execute, deliver and perform this Agreement under applicable law and any resolutions or other actions of such party now in effect, (iii) that the execution and delivery of this Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened,

contesting or questioning its existence, or its power and authority to enter into this Agreement, or its due authorization, execution and delivery of this Agreement, or otherwise contesting or questioning the issuance of Bonds.

B. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and applicable federal law.

C. Severability.

If any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall survive and continue in full force and effect.

D. Counterparts.

This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Issuer and the Disclosure Party have each caused their duly authorized officers to execute this Agreement as of the day and year first above written.

TRINITY RIVER AUTHORITY OF TEXAS

_____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

CITY OF ADDISON, TEXAS

By: _____
Title: _____

ATTEST:

_____
Title: _____

June 24, 1996

DRAFT

Ms. Patricia M. Cleveland
Manager, Operations Northern Region
Trinity River Authority of Texas
5300 S. Collins
P.O. Box 240
Arlington, TX 76004-0240

Re: Town of Addison Service Date

Dear Ms. Cleveland:

For a number of years, the City of Farmers Branch in conjunction with the Town of Addison has been working on an upgrade of the sewer system, including the tunnel from Marsh Lane to the Farmers Branch metering station at IH 635 and the Trinity River. These improvements are substantially complete.

We understand that the Town of Addison is interested in establishing a initial "service date" of August 1, 1996. We support the establishment of August 1, 1996, as Addison's service date.

Addison will have three points of entries; Marsh Lane, Spring Valley Road, and Inwood Road metering stations. In addition, Farmers Branch will continue to service Addison directly along Beltwood Drive where our flows are commingled.

Please call me if you have any questions or need additional information.

Sincerely,

Mark Pavageaux
Director of Public Works

DRAFT

cc: John R. Baumgartner

TRINITY RIVER AUTHORITY OF TEXAS - TOWN OF ADDISON
REGIONAL WASTEWATER SYSTEM CONTRACT

WHEREAS, there has been established 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 Town of Addison, in Dallas County Texas (the "Town") presently owns, operates and maintains its combined waterworks and sanitary sewer system; and

WHEREAS, the Town is desirous of discharging Wastewater into the Central Regional Wastewater System of the Trinity River Authority of Texas in accordance with this Contract in order to achieve efficiencies of costs and operation; and

WHEREAS, the Authority has heretofore entered into contracts with other parties, defined as Contracting Parties in said contracts, which permit the Authority to contract with Additional Contracting Parties, as defined in said contracts; and

WHEREAS, the Town of Addison is such an Additional Contracting Party under said contracts and will become a Contracting Party under this Contract; and

WHEREAS, the Town and Authority are authorized to make this Contract under Chapter 518, Acts of the 54th Legislature of the State of Texas, Regular Session, 1955, as amended (originally compiled as Vernon's Ann. Tex. Civ. St. Article 8280-188), Section 402.023 Local Government Code (formerly Vernon's Ann. Tex Civ. St. Article 1109i), and/or the Regional Waste Disposal Act (codified as Chapter 30, Texas Water Code); 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

(y) "Outstanding Bonds" means all Bonds issued by Authority prior to the date of this Contract to provide funds for construction, enlargement, extension, and improvement of the System which are outstanding on the date of this Contract.

(z) "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.

(aa) "Point of Entry" means the point at which Wastewater enters Authority's System.

(bb) "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.

(cc) "POTW" means Publicly Owned Treatment Works as defined in 40 CFR 403.

(dd) "Significant Industrial User (SIU)" means any industrial user who is connected or desires to connect to the Town's municipal 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.

(iv) Has in its Wastewater discharges significant amounts of toxic pollutants as defined pursuant to Section 3.07 of the Clean Water Act, as amended, 33 V.S.C. 1251, et seq.

(ee) "Service Date" means the date upon which the Town first discharges Wastewater into the Wastewater Tunnel, hereinafter defined, after it is completed and placed into service; provided that the Town shall not make any such initial discharge unless, at least 30 days prior thereto, the Town and the City of Farmers Branch shall have given written notice and assurance to the Authority

that the Wastewater Tunnel will be completed on a specified date which is not less than 30 days after the date such written notice and assurance is received by the Authority. The Service date is now estimated to be during October, 1993.

(ff) "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.

(gg) "Total Toxic Organics" means 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.

(hh) "Wastewater" (sewage) means Domestic Wastewater and Industrial Waste, together with such Infiltration Water that may be present.

(ii) "Wastewater Tunnel" means the Farmers Branch-Addison Wastewater Tunnel Project described in a report entitled "Preliminary Engineering Report for Sanitary Sewer for City of Farmers Branch/Town of Addison" dated July, 1989, by Consoer, Townsend & Associates, Inc., Houston, Texas, as such report may be supplemented or amended. The Wastewater Tunnel is planned to be constructed jointly by, or for the joint benefit of, the City of Farmers Branch and the Town, and it is not to be a part of the Authority's System. However, it will be designed and constructed to transport Wastewater from the Town and the City of Farmers Branch into the Authority's System for treatment, and to provide such metering equipment as is necessary to measure the separate Wastewater flows from the Town and the City of Farmers Branch, respectively, discharged from the Wastewater Tunnel into the Authority's System.

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 Town and others, Authority will design and construct extensions, improvements, and enlargements to its System, as

TRA

TOWN OF
ADDISON

PUBLIC WORKS

To: Mark Paraqeaux

Company: Farmers Branch

FAX #: 241-6305

Date: 6/24/96

# of pages (including cover): 7

From: John Baumgartner, P.E.
Director
Phone: 214/450-2886
FAX: 214/931-6643

16801 Westgrove
P.O. Box 144
Addison, TX 75001

☐ Original in mail ☐ Per your request ☒ FYI ☐ Call me

Comments: Mark-
Attached is a draft letter for you to consider sending to the TRA on our behalf. Thank you for your help.
JB

TOWN OF ADDISON

PUBLIC WORKS DEPARTMENT (214) 450-2871

Post Office Box 144 Addison, Texas 75001 16801 Westgrove

June 24, 1996

Ms. Patricia M. Cleveland
Manager, Operations Northern Region
Trinity River Authority of Texas
5300 S. Collins
P.O. Box 240
Arlington, TX 76004-0240

Dear Ms. Cleveland:

Thank you for meeting with me on June 21, 1996 to discuss the steps necessary for the Town of Addison to officially become a member of the Trinity River Authority.

Please consider this our formal request to establish our "service date" as August 1, 1996. On August 1, the Town and/or Farmers Branch will have completed the sewer infrastructure projects necessary to convey Addison's sanitary sewer to the TRA system. We are currently proposing the following 3 points of entry:

1. Marsh Lane Meter Station

Initial Annual Flow	497,990,000 gallons
Initial Monthly Flow	41,499,000 gallons
Initial Average Daily Flow	1,364,000 gallons

Upon completion of the Kellway Circle Lift Station in June of 1997, the flow (currently this flows through Carrollton to the TRA) will increase to:

June 1997 Annual Flow	542,631,000 gallons
June 1997 Monthly Flow	45,219,000 gallons
June 1997 Average Daily Flow	1,487,000 gallons

2. Spring Valley Meter Station

Initial Annual Flow	93,071,000 gallons
Initial Monthly Flow	7,756,000 gallons
Initial Average Daily Flow	255,000 gallons

3. Inwood Road Meter Station

Initial Annual Flow	59,554,000 gallons
Initial Monthly Flow	4,963,000 gallons
Initial Average Daily Flow	163,000 gallons

We have proposed establishing our base flow at 54,218,000 gallons per month (650,614,000 gallons annually) initially with an adjustment to 57,938,000 gallons per month (695,255,000 gallons annually) when the Kellway Circle Lift Station is completed in June of next year.

