

**NOTICE OF MEETING  
FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1  
OF  
FORT BEND COUNTY, TEXAS**

Notice is hereby given that the Board of Supervisors of Fort Bend County Fresh Water Supply District No. 1 will meet in **regular** session, open to the public, at **6:00 p.m. on Thursday, January 21, 2021**. Due to concerns regarding the Coronavirus (COVID-19), the Board will conduct the meeting via video conference. The video conference meeting is authorized by the suspension of certain provisions of Chapter 551, Texas Government Code, as described below. Electronic copies of the meeting materials are available at [www.fortbendwater1.com](http://www.fortbendwater1.com) at such time as the meeting occurs or by contacting [dlopez@sklaw.us](mailto:dlopez@sklaw.us).

To participate in the meeting using ZOOM, please use the following link:  
<https://us02wcb.zoom.us/j/89662759837?pwd=VzJxTlQ0N2ZKc1BqdGNzbE0rVXRxUT09>

**Meeting ID:** 896 6275 9837  
**Passcode:** 454798

To participate by audio only:  
**Phone Number:** 346 248 7799  
**Meeting ID:** 896 6275 9837  
**Passcode:** 454798

At the meeting the following items will be considered:

**1. Hear from public solely regarding matters on the agenda (limited to 3 minutes per person).**

**2. Review Bookkeeper's Report and consider taking action thereon, including:**

- A. Approval of bills submitted to the District for payment.
- B. Review Investment Report and authorize necessary action in connection therewith.
- C. Review Collateral Pledge Report and Investment Policy and authorize necessary action in connection therewith including any amendments or changes thereto.
- D. Approve changes to budget for fiscal year ending December 31, 2021.

**3. Review Tax Assessor/Collector's Report and consider taking action thereon, including:**

- A. Approve write-offs as recommended by the Fort Bend County Tax Assessor/Collector.

**4. Review Engineer's Report and consider taking action thereon, including:**

- A. Report on status of projects including: (i) wastewater service to Fresno Gardens North, Gateway Acres and Fresno Ranchos, and (ii) Water Plant No. 2, and take action related thereto, including authorize advertisement of bids, award of contracts, approval of pay estimates and change orders.
- B. Authorize Engineer to prepare plans and specification for water and wastewater systems projects as necessary.
- C. Authorize solicitation/advertisement of bids for construction of water system and wastewater system projects necessary.
- D. Report on status of project funding, and take necessary action related thereto, including update on TCEQ Bond Application.
- E. Consider and take action on requests for water and sanitary sewer service.
- F. Update concerning status of non-residential connections.
- G. Update concerning Trammel Fresno road widening project.
- H. Update concerning emergency water interconnect with BC MUD 21.
- I. Update concerning emergency water interconnect with Charleston MUD.
- J. Update of status of City of Arcola water plant.
- K. Update on status of WWTP expansion.
- L. Update concerning FM 521 road widening project.
- M. Update concerning WP 1 inspection.

**5. Review Operator's Report and consider taking action thereon, including:**

- A. Approval of repairs to water and wastewater systems.
- B. Approval of requests for water taps.
- C. Approval of water termination list.

**6. Attorney's Report and consider taking action thereon, including:**

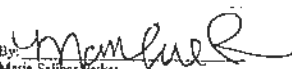
- A. Approval of minutes of meetings held on December 17, 2020.
- B. Discuss and take action on Regional Facilities Contract, including approval of Fifth Amendment to Regional Facilities Contract.
- C. Discuss and take action on Rate Order.

**7. Regional Plant Committee Report and consider taking action thereon.**

**8. Hear from public.**

Pursuant to the March 16, 2020, Declaration by the Governor of the State of Texas, certain requirements of Chapter 551, Texas Government Code, have been suspended in response to the Coronavirus (COVID-19) disaster. This action allows governmental bodies to conduct meetings by telephone or video conference to advance the public health goal of limiting face-to face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19).

**FORT BEND COUNTY FRESH WATER  
SUPPLY DISTRICT NO. 1**

By:   
Maria Salinas Parker  
Sanford Kuhl Jagan Kuhl Parker Kuhn LLP  
Attorneys for the District



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

# **Fort Bend County Fresh Water Supply District No. 1**

## **Bookkeeper's Report**

January 21, 2021

Fort Bend County FWSD No. 1 - GOF  
**Cash Flow Report - Checking Account**  
 As of January 21, 2021

Num	Name	Memo	Amount	Balance
<b>BALANCE AS OF 12/18/2020</b>				<b>\$181,918.02</b>
<b>Receipts</b>				
	Interest Earned on Checking		20.44	
	Wire Transfer from Lockbox		123,452.75	
	City of Arcola Joint Water Payment		5,000.00	
	Insurance Reimbursement - Well Motor #4		34,628.95	
	City of Arcola Joint Water Payment		5,000.00	
	Wire Transfer from Money Market		70,000.00	
<b>Total Receipts</b>				<b>238,102.14</b>
<b>Disbursements</b>				
5664	Erasto Vallejo	VOID: Fees of Office - 12/17/2020	0.00	
5682	Jacobs Engineering Group, Inc.	VOID: Engineering Fees	0.00	
5687	Hudson Energy Services, LLC	Utility Expense	(3,372.49)	
5688	North Fort Bend Water Authority	Pumpage Fees	(32,891.65)	
5690	CDC Unlimited, LLC	VOID: Water Well #1 Repair	0.00	
5695	Jacobs Engineering Group, Inc.	Reissue Check #5682 - Engineering Fees	(35,912.43)	
5696	Calvin Casher	Fees of Office - 1/21/21	(138.52)	
5697	Erasto Vallejo	Fees of Office - 1/21/21	(138.52)	
5698	Paul Hamilton	Fees of Office - 1/21/21	(138.52)	
5699	Rosa Linda Medina	Fees of Office - 1/21/21	(113.52)	
5700	Paul Hamilton	Fees of Office - WWTP Report	(138.53)	
5701	Gregory Fleck	January Tax Assessor Fees	(277.05)	
5702	Justin Jelinek	Deposit Refund	(203.81)	
5703	Ma R. Maldonado	Deposit Refund	(74.81)	
5704	Association of Water Board Directors	2021 AWBD Mid Winter Conference Registration	(410.00)	
5705	C & C Water Services, LLC	Water Well #1 Repair	(96,729.00)	
5706	CDC Unlimited, LLC	Mowing Expense	(150.00)	
5707	City of Arcola	Purchase Sewer Services	(14,493.29)	
5708	DXI Industries, Inc.	Chemical Expense	(138.96)	
5709	Envirodyne Laboratories, Inc	Laboratory Fees	(80.00)	
5710	Environmental Development Partners	Maintenance & Operations	(43,637.02)	
5711	Geotest Engineering, Inc.	Fresno Gardens N. WW Plumbing Project	(2,828.20)	
5712	Jacobs Engineering Group, Inc.	Engineering Fees	(38,229.52)	
5713	Municipal Accounts & Consulting, LP	Bookkeeping Fees	(3,711.82)	
5714	Sanford Kuhl Hagan Kugle Parker Kahn LLP	Legal Fees	(13,181.70)	
5715	T Construction, LLC	PE #2 - Fresno Gardens N. Sub WW Plumbing Pr	(77,931.90)	
5716	Hudson Energy Services, LLC	Utility Expense	0.00	
5717	North Fort Bend Water Authority	Pumpage Fees	(47,044.50)	
5718	United States Treasury	4th Quarter Payroll Taxes	(792.58)	
5719	AT&T Mobility - #0808	IPad Expense	0.00	
5720	AT&T Mobility - #9958	Wireless Internet Expense	0.00	
ACH	Frontier Communications	Telephone Expense	(132.47)	
Svc Chg	BBVA USA	Bank Service Charge	(18.00)	
<b>Total Disbursements</b>				<b>(412,908.81)</b>
<b>BALANCE AS OF 01/21/2021</b>				<b>\$7,111.35</b>

Fort Bend County FWSD No. 1 - GOF  
**Cash Flow Report - Lockbox Account**  
 As of January 21, 2021