Attached are various reports to support the values proposed for initial service and base flow.

In addition, a small area south of Belt Line Road along Beltwood Drive will continue to flow through Farmers Branch as a customer of Farmers Branch. The average annual flow to this area is approximately 12,000,000 gallons per year.

Please call me if you have any questions or need additional information.

Sincerely,

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

cc: Randy Moravec
Jerry Murawski
Mark Pavageaux

Addison Sewer Summary December 1994 thru November 1995

December	94	34,570,390
January	95	42,192,980
February	95	31,514,490
March	95	34,406,344
April	95	45,970,820
May	95	53,909,610
June	95	33,583,180
July	95	50,604,920
August	95	42,706,500
September	95	38,387,200
October	95	45,735,700
November	95	33,257,100
		486,839,234

Rawhide flow	+ 163,775,500
	650,614,390
* Future T.R.A flow	+ 44,640,760
	695,255,150 Total annual flow to T.R.A. based on theoretical base year

* Future T.R.A (Carrollton) flow from 1995 water audit 44,640,760 gallons per year.

TOWN OF ADDISON
INITIAL SEWER FLOWS BY METER STATION
BASED ON DECEMBER 1994 THROUGH NOVEMBER 1995 FLOWS

MARSH LANE METER STATION

	ANNUAL FLOW	DAILY FLOW
Marsh North	33,936,670	93,000
Marsh South	44,409,964	123,000
Brookhaven West	84,126,000	230,000
Brookhaven East	171,741,800	471,000
Rawhide Creek Lift Station	163,775,500	449,000
SUBTOTAL MARSH LANE	**497,989,934**	**1,366,000**
SPRING VALLEY	**93,070,800**	**255,000**
INWOOD ROAD	**59,554,000**	**163,000**

***Future Carrollton Flow** **44,640,760 gallons per year**
July 1997

TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO

COPY

Date 12/18/95 Claim # _____ Check $ _____

Vendor No. _____

Vendor Name City of Farmers Branch

Address Attn: Siegfried Suazo

Address P.O. Box 819010

Address Farmers Branch, Texas

Zip Code 75381-9010

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	($000,000.00)
12/14/95	61	712	56640	00000	000	49,535.00

TOTAL $49,535.00

EXPLANATION December, 1995 Sewer Service.

RECEIVED
DEC 18 1995
TOWN OF ADDISON
ACCOUNTING

Authorized Signature

Finance

FARMERS BRANCH

COPY

RECEIVED
DEC 14 1995
TOWN OF ADDISON
FINANCE ADMIN.

INVOICE

Invoice Date: 12/11/95

Terms: 30 Days

Invoice To: Town of Addison
Attn: Randy Moravec
P.O. Box 144
Addison, Texas 75244

Reference:	**Interim Outfall Agreement**	
Description:	December 1995 Sewer Service	$49,535
	Total Due:	**$49,535**

Please Remit to:

City of Farmers Branch
Attn: Siegfried Suazo
P.O. Box 819010
Farmers Branch, Texas 75381-9010

RECEIVED
DEC 18 1995
TOWN OF ADDISON
ACCOUNTING

CALCULATION OF MONTHLY BILLING AMOUNT
TRINITY RIVER AUTHORITY OF TEXAS
FYE NOVEMBER 30, 1996

TRA Revised Estimate of 94-95 Farmers Branch Cost to November 30, 1995 (No TRA estimate available for 95-96)		2,724,502
Estimate of Addison Share of Total Farmers Branch Cost Based on 1994-1995 Average Usage		18.181%
Estimated Addison Share of Farmers Branch Cost		$495,348
Contract Billing Rate		120.00%
Estimate of Addison 95/96 TRA Cost		$594,418
Less Amount Paid		
December 1995	$0	
January 1996	0	
February 1996	0	
March 1996	0	
April 1996	0	
May 1996	0	
June 1996	0	
July 1996	0	
August 1996	0	
September 1996	0	
October 1996		
November 1996	0	
Total Paid to Date		$0
Unpaid Balance		$594,418
Remaining Months		12
Adjusted Billing Rate		$49,535

FILE NAME: C:\123R24\DATA\SWRBILL\TRA95BUD.WK1

ADDISON SEWER READS

STATION	December 1994 Usage	January 1995 Usage	February 1995 Usage	March 1995 Usage	April 1995 Usage	May 1995 Usage
Marsh Lane - North	1,325,190	1,642,580	913,290	1,931,430	1,533,260	4,661,320
Marsh Lane - South	2,266,700	2,083,600	1,078,900	2,873,014 E	2,531,260	5,693,390
Brookhaven - West	6,983,000	9,256,000	6,030,000	7,667,000	8,302,000	9,578,000
Brookhaven - East	13,022,800	15,100,500	11,693,600	12,462,800	14,851,800	17,815,400
Spring Valley Road	7,116,700	9,508,300	7,918,700	4,894,100	14,534,500	10,023,500
Inwood Road	3,856,000	4,602,000	3,880,000	4,578,000	4,218,000	6,138,000
TOTAL USAGE:	34,570,390	42,192,980	31,514,490	34,406,344	45,970,820	53,909,610

STATION	June 1995 Usage	July 1995 Usage	August 1995 Usage	September 1995 Usage	October 1995 Usage	November 1995 Usage
Marsh Lane - North	2,005,900	6,763,000	6,213,100	2,699,300	2,395,400	1,852,900
Marsh Lane - South	3,103,500	5,068,500	5,142,000	5,220,000	5,611,600	3,737,500
Brookhaven - West	5,640,000	6,492,000	5,735,000	5,811,000	7,184,000	5,448,000
Brookhaven - East	12,265,600	16,071,900	13,178,800	13,410,500	17,599,900	14,268,200
Spring Valley Road	5,510,180	9,499,520	6,851,600	6,246,400	6,797,800	4,169,500
Inwood Road	5,058,000	6,710,000	5,586,000	5,000,000	6,147,000	3,781,000
TOTAL USAGE:	33,583,180	50,604,920	42,706,500	38,387,200	45,735,700	33,257,100

E Usage Estimated

FILE NAME: C:\123R24\DATA\SWRBILL\ADDIREAD.WK1

FARMERS BRANCH

MEMORANDUM
PUBLIC WORKS DEPARTMENT

DATE : December 1, 1995

TO : Finance ✓

COPY

FROM : RS 12/1/95 Roy Smallwood, Supt. of Utilities

SUBJECT : Addison Sewer Reads for the month of November 1995

Marsh Lane Station - North		Brookhaven Station - East	
11-28-95	37,639,800	11-28-95	209,594,800
10-30-95	35,786,900	10-30-95	195,326,600
Total Gallons	1,852,900	Total Gallons	14,268,200

Marsh Lane Station - South		Spring Valley Road		
11-28-95	38,538,500	11-28-95	795,852,900	
10-30-95	34,801,000	10-30-95	791,683,400	
Total Gallons	3,737.500	Total Gallons	4,169,500	*meter is turned off

Brookhaven Station - West		Inwood Road Station	
11-28-95	690,505,000	11-28-95	708,257,000
10-30-95	685,057,000	10-30-95	704,476,000
Total Gallons	5,448,000	Total Gallons	3,781,000

Total readings for all meters in stations: 33,257,100 gallons

RS\MP\ckh

cc: Mark Pavageaux, Director of Public Works
File
Elaine Nienkamp
Mark D. Velten

RECEIVED
DEC 18 1995
TOWN OF ADDISON
ACCOUNTING

WP6.0:UTILITIES\REPORTS\ADDISON.NOV

June 19, 1996

Rawhide Creek Lift Station 6 month flows before and after station was put into service.

Marsh North Metered Flow

Oct. 92	13,709,000
Nov. 92	14,475,000
Dec. 92	13,393,000
Jan. 93	13,865,000
Feb. 93	12,807,000
Mar. 93	18,835,000
	87,084,000 ÷ 6 months = 14,514,000 average per month
Apr. 93	3,505,000
May.93	1,599,000
Jun. 93	961,000
Jul. 93	581,000
Aug.93	1,488,000
Sept.93	898,000
Oct. 93	824,000
	6,351,000 ÷ 6 months = 1,058,500 average per month

SUMMARY

14,514,000 Before
- 1,058,000 After

13,461,500 ÷ 30 days = 448,700 gallons per day x 365 days = 163,775,500 gallons per year.

COPY

INVOICE

Invoice Date: 11/08/94 Terms: 30 Days

Invoice To: Town of Addison
Randy Moravec
P.O. Box 144
Addison, Texas 75244

Reference:	**Interim Outfall Agreement**	
Description:	October 1994 Sewer Service	$49,286
	Total Due:	**$49,286**

Please Remit to: City of Farmers Branch
Attn: Customer Service
P.O. Box 819010
Farmers Branch, Texas 75381-9010

ADDISON SEWER READS

STATION	December 1992 Usage	January 1993 Usage	February 1993 Usage	March 1993 Usage	April 1993 Usage	May 1993 Usage
Marsh Lane - North	13,393,000	13,865,000	12,807,000	18,835,000	3,505,000	1,599,000
Marsh Lane - South	1,518,000	958,000	2,486,000	1,892,000	1,238,000	1,334,000
Brookhaven - West	5,942,000	8,000,000 E	9,595,000	10,532,000	8,037,000	6,424,000
Brookhaven - East	11,118,300	12,322,200	12,706,500	16,080,500	10,887,400	10,693,100
Spring Valley Road	1,635,675	6,809,000	11,710,700	14,902,600	11,141,900	10,917,500
Inwood Road	4,107,000	3,821,000	4,011,000	7,141,000	3,990,000	4,535,000
TOTAL USAGE:	37,713,975	45,775,200	53,316,200	69,383,100	38,799,300	35,502,600

STATION	June 1993 Usage	July 1993 Usage	August 1993 Usage	September 1993 Usage	October 1993 Usage	November 1993 Usage
Marsh Lane - North	961,000	581,000	1,488,000	898,000	824,000	1,925,000
Marsh Lane - South	1,649,000	1,233,000	2,278,000	2,235,000	2,235,000 E	2,235,000 E
Brookhaven - West	6,278,000	5,571,000	7,836,000	6,226,000	6,615,000	9,157,000
Brookhaven - East	13,818,800	11,493,900	15,817,700	13,326,100	14,624,100	17,323,500
Spring Valley Road	14,529,600	11,575,400	9,966,500	7,170,000	7,615,400	7,145,800
Inwood Road	6,363,000	5,326,000	6,846,000	5,105,000	5,561,000	6,442,000
TOTAL USAGE:	43,599,400	35,780,300	44,232,200	34,960,100	37,474,500	44,228,300

* Usage Based on Highest Actual Reading during the prior twelve months.
E Usage Estimated

TOWN OF
ADDISON
UTILITIES DEPARTMENT
(214) 450-2879 FAX (214) 931-6643
Post Office Box 144, Addison, Texas 75001
16801 Westgrove

SEWER USAGE REPORT
OCTOBER 1992

STATION	THIS MONTH	LAST MONTH	YEAR TO DATE	YEAR AGO TO DATE
RINITY CHRISTIAN	3,800,200	4,180,300	3,800,200	3,867,900
ALLAS PARKWAY	9,047,100	9,730,400	9,047,100	8,785,800
RAPHO	8,301,900	8,088,200	8,301,900	7,748,600
NWOOD	4,749,000	4,922,000	4,749,000	4,989,000
PRING VALLEY	1,549,600	1,421,000	1,549,600	1,639,100
ROOKHAVEN CLUB WEST	8,665,000	8,869,000	8,665,000	7,600,000
ROOKHAVEN CLUB EAST	14,082,700	15,167,200	14,082,700	12,925,100
ARSH SOUTH	897,700	821,500	897,700	1,985,700
ARSH NORTH	13,709,000	14,431,000	13,709,000	9,366,200
IDWAY	1,800,000	1,860,000	1,800,000	1,800,000
NWOOD SEWER CONTRACT	-2,171,456	2,260,064	2,171,456	1,083,616
	1,085,72		67,687,825	
OTAL	67,651,824 68,773,656	71,750,664	68,773,656	61,791,016
ATER USAGE	117,624,000	137,390,000	117,624,000	107,806,000
OF WATER RET. TO SYS.	58%	52%	58%	57%

TOWN OF ADDISON
UTILITIES DEPARTMENT
(214) 450-2879 FAX (214) 931-6643
Post Office Box 144, Addison, Texas 75001
16801 Westgrove

SEWER USAGE REPORT
NOVEMBER 1992

STATION	THIS MONTH	LAST MONTH	YEAR TO DATE	YEAR AGO TO DATE
TRINITY CHRISTIAN	3,961,700	3,800,200	7,761,900	8,402,700
DALLAS PARKWAY	9,593,500	9,047,100	18,640,600	19,562,000
ARAPHO	7,789,400	8,301,900	16,091,300	15,969,800
INWOOD	5,060,000	4,749,000	9,809,000	10,183,000
SPRING VALLEY	1,608,100	1,549,600	3,157,700	4,439,200
BROOKHAVEN CLUB WEST	7,778,000	8,665,000	16,443,000	15,039,000
BROOKHAVEN CLUB EAST	15,892,000	14,082,700	29,974,700	24,161,900
MARSH SOUTH	1,997,200	897,700	2,894,900	4,392,700
MARSH NORTH	14,476,000	13,709,000	28,184,000	18,718,500
MIDWAY	1,860,000	1,800,000	3,660,000	3,600,000
INWOOD SEWER CONTRACT	2,319,568 ~2,232,880	2,171,456	4,491,024	2,247,616
TOTAL	72,334,468 111,245,740	68,773,656	141,108,124 138,936,665	126,716,416
WATER USAGE	111,342,270	117,624,000	228,966,270	211,177,000
%OF WATER RET. TO SYS.	65%	58%	62%	65%