Num	Name	Memo	Amount	Balance
<b>BALANCE AS OF 12/18/2020</b>				<b>\$3,764.71</b>
<b>Receipts</b>				
	Interest Earned on Lockbox Checking		0.72	
	Accounts Receivable		101,131.28	
	Accounts Receivable		42,324.00	
<b>Total Receipts</b>			<u>143,456.00</u>	143,456.00
<b>Disbursements</b>				
Rtn Chk	Fort Bend County FWSD No 1	Returned Check	(147.00)	
Wire	Fort Bend County FWSD No 1	Wire Transfer to Checking	(123,452.75)	
<b>Total Disbursements</b>			<u>(123,599.75)</u>	(123,599.75)
<b>BALANCE AS OF 01/21/2021</b>				<b><u><u>\$23,620.96</u></u></b>

Fort Bend County FWSD No. 1 - CPF  
**Cash Flow Report - Checking Account**  
 As of January 21, 2021

Num	Name	Memo	Amount	Balance
<b>BALANCE AS OF 12/18/2020</b>				<b>\$100.00</b>
<b>Receipts</b>				
	Interest Earned on Checking		0.24	
	Wire Transfer from DFund Money Market		3,259.67	
<b>Total Receipts</b>			<u>3,259.67</u>	3,259.91
<b>Disbursements</b>				
5030	Jacobs Engineering Group, Inc.	TWDB WP No. 2 Engineering Fees	(3,259.67)	
Svc Chg	BBVA USA	Bank Service Charge	(0.24)	
<b>Total Disbursements</b>			<u>(3,259.91)</u>	<u>(3,259.91)</u>
<b>BALANCE AS OF 01/21/2021</b>				<b>\$100.00</b>

## Account Balances

As of January 21, 2021

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Operating</b>					
<b>Certificates of Deposit</b>					
FRONTIER BANK (XXXX2246)	01/24/2020	01/23/2021	1.90 %	240,000.00	
LONE STAR BANK (XXXX2413)	02/25/2020	02/24/2021	1.98 %	240,000.00	
ALLEGIANCE BANK (XXXX0783)	04/29/2020	04/29/2021	0.85 %	240,000.00	
PIONEER BANK (XXXX2548)	05/28/2020	05/28/2021	0.99 %	240,000.00	
THIRD COAST BANK, SSB (XXXX6605)	05/30/2020	05/30/2021	0.75 %	240,000.00	
SOUTH STAR BANK (XXXX0172)	07/01/2020	06/30/2021	0.50 %	240,000.00	
TEXAS REGIONAL BANK (XXXX0879)	07/31/2020	07/31/2021	0.55 %	240,000.00	
SPIRIT OF TEXAS BANK (XXXX6670)	09/29/2020	09/29/2021	0.55 %	240,000.00	
BANCORPSOUTH (XXXX5280)	10/30/2020	10/30/2021	0.70 %	240,000.00	
PLAINS STATE BANK (XXXX1329)	11/24/2020	11/24/2021	0.35 %	240,000.00	
WALLIS BANK (XXXX0319)	11/24/2020	11/24/2021	0.40 %	240,000.00	
VERITEX COMMUNITY BANK (XXXX0266)	11/25/2020	11/25/2021	0.40 %	240,000.00	
TEXAS FIRST BANK (XXXX7767)	12/22/2020	12/22/2021	0.35 %	240,000.00	
INDEPENDENT BANK (XXXX1575)	12/29/2020	12/30/2021	0.35 %	240,000.00	
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0002)	03/17/2020		0.13 %	2,639,395.82	
<b>Checking Account(s)</b>					
BBVA USA-CHECKING (XXXX3071)			0.10 %	23,620.96	Lockbox
BBVA USA-CHECKING (XXXX0647)			0.10 %	7,111.35	Checking Account
<b>Totals for Operating Fund:</b>				<b>\$6,030,128.13</b>	
<b>Fund: Capital Projects</b>					
<b>Money Market Funds</b>					
BOK Financial (XXXX01-1)	12/31/2017		0.88 %	2,085,408.99	SR 2015 - DFund
TEXAS CLASS (XXXX0001)	03/17/2020		0.13 %	77,279.57	Dfund Surplus
<b>Checking Account(s)</b>					
BBVA USA-CHECKING (XXXX4829)			0.10 %	100.00	Checking Account
<b>Totals for Capital Projects Fund:</b>				<b>\$2,162,788.56</b>	
<b>Fund: Debt Service</b>					
<b>Certificates of Deposit</b>					
THIRD COAST BANK-DEBT (XXXX6589)	01/23/2020	01/22/2021	1.80 %	240,000.00	
COMMUNITY BANK OF TX-DEBT (XXXX3362)	02/27/2020	02/26/2021	1.75 %	240,000.00	
INDEPENDENT BANK-DEBT (XXXX0365)	02/27/2020	02/26/2021	1.65 %	240,000.00	
SOUTH STAR BANK-DEBT (XXXX0134)	02/27/2020	02/27/2021	1.75 %	240,000.00	
CENTRAL BANK - DEBT (XXXX1000)	02/28/2020	02/27/2021	1.60 %	240,000.00	
FRONTIER BANK - DEBT (XXXX2126)	08/04/2020	08/04/2021	0.75 %	240,000.00	
BANCORPSOUTH - DEBT (XXXX9227)	08/05/2020	08/05/2021	0.70 %	240,000.00	
<b>Money Market Funds</b>					
BBVA USA-DEBT (XXXX5145)	12/31/2017		0.10 %	5,590.49	Tax