ADDISON SEWER READS

STATION	December 1993 Usage	January 1994 Usage	February 1994 Usage	March 1994 Usage	April 1994 Usage	May 1994 Usage
Marsh Lane - North	738,000	1,240,000	831,000	936,000	1,262,000	2,314,000
Marsh Lane - South	2,486,000 •	2,381,390	2,208,450	3,047,430	2,352,860	5,169,900
Brookhaven - West	6,691,000	9,913,000	10,532,000 •	8,704,000	7,136,000	9,913,000 •
Brookhaven - East	13,274,700	15,003,800	17,323,500 •	12,493,900	11,089,100	17,323,500 •
Spring Valley Road	5,512,900	5,870,000	6,631,000	8,667,800	7,191,100	10,344,700
Inwood Road	5,096,000	6,414,000	5,493,500	5,669,000	5,404,000	8,108,000
TOTAL USAGE:	33,798,600	40,822,190	43,019,450	39,518,130	34,435,060	53,173,100

STATION	June 1994 Usage	July 1994 Usage	August 1994 Usage	September 1994 Usage	October 1994 Usage	November 1994 Usage
Marsh Lane - North	2,049,000	2,314,000 •	958,000	2,314,000 •	2,314,000 •	
Marsh Lane - South	2,974,900	5,169,900 •	5,700,800	4,114,900	6,380,300	
Brookhaven - West	9,913,000 •	9,913,000 •	9,913,000 •	4,210,000	8,982,000	
Brookhaven - East	11,642,800	13,111,600	15,048,100	12,845,500	15,369,400	
Spring Valley Road	6,381,100	6,894,600	9,236,900	8,328,500	11,857,100	
Inwood Road	7,077,000	8,447,000	10,163,000	5,317,000	6,176,000	
TOTAL USAGE:	40,037,800	45,850,100	51,019,800	37,129,900	51,078,800	

• Usage Based on Highest Actual Reading during the prior twelve months.
E Usage Estimated

FARMERS BRANCH

MEMORANDUM

PUBLIC WORKS DEPARTMENT

DATE : October 31, 1994

TO : Cheryl Davenport

FROM : Roy Smallwood, Supt. of Utilities

SUBJECT : Addison Sewer Reads for the month of October 1994

Marsh Lane Station - North		Brookhaven Station - East	
10-31-94	2,084,120	10-31-94	21,183,800
9-26-94	Meter Off estimated	9-26-94	5,814,400
Total Gallons	2,084,120	Total Gallons	15,369,400
Marsh Lane Station - South		**Spring Valley Road**	
10-31-94	35,469,400	10-31-94	693,513,100
9-26-94	29,089,100	9-26-94	681,656.000
Total Gallons	6,380,300	Total Gallons	11,857.100
Brookhaven Station - West		**Inwood Road Station**	
10-31-94	597,394,000	10-31-94	644,022,000
9-26-94	588,412,000	9-26-94	637.846.000
Total Gallons	8,982,000	Total Gallons	6,176,000

Total readings for all meters in stations: 50,848,920

RS\MP\ckh

cc: Mark Pavageaux, Director of Public Works
File
Elaine Nienkamp
Mark D. Velten

WP6.0:UTILITIES\ADDISON.OCT

Return completed form to:

Mr. Bill R. Smith
Trinity River Authority of Texas
Northern Region Office
P.O. Box 240
Arlington, Texas 76004-0240

Water Conservation and Drought Contingency Program Annual Report

TWDB Code No.

Ms. Patricia M. Cleveland
Manager of Operations
Trinity River Authority
1998

Texas Water Development Board (TWDB) "Rules Relating to Financial Programs" require that recipients of TWDB financial assistance for which a water conservation and drought contingency program is required. shall report annually to the TWDB's Executive Administrator. The report must contain information on the **implementation, public response,** and **effectiveness** of the water conservation program. The required annual reports should be submitted within sixty (60) days after the anniversary date of loan closing until all financial obligations to the state have been discharged.

The following questions are designed to provide the TWDB this information in a concise and consistent format for all loan recipients. Please fill in all blanks that pertain to your program as completely and objectiveiy as possible. **If you need additional space or wish to attach a separate report, please feel free to do so using the same numbering sequence.**

IMPLEMENTATION PROGRESS

call Jodie

Long-Term Water Conservation Program

1. **Education and Information Program**

During the past 12 months, _____ (total number) water conservation brochures were mailed or otherwise distributed to utility customers during the months of July - SEPTEMBER. Approximately _____ (number) brochures were distributed to customers through mailouts, _____ as handouts at the utility office, and _____ through field employees or other means. Also, 1 news articles were submitted and published in the METROCREST (newspaper, newsletter). In addition, water conservation messages were printed on bills during the months of _____ (Please attach example.)

In addition, the following education activities were conducted during the reporting period (presentations, school programs, exhibits, television, radio etc). _____

None

(Please attach copies of materials as appropriate)

TAKE W/ LYND CHAPTER

2. **Water Conservation Plumbing Code**

Which plumbing code does your utility follow? 1997 UNI. PLUMBING
Does this plumbing code include special water conservation requirements? ~~YES~~ NONE OTHER THAN FIXTURES

3. **Water Conservation Retrofit and Plumbing Rebate Programs**

Have you conducted a plumbing retrofit or rebate program during the last 12 months? NO
If yes, approximately _____ households receive kits/rebates_____
Please describe your program and list specific retrofit items provided or types of fixtures rebated._____

4. **Conservation - Oriented Rate Structure**

Please provide your current water and wastewater rate schedule in the space below, or attach a preprinted rate schedule to this report.

FROM KEITH

Have your rates or rate structure changed since your last report? _____. If yes, please describe the changes or attach a copy of the old and new rate structures._____

_____If you purchase water from a wholesale supplier, please list the supplier(s)_____

_____ and the rates you are charged by them _____

_____Is this a "take or pay" contract?_____ If yes, what is your minimum volume to take? _____gallons/day.

KEITH

5. **Universal Metering and Meter Repair**

During the past 12 months, what is the approximate number of:

Production (master) meters	tested _____,	repaired _____,	replaced _____.
Meters larger than 1½"	tested _____,	repaired _____,	replaced _____.
Meters 1½" or smaller	tested _____,	repaired _____,	replaced _____.

In the system there are _____ production (master) meters. In addition, there are _____ meters larger than 1½", and _____ meters 1½" or smaller.

6. **Water Audits and Leak Detection**

The amount of water purchased or produced during the last 12 months was _____gallons.
The amount of water sold through metered accounts during the last 12 months was _____gallons.

KEITH

What is the percent of unaccounted-for water in your utility? _____percent. How often do you audit or account for the water in your system?_____ List source and amount in gallons for the last 12 months, if known, of metered and unmetered water that is accounted for but not sold (line flushing, city facilities, cemetery, etc.). _____

During the last 12 months, _____ leaks were repaired in the system. Approximately _____ of these leaks were in main lines, _____ were at service connections, _____ were fire hydrants, and _____ were at other points. What types of equipment or methods do you use to locate leaks in your distribution system?_____

Approximately how much has your accountability improved as a result of leak repair? For example: a 10 gpm leak that has gone unrepaired for at least 10 days has lost 144,000 gallons of water. (10 gpm x 60 min/hr. x 24 hr./day x 10 days)_____

7. **Water-Conserving Landscaping**

Please list any water-conserving landscaping programs, educational activities, or ordinances enacted during the last 12 months. DURING ~~SUMMER~~ SUMMER MONTHS CUT BACK ON NUMBER OF WATERINGS FOR PARK AND LANDSCAPE IRRIGATION.