**Account Balances**

As of January 21, 2021

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Debt Service</b>					
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0004)	04/09/2020		0.13 %	771,854.52	
<b>Totals for Debt Service Fund:</b>				<b>\$2,457,445.01</b>	
<b>Grand total for Fort Bend County Fresh Water Supply District No. 1:</b>				<b>\$10,650,361.70</b>	



# Fort Bend Fresh Water Supply District No. 1

## Capital Projects Fund Breakdown

1/21/2021

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### Net Proceeds for All Bond Issues

#### Receipts

Series 2015 - Dfund	\$2,495,655.26
Series 2015 - Interest Earnings	51,034.42
Series 2019 - Bond Proceeds	1,745,000.00
Series 2019 - Interest Earnings	-

#### Disbursements

Series 2015 - DFund Disbursements (Attached)	(383,901.12)
Series 2019 - Disbursements (Attached)	(74,121.39)

<b>Total Cash Balance</b>	<u><u>\$3,833,667.17</u></u>
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### Balances by Account

Checking - Compass (Series 2015)	\$100.00
Series 2015 - Dfund - BOK	2,085,408.99
Series 2015 - Dfund - Texas Class	77,279.57
Series 2019 - Held by Escrow Agent	1,670,878.61

<b>Total Cash Balance</b>	<u><u>\$3,833,667.17</u></u>
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### Balances by Bond Series

Series 2015 - Dfund	\$2,162,788.56
Series 2019 - Bond Proceeds - Held by Escrow Agent	1,670,878.61

<b>Total Cash Balance</b>	<u><u>\$3,833,667.17</u></u>
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### Remaining Costs & Surplus

Series 2015 Dfund - Remaining Costs	\$2,111,111.37
Series 2019 - Remaining Costs - Held by Escrow Agent	1,670,878.61

<b>Total Amount in Remaining Costs</b>	<u><u>\$3,781,989.98</u></u>
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Series 2015 DFund - Surplus & Interest	\$51,677.19
Series 2019 - Surplus & Interest	-

<b>Total Surplus &amp; Interest Balance</b>	<u><u>\$51,677.19</u></u>
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<b>Total Remaining Costs/Surplus</b>	<u><u>\$3,833,667.17</u></u>
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**Fort Bend Fresh Water Supply No. 1**  
**SERIES 2015 Dfund**  
**COST COMPARISON**