8. **Recycling and Reuse of Water or Wastewater Effluent**

What types of water recycling or reuse activities, such as golf course irrigation, recycling filter backwash, or effluent reuse for irrigation or effluent chlorination, etc. are practiced by your utility? NONE

_____This recycling or reuse amounted to approximately _____ gallons per month for _____ months during the reporting period.

9. **Other Comments**

List any other water conservation activities your utility is conducting. NONE

Emergency Water Demand Management or Drought Contingency Plan

10. During the past 12 months, the Emergency Demand Management or Drought Contingency Plan was activated for _____ days, beginning on _____ and ending on _____. The reason for activation was _____

_____

_____

_____

Water demand was reduced by approximately _____ gallons per day.

PUBLIC RESPONSE

11. Briefly describe any public response your utility has received regarding the water conservation and/or the emergency water demand management program. _____

_____

_____

_____

_____

_____

EFFECTIVENESS OF THE PROGRAM

12. In your opinion, how would rank the effectiveness of your utility's program?

Very effective _____ Effective _____ Somewhat effective _____
Less than effective _____ Not effective _____

13. Does the operations staff of your utility review the conservation program on a regular basis? _____ If so, how often? _____

14. What types of problems did your utility encounter in implementing the program during the last 12 months? _____

_____

_____

_____

_____

15. What might your utility do, or what could the TWDB do, to improve the effectiveness of your program? * _____

_____

_____

_____

_____

_____

16. How much additional expense has your utility incurred in implementing this program during the reporting period (literature, materials, staff time, etc.)? $_____

17. Approximately how much water would you estimate your utility saved during the reporting period due to the overall conservation program? _____ million gallons

What is the estimated dollar value to the utility of this water savings? $_____

18. Approximately how much would you estimate your water accountability has improved during the reporting period as compared to the previous 12 months? _____%

To ensure we address future correspondence to the proper person, please type or print the following:

Name	Title	Phone	Date

* For a list of free technical assistance services available from the TWDB, please write or call at (512) 463-7955.

Trinity River Authority of Texas

Central Regional Wastewater System

3110.500.040.100

May 2, 1996

Mr. Neil A. Gayden, R.S.
Supervisor, Environmental Services
City of Addison
P.O. Box 144
Addison, Texas 75001

Dear Mr. Gayden:

RE: Technically Based Local Limits Development for the Central Regional Wastewater System Plant

On June 16, 1995, the Central Regional Wastewater System plant received a new NPDES permit that went into effect on July 1, 1995. This permit gave the Trinity River Authority 18 months to develop new local limits and request modification of the current pretreatment program. This means that the submittal must be in by January 1, 1997.

According to 40 CFR 403.9(b), the contents of this modification must include the following:

- Administration Plan identifying how the POTW (TRA) will implement the proposed modified program
- Industrial Waste Ordinance for each city
- Local Limits development document proposing the new local limits
- Enforcement Response Plan (ERP) that identifies how the city plans on responding to instances of noncompliance.
- Statement of endorsement and funding from the governing body stating that they will provide adequate staffing and funding to carry out the provisions of the program

P.O. Box 531196
Grand Prairie, Texas 75053
Metro (214) 263-2251
Fax: (214) 264-1382
Fax: (214) 262-0619

- Attorney's statement saying that the city has adequate legal authority to carry out and enforce the Ordinance.

The Trinity River Authority will write (with the city's input) the Administration Plan and develop the local limits. The cities must write their respective Ordinances and ERP's.

Enclosed with this letter are copies of a Model Pretreatment Ordinance and an ERP that have recently been approved for the Ten Mile Creek Regional System. Check lists requested by the Environmental Protection Agency for each document have also been included. Feel free to use these documents as your starting point, if you so choose. They are available on 3.5 inch disk, in WordPerfect 6.0 and Lotus 123 version 2.3 (ERP guide), if that would be of help.

At the time of submission, January 1, 1997, the Administration Plan, ERP, and Model City Ordinance will be needed. At that time the Ordinance will not have to be passed through your City council, but must be in approvable form, meaning your City Attorney has reviewed it and deemed it in good form. Your Ordinance cannot be passed through your Council until EPA has determined that the new proposed limits are approvable. We will notify you at that time. We will try to submit a Model Ordinance stating that all of the Ordinances will contain at least these elements, however, I anticipate that the City's Ordinances will also be required shortly after submittal. Please review the enclosed Model Ordinance with this in mind and submit your comments to us.

In order for us to complete the local limit evaluation, a list of industries within your city is needed that contribute process water. We need to know what each industry's total flow is and how much of that total flow is considered process water. Their current classification and permitted status is also needed, i.e. how many permitted SIUs, and nonpermitted SIUs (zero discharge etc.). The current classifications that are outlined are:

a. Categorical and Categorical exempted (zero discharge);
b. Significant Industrial User and exempted SIU;
c. Industrial Users.

If you have other categories or classifications, please let us know and allow for them when you write your Ordinance.

We currently anticipate local limit development to be complete by August 1, 1996. In order to accomplish this we will need the above information by July 1, 1996. The developed local limits will be presented in the proposed September Advisory Committee meeting. I realize that this coincides with the annual report, however, most of the information needed you will be reviewing anyway for the report. When the limits have been developed we will notify the

cities and request comments. The remaining time can be spent on your Ordinances, ERP's, and meetings with your industries. The Environmental Protection Agency strongly encourages industry participation in the modification process. For this reason we do encourage each city to hold a meeting with their industries and give them a chance to ask questions and get information. The Authority is available to participate in your meeting, should you desire.

The ERP and Draft Ordinance, complete with check lists, will need to be submitted by November 1, 1996 in order to give us time to review and assemble for submittal December 31, 1997.

Should you have any questions, or problems please do not hesitate to call.

Sincerely,

CYNTHIA BELVIN
Pretreatment Coordinator

CB/jm

Enclosures

cc: Patricia M. Cleveland, Manager, Operation Services, Northern Region
Bill Tatum, Manager, Central Regional Wastewater System
Wm. B. Cyrus, Manager, Technical Services, CRWS

Trinity River Authority of Texas

Northern Region Office

DATE: February 7, 1996

FILE: 3110.102/3110.800

TO ADVISORY COMMITTEE MEMBERS
Central Regional Wastewater System

SUBJECT: FY 1997 Budget Preparation
Projected Contracting Party Flows

A vital aspect in the determination of expenditures and revenue obligations for the Central Regional Wastewater System annual budget is the projection of wastewater flows from the Contracting Parties. These projections are based upon historical flows, general population projections, and/or projected flows provided by the Contracting Parties.