<u>CONSTRUCTION COSTS</u>	<u>USE OF PROCEEDS</u>	<u>ACTUAL COSTS</u>	<u>REMAINING COSTS</u>	<u>VARIANCE (OVER)/UNDER</u>
<b>A. Construction Items</b>				
1 Total Balance as of 09/30/2018		-	-	-
2 Water Plant No 2	\$1,979,022.01	-	\$1,979,022.01	-
3 Design Phase Engineering	271,500.00	271,500.00	-	-
4 Const Phase Engineering	48,000.00	21,110.64	26,889.36	-
5 Environmental Assessment	36,000.00	35,357.23	-	642.77
6 Construction Observation	81,500.00	-	81,500.00	-
7 Subsurface Utility Investigation	5,573.50	5,573.50	-	-
8 Surveying	32,060.00	23,360.00	8,700.00	-
9 Material Testing	15,000.00	-	15,000.00	-
10 GeoteclSeries 2015 - DFund Disburseme	10,500.00	10,500.00	-	-
11 Well Sitting Study	8,999.75	8,999.75	-	-
12 Potential Pollution Hazard Study	7,500.00	7,500.00	-	-
<b>TOTAL CONSTRUCTION COSTS</b>	<u>\$2,495,655.26</u>	<u>\$383,901.12</u>	<u>\$2,111,111.37</u>	<u>\$642.77</u>
<b>TOTAL</b>	<u>\$2,495,655.26</u>	<u>\$383,901.12</u>	<u>\$2,111,111.37</u>	<u>\$642.77</u>
			Interest Earned	\$51,034.42
			Total Surplus & Interest	\$51,677.19
			Total Remaining Costs, Surplus, & Interest	\$2,162,788.56

**Fort Bend County FWSD No. 1 - GOF**  
**Actual vs. Budget Comparison**

**November 2020**

		<u>November 2020</u>			<u>January 2020 - November 2020</u>			<u>Annual</u>
		<u>Actual</u>	<u>Budget</u>	<u>Over/(Under)</u>	<u>Actual</u>	<u>Budget</u>	<u>Over/(Under)</u>	<u>Budget</u>
<b>Revenues</b>								
14110	Water - Customer Service Revenue	53,135	35,000	18,135	523,342	470,000	53,342	500,000
14112	Regional Water Authority Fees	37,316	23,800	13,516	385,382	319,600	65,782	340,000
14140	Connection Fees	750	625	125	8,868	6,875	1,993	7,500
14150	Tap Connections	7,700	4,167	3,533	117,863	45,833	72,030	50,000
14160	Service Application Fees	0	250	(250)	1,000	2,750	(1,750)	3,000
14210	Sewer - Customer Service Fee	18,017	12,500	5,517	174,520	137,500	37,020	150,000
14220	Inspection Fees	650	1,000	(350)	8,777	11,000	(2,223)	12,000
14310	Penalties & Interest	3,668	2,167	1,502	22,421	23,833	(1,412)	26,000
14330	Miscellaneous Income	2,840	83	2,757	29,305	917	28,389	1,000
14340	Delinquent Tax Attorney Fees	2,340	1,667	673	37,688	18,333	19,355	20,000
14350	Maintenance Tax Collections	24,428	25,000	(572)	1,259,963	1,260,000	(37)	1,525,767
14351	Penalty & Interest on Tax	1,559	2,917	(1,358)	44,208	32,083	12,125	35,000
14365	Interest Earned on Checking	26	63	(37)	453	688	(235)	750
14370	Interest Earned on Temp. Invest	4,702	5,000	(298)	89,606	55,000	34,606	60,000
14410	Water Plant Operations COA	89,171	12,500	76,671	262,814	137,500	125,314	150,000
14420	Arcola Capital Recovery	5,000	5,000	0	55,000	55,000	0	60,000
<b>Total Revenues</b>		<b>251,302</b>	<b>131,738</b>	<b>119,564</b>	<b>3,021,211</b>	<b>2,576,912</b>	<b>444,298</b>	<b>2,941,017</b>
<b>Expenditures</b>								
16105	Operator Expense	7,038	8,333	(1,296)	77,769	91,667	(13,898)	100,000
16110	Tap Connection Expense	7,431	3,333	4,097	76,547	36,667	39,880	40,000
16130	Maintenance & Repairs	33,632	20,833	12,799	274,201	229,167	45,034	250,000
16140	Chemicals	246	500	(254)	1,849	5,500	(3,651)	6,000
16150	Laboratory Expense	480	750	(270)	4,797	8,250	(3,453)	9,000
16160	Utilities	1,910	4,167	(2,257)	31,171	45,833	(14,663)	50,000
16210	Inspection Expense	1,500	1,667	(167)	7,202	18,333	(11,131)	20,000
16234	Water Authority Pumpage-COA	11,068	9,583	1,485	89,755	105,417	(15,661)	115,000
16235	Water Authority Pumpage Fees	21,824	35,417	(13,593)	285,451	389,583	(104,132)	425,000
16236	Arcola WWTP Expenses	7,894	20,833	(12,940)	99,412	229,167	(129,755)	250,000
16320	Tax Assessor/Collector Fees	0	2,000	(2,000)	17,548	22,000	(4,452)	24,000
16330	Legal Fees	11,649	16,667	(5,018)	140,911	183,333	(42,423)	200,000
16340	Auditing Fees	0	0	0	21,000	25,000	(4,000)	25,000
16350	Engineering Fees	34,278	25,000	9,278	336,482	275,000	61,482	300,000
16360	Delinquent Tax Attorney Expense	2,340	1,667	673	37,688	18,333	19,355	20,000
16370	Election Expense	470	0	470	9,856	8,000	1,856	8,000
16380	Permit Expense	1,450	6,000	(4,550)	1,450	6,000	(4,550)	6,000
16390	Telephone Expense	366	150	216	2,358	1,650	708	1,800
16410	Sales Tax Tracking	0	1,500	(1,500)	1,500	16,500	(15,000)	18,000
16430	Bookkeeping Fees	2,850	3,333	(483)	36,756	36,667	89	40,000
16455	SB 622 Publications	0	167	(167)	428	1,833	(1,405)	2,000
16460	Printing & Office Supplies	574	2,083	(1,509)	10,688	22,917	(12,229)	25,000
16480	Delivery Expense	132	125	7	716	1,375	(659)	1,500
16490	Website Services	0	167	(167)	1,603	1,833	(230)	2,000
16495	Dues & Subscriptions	675	58	617	675	642	33	700
16520	Postage	717	667	50	7,736	7,333	403	8,000
16530	Insurance & Surety Bond	11,492	12,000	(508)	11,492	12,000	(508)	12,000
16540	Travel Expense	0	417	(417)	177	4,583	(4,407)	5,000
16560	Miscellaneous Expense	3,317	542	2,775	17,417	5,958	11,458	6,500
16580	Bank Service Charge	58	200	(142)	654	2,200	(1,546)	2,400
16590	Seminar Expense	0	292	(292)	0	3,208	(3,208)	3,500
16600	Payroll Expenses	1,650	1,142	508	11,400	12,558	(1,158)	13,700