We are now collecting data for the preparation of the Central Regional Wastewater System FY 1997 Budget. It would be extremely helpful if you would arrange to have the attached form completed by a staff member and returned to me by **March 1, 1996**. I have enclosed for your use a summary of the FY 1995 budgeted flows and percentages, the revised flows and percentages used for mid-year reallocation, the unaudited actual flows and percentages for FY 1995, and the budgeted flows and percentages for FY 1996.

Timely receipt of your wastewater flow projections for the period December 1, 1996 through November 30, 1997 will be extremely beneficial and greatly appreciated. If you should have any questions, please give me a call.

Sincerely,

Robert R. Stevens

ROBERT R. STEVENS
Manager of Operations

/tld

Attachments

cc: Bill Tatum, Project Manager, CRWS

CENTRAL REGIONAL WASTEWATER SYSTEM
FY 1995 FLOWS & PERCENTAGES

CONTRACTING PARTY	BUDGETED FLOW (MGD)	BUDGETED %	REVISED FLOW (MID-YEAR REALLOCATION)	REVISED %	ACTUAL FLOW MGD	ACTUAL FLOW MG	ACTUAL %
ARLINGTON	22.000	19.578	23.000	20.202	23.093	8,428.825	20.370
BEDFORD	5.200	4.628	5.500	4.831	5.350	1,952.726	4.719
CARROLLTON	10.800	9.611	10.800	9.486	10.801	3,942.436	9.527
CEDAR HILL	0.120	0.107	0.070	0.061	0.093	34.098	0.082
COLLEYVILLE	1.650	1.468	1.650	1.449	1.806	659.161	1.593
COPPELL	3.500	3.115	4.000	3.513	3.288	1,199.951	2.900
DALLAS	6.400	5.695	5.700	5.007	5.924	2,162.328	5.226
DFW AIRPORT	2.200	1.958	2.000	1.757	1.855	677.039	1.636
DUNCANVILLE	0.150	0.133	0.200	0.176	0.181	66.202	0.160
EULESS	3.500	3.115	2.700	2.372	2.958	1,079.558	2.609
FARMERS BRANCH	7.800	6.941	7.400	6.500	7.382	2,694.353	6.512
FORT WORTH	1.300	1.157	1.200	1.054	1.168	426.344	1.030
GRAND PRAIRIE	15.000	13.349	15.700	13.790	15.527	5,667.226	13.696
GRAPEVINE	1.770	1.575	1.770	1.555	1.570	573.048	1.385
HURST	0.200	0.178	0.130	0.114	0.127	46.290	0.112
IRVING	27.000	24.028	28.200	24.769	28.238	10,306.716	24.909
KELLER	1.400	1.246	1.300	1.142	1.295	472.610	1.142
MANSFIELD	1.560	1.388	1.600	1.405	1.699	620.202	1.499
N RICHLAND HILLS	0.420	0.374	0.430	0.378	0.426	155.613	0.376
SOUTHLAKE	0.400	0.356	0.500	0.439	0.586	213.769	0.517
TOTAL	112.370	100.000	113.850	100.000	113.367	41,378.495	100.000

CONTRACTING PARTY	FY 1996 BUDGETED FLOW (MGD)	BUDGETED %
ARLINGTON	22.800	19.975
BEDFORD	5.200	4.556
CARROLLTON	10.800	9.462
CEDAR HILL	0.100	0.088
COLLEYVILLE	1.650	1.446
COPPELL	3.600	3.154
DALLAS	6.000	5.257
DFW AIRPORT	2.200	1.927
DUNCANVILLE	0.180	0.158
EULESS	2.900	2.541
FARMERS BRANCH	6.400	5.607
FORT WORTH	1.300	1.139
GRAND PRAIRIE	15.300	13.405
GRAPEVINE	1.800	1.577
HURST	0.200	0.175
IRVING	28.500	24.969
KELLER	1.260	1.104
MANSFIELD	1.800	1.577
N RICHLAND HILLS	0.450	0.394
SOUTHLAKE	0.500	0.438
ADDISON	1.200	1.051

TOTAL	114.140	100.000

Inwood – $\frac{60,769,000}{365}$ AVG = 166,490

Spring Valley – Jan '96 AVG – ~~150~~ ~~200~~,000

BCD West – $\frac{88,681,000}{365}$ = 242,962

BCD East – $\frac{170,616,700}{365}$ = 467,443

Marsh S – $\frac{41,952,640}{365}$ = 114,939

Marsh N – $\frac{19,950,910}{365}$ = 54,660

Midway – Assumed = ~~150~~,000

Rawhide = 500,000

1,776,494

10% Growth – 177,649

1,954,143

say 2 MGD

TOWN OF ADDISON

PUBLIC WORKS DEPARTMENT (214) 450-2871

Post Office Box 144 Addison, Texas 75001 16801 Westgrove

UTILITIES DIVISION
REPORT FOR THE MONTH OF SEPTEMBER 1995
AUGUST 16,1995 THROUGH SEPTEMBER 15, 1995

	THIS MONTH	LAST MONTH	YEAR TO DATE	YEAR AGO TO DATE
TOTAL GALLONS FROM ROF'S	204,876,000	191,781,000	1,533,720,000	1,375,874,000
TOTAL GALLONS BILLED	210,329,887	174,718,762	1,427,690,729	1,300,984,476
ACCOUNTED FOR WATER - LEAKS & CITY - DISCONNECTIONS, FINAL READS, LOAN METERS	1,389,760	1,160,730	8,434,440	9,877,100
TOTAL BILLED & ACCOUNTED FOR WATER	211,719,647	175,879,492	1,436,125,169	1,310,861,576
TOTAL UNACCOUNTED FOR WATER	(6,843,647)	15,901,508	97,594,831	65,012,424
TOTAL PERCENT OF UNACCOUNTED FOR WATER	-3.34%	8.29%	6.36%	4.73%
AVERAGE DAILY USE	6,608,903	6,186,484	4,213,516	3,759,219
MINIMUM DAILY PUMPAGE	5,710,000	4,895,000	679,000	1,432,000
MAXIMUM DAILY PUMPAGE	7,522,000	7,017,000	7,522,000	7,215,000
MONTHLY SEWER TO DALLAS	32,076,900	32,878,200	387,741,700	372,805,800
MONTHLY SEWER TO FARMERS BRANCH	41,939,900	42,510,100	483,126,650	499,127,810
MONTHLY SEWER TO CARROLLTON	4,030,000	4,030,000	47,190,000	47,580,000
INWOOD SEWER CONTRACT	1,034,544	1,083,024	10,967,472	11,549,960
DALLAS FRANCHISE, WINTER AVG.	6,500,000	6,500,000	78,000,000	
TOTAL SEWER USAGE	85,581,344	87,001,324	1,007,025,822	931,063,570
SEWER RETURN COMPARED TO WATER USAGE	41.77%	45.36%	65.66%	67.67%
TOTAL NUMBER OF ACCOUNTS	2,768	2,766	2,768	2,453
TOTAL NUMBER OF WATER SAMPLES	10	10	120	120
POSITIVE SAMPLES	0	0	0	0
NEGATIVE SAMPLES	10	10	120	120
NUMBER OF SERVICE ORDERS	182	186	1,958	1,676
FEET OF SEWER LINE CLEANED	2,637	3,425	59,472	77,030
SEWER STOPPAGES	2	0	9	4
8" OR LARGER WATER MAIN BREAKS	0	0	5	7
AMOUNT OF RAINFALL	1.15	2.34	50.70	48.12
****NUMBER OF BILLING DAYS - ADDISON	31	31	364	366