**Fort Bend County FWSD No. 1 - GOF**  
**Actual vs. Budget Comparison**

November 2020

	November 2020			January 2020 - November 2020			Annual Budget
	Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	
<b>Expenditures</b>							
16620 Payroll Tax Expense	126	104	22	872	1,146	(274)	1,250
<b>Total Expenditures</b>	<u>165,165</u>	<u>179,696</u>	<u>(14,531)</u>	<u>1,617,561</u>	<u>1,829,654</u>	<u>(212,093)</u>	<u>1,991,350</u>
<b>Other Revenues</b>							
15000 Prior Year Surplus	0	0	0	0	0	0	1,430,703
<b>Total Other Revenues</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,430,703</u>
<b>Other Expenditures</b>							
16630 Transfer to CPF	0	0	0	250,640	250,370	270	250,370
16750 Capital Outlay	96,729	76,000	20,729	207,509	207,200	309	250,000
16751 Cap Outlay - Fresno Garden WWCS	0	0	0	1,822,405	1,824,200	(1,795)	1,830,000
16752 Cap Out - Fresno Ranchos Proj	1,635	1,600	35	48,072	48,000	72	50,000
16753 Cap Out - Fresno Grdn WW Plumb	1,596	0	1,596	93,262	0	93,262	0
<b>Total Other Expenditures</b>	<u>99,960</u>	<u>77,600</u>	<u>22,360</u>	<u>2,421,888</u>	<u>2,329,770</u>	<u>92,118</u>	<u>2,380,370</u>
<b>Excess Revenues (Expenditures)</b>	<u><u>(\$13,823)</u></u>	<u><u>(\$125,558)</u></u>	<u><u>\$111,735</u></u>	<u><u>(\$1,018,239)</u></u>	<u><u>(\$1,582,512)</u></u>	<u><u>\$564,273</u></u>	<u><u>\$0</u></u>