DAILY SEWER USAGE SEPTEMBER, 1995 SEPTEMBER 1 - 30

DATE	TCA	DAL PKWY	ARAPAHO	INWOOD	SPR VAL	BCD WEST	BCD EAST	MARSH S	MARSH N	MIDWAY	TOTAL
09/01	99,300	315,800	632,400	206,000	166,600	186,000	457,000	164,200	65,900	130,000	2,423,200
09/02	99,100	274,300	559,200	190,000	228,200	159,000	400,100	144,000	64,900	130,000	2,248,800
09/03	99,100	274,300	559,200	165,000	243,700	184,000	444,900	170,500	64,000	130,000	2,334,700
09/04	99,100	274,300	559,200	165,000	199,500	181,000	465,100	175,700	64,900	130,000	2,313,800
09/05	99,100	274,300	559,200	142,000	206,400	274,000	538,400	210,900	176,500	130,000	2,610,800
09/06	97,000	316,600	590,400	183,000	236,200	176,000	430,900	173,000	68,100	130,000	2,401,200
09/07	106,900	310,300	620,800	206,000	249,500	182,000	452,500	174,600	71,000	130,000	2,503,600
09/08	108,900	325,000	653,200	194,000	276,900	169,000	470,800	180,600	72,500	130,000	2,580,900
09/09	105,500	283,300	590,400	175,000	277,000	158,000	456,900	160,200	85,700	130,000	2,422,000
09/10	105,500	283,300	590,400	135,000	231,100	172,000	456,700	168,000	76,700	130,000	2,348,700
09/11	105,500	283,300	590,400	139,000	233,900	335,000	612,100	209,500	64,000	130,000	2,702,700
09/12	114,000	321,100	637,200	179,000	266,900	200,000	478,700	178,800	80,700	130,000	2,586,400
09/13	113,500	305,900	642,800	189,000	252,800	171,000	453,700	181,700	92,300	130,000	2,532,700
09/14	131,300	344,300	748,000	224,000	305,300	236,000	529,900	243,500	100,800	130,000	2,993,100
09/15	119,000	319,200	681,200	218,000	282,000	241,000	523,300	204,900	101,300	130,000	2,819,900
SUBTOTAL	1,602,800	4,505,300	9,214,000	2,710,000	3,656,000	3,024,000	7,171,000	2,740,100	1,249,300	1,950,000	37,822,500
09/16	128,300	325,100	639,600	174,000	168,800	232,000	473,600	201,700	82,100	130,000	2,555,200
09/17	128,300	325,100	639,600	174,000	168,800	232,000	473,600	201,700	82,100	130,000	2,555,200
09/18	128,300	325,100	639,600	174,000	168,800	232,000	473,600	201,700	82,100	130,000	2,555,200
09/19	133,900	334,800	704,800	189,000	182,000	200,000	467,200	200,600	68,100	130,000	2,610,400
09/20	133,900	334,800	704,800	189,000	182,000	200,000	467,200	200,600	68,100	130,000	2,610,400
09/21	133,900	334,800	704,800	189,000	182,000	200,000	467,200	200,600	68,100	130,000	2,610,400
09/22	133,900	334,800	704,800	189,000	182,000	200,000	467,200	200,600	68,100	130,000	2,610,400
09/23	120,700	292,600	154,600	134,000	199,000	231,000	529,400	193,600	66,100	130,000	2,051,000
09/24	120,700	292,600	154,600	134,000	199,000	231,000	529,400	193,600	66,100	130,000	2,051,000
09/25	120,700	292,600	154,600	134,000	199,000	231,000	529,400	193,600	66,100	130,000	2,051,000
09/26	122,700	301,800	617,900	187,000	183,500	225,000	473,700	162,500	67,100	130,000	2,471,200
09/27	122,700	301,800	617,900	187,000	183,500	225,000	473,700	162,500	67,100	130,000	2,471,200
09/28	122,700	301,800	617,900	187,000	183,500	225,000	473,700	162,500	67,100	130,000	2,471,200
09/29	122,700	301,800	617,900	187,000	183,500	225,000	473,700	162,500	67,100	130,000	2,471,200
09/30	111,000	297,100	576,600	187,000	149,100	225,000	33,800	181,700	69,500	130,000	1,960,800
SUBTOTAL	1,884,400	4,696,600	8,250,000	2,615,000	2,714,500	3,314,000	6,806,400	2,820,000	1,054,900	1,950,000	36,105,800
TOTALS	3,487,200	9,201,900	17,464,000	5,325,000	6,370,500	6,338,000	13,977,400	5,560,100	2,304,200	3,900,000	73,928,300
YTD	49,822,300	112,267,600	225,681,000	60,769,000	102,150,000	88,681,000	170,616,700	41,952,640	19,950,910	47,190,000	919,081,150
AVER	116,240	306,730	582,133	177,500	212,350	211,267	465,913	185,337	76,807	130,000	2,464,277
LM AVG.	109,016	312,755	645,806	199,742	245,490	204,323	469,113	181,932	64,848	130,000	2,563,026

DALLAS	30,153,100
FARMERS BRANCH	39,875,200
CARROLLTON	3,900,000
INWOOD CONTRACT	1,083,024
DALLAS FRANCHISE	6,500,000
TOTAL	81,511,324

COPY

TOWN OF ADDISON

PUBLIC WORKS DEPARTMENT (214) 450-2871

Post Office Box 144 Addison, Texas 75001 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

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

TREET UMBER	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
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					
	4,200	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					

.6304 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					
REA "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 "8"
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				001293	83536575	17,000	WINTER MONTH TOTAL	0
	13,400					5,667	WINTER AVG MONTH	0
	3,600					68,000	TIMES 12	0
	17,500							
	36,500							
	7,600							
	200							
	78,800	TOTAL						
4310 AMELIA EARHART	8,700	JAN	7,200	000230	85005692	21,400	WINTER MONTH TOTAL	25,900
	5,700	FEB	9,100			7,133	WINTER AVG MONTH	8,633
	7,000	MAR	9,600			85,600	TIMES 12	103,600
	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					
4500 CLAIRE CHENNAULT	7,300	JAN	5,800	000632	5155975	25,900	WINTER MONTH TOTAL	23,100
	9,500	FEB	9,300			8,633	WINTER AVG MONTH	7,700
	9,100	MAR	8,000			103,600	TIMES 12	92,400
	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					
4505 CLAIRE CHENNAULT	7,500	JAN	5,900	000637	90732510	25,100	WINTER MONTH TOTAL	26,100
	9,200	FEB	10,000			8,367	WINTER AVG MONTH	8,700
	8,400	MAR	10,200			100,400	TIMES 12	104,400
	9,900	APR	12,200					
	9,000	MAY	5,600					