**Balance Sheet**

As of November 30, 2020

Nov 30, 20

**ASSETS**

## Current Assets

## Checking/Savings

11100 · Cash in Bank

109,314

11110 · Lockbox

3,765

Total Checking/Savings

113,078

## Other Current Assets

11300 · Time Deposits

5,934,235

11500 · Accounts Receivable

274,159

11510 · A/R - Arcola Water

103,299

11515 · A/R Arcola - Capital Recovery

10,000

11520 · Maintenance Tax Receivable

1,970,635

11580 · Accrued Interest

36,738

11730 · Due From DSF

25,987

Total Other Current Assets

8,355,053

Total Current Assets

8,468,131

**TOTAL ASSETS**

8,468,131

**LIABILITIES & EQUITY**

## Liabilities

## Current Liabilities

## Accounts Payable

12000 · Accounts Payable

338,717

Total Accounts Payable

338,717

## Other Current Liabilities

12100 · Payroll Liabilities

607

12610 · Customer Meter Deposits

106,523

12630 · Retainage Payable

8,988

12730 · Due To COA-Sewer Collections

6,656

12770 · Unclaimed Property

465

12780 · Deferred Inflows Property Taxes

2,275,763

Total Other Current Liabilities

2,399,001

Total Current Liabilities

2,737,718

Total Liabilities

2,737,718

## Equity

13010 · Unassigned Fund Balance

6,748,652

Net Income

(1,018,239)

Total Equity

5,730,413

**TOTAL LIABILITIES & EQUITY**

8,468,131

**District Debt Service Payments**

12/01/2020 - 12/31/2021

<b>Paying Agent</b>	<b>Series</b>	<b>Date Due</b>	<b>Date Paid</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Due</b>
<b>Debt Service Payment Due 02/15/2021</b>						
Wells Fargo Bank, NA	2006A - WS&D	02/15/2021		0.00	38,672.50	38,672.50
Wells Fargo Bank, NA	2008 - WS&D	02/15/2021		0.00	5,186.50	5,186.50
Wells Fargo Bank, NA	2010 - WS&D	02/15/2021		0.00	5,458.75	5,458.75
Amegy Bank of Texas	2015 - WS&D	02/15/2021		0.00	132,063.50	132,063.50
Amegy Bank of Texas	2016 - Refunding	02/15/2021		0.00	60,150.00	60,150.00
Amegy Bank of Texas	2017 - Refunding	02/15/2021		0.00	106,100.00	106,100.00
Bank of New York	2019 - WS&D	02/15/2021		0.00	31,202.50	31,202.50
Amegy Bank of Texas	2020 - Refunding	02/15/2021		0.00	69,156.25	69,156.25
			<b>Total Due 02/15/2021</b>	<b>0.00</b>	<b>447,990.00</b>	<b>447,990.00</b>
<b>Debt Service Payment Due 08/15/2021</b>						
Wells Fargo Bank, NA	2006A - WS&D	08/15/2021		370,000.00	38,672.50	408,672.50
Wells Fargo Bank, NA	2008 - WS&D	08/15/2021		230,000.00	5,186.50	235,186.50
Wells Fargo Bank, NA	2010 - WS&D	08/15/2021		145,000.00	5,458.75	150,458.75
Wells Fargo Bank, NA	2010A - WS&D	08/15/2021		30,000.00	0.00	30,000.00
Amegy Bank of Texas	2015 - WS&D	08/15/2021		190,000.00	132,063.50	322,063.50
Amegy Bank of Texas	2016 - Refunding	08/15/2021		180,000.00	60,150.00	240,150.00
Amegy Bank of Texas	2017 - Refunding	08/15/2021		10,000.00	106,100.00	116,100.00
Bank of New York	2019 - WS&D	08/15/2021		40,000.00	31,202.50	71,202.50
Amegy Bank of Texas	2020 - Refunding	08/15/2021		40,000.00	69,156.25	109,156.25
			<b>Total Due 08/15/2021</b>	<b>1,235,000.00</b>	<b>447,990.00</b>	<b>1,682,990.00</b>
			<b>District Total</b>	<b>\$1,235,000.00</b>	<b>\$895,980.00</b>	<b>\$2,130,980.00</b>