	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	000932	78175732	4,500	WINTER MONTH TOTAL	4,280
	1,650	FEB	1,560			1,500	WINTER AVG MONTH	1,427
	1,420	MAR	1,520			18,000	TIMES 12	17,120
	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					
15906 DOOLEY	7,210	JAN	14,750	000935	78175736	37,480	WINTER MONTH TOTAL	34,060
	21,120	FEB	9,010			12,493	WINTER AVG MONTH	11,353
	9,150	MAR	10,300			149,920	TIMES 12	136,240
	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					
16115 DOOLEY	6,700	JAN	10,600	000937	9113104	20,700	WINTER MONTH TOTAL	37,600
	7,200	FEB	14,400			6,900	WINTER AVG MONTH	12,533
	6,800	MAR	12,600			82,800	TIMES 12	150,400
	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					

	108,400	TOTAL	346,200					
16129 DOOLEY	4,680	JAN	1,910	000939	84065983	16,620	WINTER MONTH TOTAL	9,370
	5,250	FEB	3,880			5,540	WINTER AVG MONTH	3,123
	6,690	MAR	3,580			66,480	TIMES 12	37,480
	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					
	48,340	TOTAL	60,820					
15700 MIDWAY	74,600	JAN	0	001494	4654240	218,100	WINTER MONTH TOTAL	125,300
	65,400	FEB	56,200			72,700	WINTER AVG MONTH	41,767
	78,100	MAR	69,100			872,400	TIMES 12	501,200
	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					
	772,100	TOTAL	1,312,500					
15700 MIDWAY	15,480	JAN	65,790	001495	5101732	64,720	WINTER MONTH TOTAL	120,510
	21,220	FEB	14,190			21,573	WINTER AVG MONTH	40,170
	28,020	MAR	40,530			258,880	TIMES 12	482,040
	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					
	335,860	TOTAL	370,590					
15770-82 MIDWAY	2,200	JAN	2,100	001498	80108760	13,300	WINTER MONTH TOTAL	7,100
	7,200	FEB	2,200			4,433	WINTER AVG MONTH	2,367
	3,900	MAR	2,800			53,200	TIMES 12	28,400
	21,300	APR	3,700					
	9,100	MAY	3,200					

	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	001501	81209644	121,000	WINTER MONTH TOTAL	128,100
	44,700	FEB	33,600			40,333	WINTER AVG MONTH	42,700
	50,300	MAR	44,400			484,000	TIMES 12	512,400
	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					
15870 MIDWAY	16,370	JAN	38,000	001504	5493871A	63,170	WINTER MONTH TOTAL	98,910
	20,870	FEB	25,890		5493871B	21,057	WINTER AVG MONTH	32,970
	25,930	MAR	35,020			252,680	TIMES 12	395,640
	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					
15900-60 MIDWAY	36,200	JAN	64,700	001506	82446831	124,000	WINTER MONTH TOTAL	218,700
	38,600	FEB	88,600			41,333	WINTER AVG MONTH	72,900
	49,200	MAR	65,400			496,000	TIMES 12	874,800
	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					

	1,596,300	TOTAL	1,574,900					
4500 SOJOURN	2,332,300	JAN	1,775,300	001435	88146432	7,332,800	WINTER MONTH TOTAL	5,613,400
	2,522,300	FEB	2,093,900			2,444,267	WINTER AVG MONTH	1,871,133
	2,478,200	MAR	1,744,200			29,331,200	TIMES 12	22,453,600
	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					
	27,877,400	TOTAL	25,833,600					
4384 SUNBELT	9,000	JAN	22,200	001093	89805212	25,400	WINTER MONTH TOTAL	69,900
	8,900	FEB	21,400			8,467	WINTER AVG MONTH	23,300
	7,500	MAR	26,300			101,600	TIMES 12	279,600
	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					
	140,800	TOTAL	464,800					
4393 SUNBELT	10,500	JAN	10,500	001100	6009953	39,300	WINTER MONTH TOTAL	40,600
	15,400	FEB	16,200			13,100	WINTER AVG MONTH	13,533
	13,400	MAR	13,900			157,200	TIMES 12	162,400
	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					
	156,800	TOTAL	204,800					
4400 SUNBELT	106,300	JAN	125,800	001106	78458935	394,400	WINTER MONTH TOTAL	377,000
	126,800	FEB	130,000			131,467	WINTER AVG MONTH	125,667
	161,300	MAR	121,200			1,577,600	TIMES 12	1,508,000
	88,300	APR	155,400					
	97,700	MAY	131,700					

	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	001108	82333723	54,000	WINTER MONTH TOTAL	33,280
	16,000	FEB	9,650			18,000	WINTER AVG MONTH	11,093
	18,000	MAR	16,220			216,000	TIMES 12	133,120
	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					
4535 SUNBELT	18,400	JAN	8,880	001111	78033420	47,740	WINTER MONTH TOTAL	31,880
	11,970	FEB	11,890			15,913	WINTER AVG MONTH	10,627
	17,370	MAR	11,110			190,960	TIMES 12	127,520
	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					
4544-62 SUNBELT	22,400	JAN	77,800	001112	80454573	80,500	WINTER MONTH TOTAL	191,200
	30,200	FEB	59,800			26,833	WINTER AVG MONTH	63,733
	27,900	MAR	53,600			322,000	TIMES 12	764,800
	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					

	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	001289	80339004	131,600	WINTER MONTH TOTAL	132,000
	51,700	FEB	52,500			43,867	WINTER AVG MONTH	44,000
	41,200	MAR	49,400			526,400	TIMES 12	528,000
	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					
16500 WESTGROVE	14,600	JAN	78,000	001292	80339005	71,900	WINTER MONTH TOTAL	342,600
	20,000	FEB	151,900			23,967	WINTER AVG MONTH	114,200
	37,300	MAR	112,700			287,600	TIMES 12	1,370,400
	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					
4200 WESTGROVE	5,570	JAN	16,020	001367	78392544	31,640	WINTER MONTH TOTAL	32,560
	21,470	FEB	9,340			10,547	WINTER AVG MONTH	10,853
	4,600	MAR	7,200			126,560	TIMES 12	130,240
	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					

	141,540	TOTAL	103,750					
4300 WESTGROVE	23,100	JAN	25,600	001370	7075894	80,900	WINTER MONTH TOTAL	88,200
	29,000	FEB	32,200			26,967	WINTER AVG MONTH	29,400
	28,800	MAR	30,400			323,600	TIMES 12	352,800
	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					
	388,900	TOTAL	388,300					
4385 WESTGROVE	6,400	JAN	11,400	001377	80302058	19,000	WINTER MONTH TOTAL	43,800
	6,900	FEB	17,100			6,333	WINTER AVG MONTH	14,600
	5,700	MAR	15,300			76,000	TIMES 12	175,200
	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					
	122,100	TOTAL	192,700					
4399 WESTGROVE	800	JAN	1,090	001380	86714891	3,740	WINTER MONTH TOTAL	3,300
	1,610	FEB	1,190			1,247	WINTER AVG MONTH	1,100
	1,330	MAR	1,020			14,960	TIMES 12	13,200
	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					
	23,070	TOTAL	14,890					
4444 WESTGROVE	8,100	JAN	10,400	001381	7134547	29,700	WINTER MONTH TOTAL	38,000
	10,300	FEB	13,900			9,900	WINTER AVG MONTH	12,667
	11,300	MAR	13,700			118,800	TIMES 12	152,000
	11,100	APR	16,200					
	11,200	MAY	17,700					

	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