**Fort Bend County Fresh Water Supply District No. 1**

**Summary of Money Market Funds**

12/18/2020 - 01/21/2021

**INTERNAL USE ONLY**

**Fund: Operating**

**Financial Institution: TEXAS CLASS**

**Account Number: TX-01-0857-0002    Date Opened: 03/17/2020    Current Interest Rate: 0.13%**

<u>Date</u>	<u>Description</u>	<u>Begin Balance</u>	<u>Cash Added</u>	<u>Cash Withdrawn</u>	<u>Int. Earned</u>	<u>End Balance</u>
12/18/2020		2,590,221.88				
12/22/2020	WT TO TEXFIRST CD XXXX7767			(240,000.00)		
12/30/2020	CBOT CDXXXX1033 INTEREST		4,787.30			
12/31/2020	Int				310.98	
01/21/2021	From DSF BBVA MM - Tax Xfer		354,075.66			
01/21/2021	To Checking			(70,000.00)		
<b>Totals for Account TX-01-0857-0002:</b>		<u>\$2,590,221.88</u>	<u>\$358,862.96</u>	<u>(\$310,000.00)</u>	<u>\$310.98</u>	<u>\$2,639,395.82</u>
<b>Totals for Operating Fund:</b>		<u>\$2,590,221.88</u>	<u>\$358,862.96</u>	<u>(\$310,000.00)</u>	<u>\$310.98</u>	<u>\$2,639,395.82</u>

**Methods Used For Reporting Market Values**

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing <sup>12</sup>
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

**Fort Bend County Fresh Water Supply District No. 1**

**Summary of Money Market Funds**

12/18/2020 - 01/21/2021

**INTERNAL USE ONLY**

**Fund: Capital Projects**

**Financial Institution: BOK Financial**

**Account Number: 82-0880-01-1 Date Opened: 12/31/2017 Current Interest Rate: 0.88%**

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
12/18/2020		2,085,391.87				
12/31/2020	Int				17.12	
<b>Totals for Account 82-0880-01-1:</b>		<b>\$2,085,391.87</b>			<b>\$17.12</b>	<b>\$2,085,408.99</b>

**Financial Institution: TEXAS CLASS**

**Account Number: TX-01-0857-0001 Date Opened: 03/17/2020 Current Interest Rate: 0.13%**

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
12/18/2020		80,529.58				
12/31/2020	Int				9.66	
01/21/2021	To Checking			(3,259.67)		
<b>Totals for Account TX-01-0857-0001:</b>		<b>\$80,529.58</b>		<b>(\$3,259.67)</b>	<b>\$9.66</b>	<b>\$77,279.57</b>
<b>Totals for Capital Projects Fund:</b>		<b>\$2,165,921.45</b>		<b>(\$3,259.67)</b>	<b>\$26.78</b>	<b>\$2,162,688.56</b>

**Methods Used For Reporting Market Values**

Certificates of Deposits: Face Value Plus Accrued Interest  
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing  
 Public Fund Investment Pool/MM Accounts: Balance = Book Value = Current Market



**Fort Bend County Fresh Water Supply District No. 1**

**Summary of Money Market Funds**

12/18/2020 - 01/21/2021

**INTERNAL USE ONLY**

**Fund: Debt Service**

**Financial Institution: BBVA USA-DEBT**

**Account Number: 6711045145 Date Opened: 12/31/2017 Current Interest Rate: 0.10%**

<u>Date</u>	<u>Description</u>	<u>Begin Balance</u>	<u>Cash Added</u>	<u>Cash Withdrawn</u>	<u>Int. Earned</u>	<u>End Balance</u>
12/18/2020		187,887.00				
12/31/2020	Int				14.03	
12/31/2020	Service Charge			(14.03)		
12/31/2020	Tax Collections 12/20		464,831.82			
12/31/2020	Tax Collections 12/20 - DIT		396,947.33			
01/21/2021	Xfer to GOF - 12/20 Tax			(354,075.66)		
01/21/2021	To DSF TX CL MM			(690,000.00)		
<b>Totals for Account 6711045145:</b>		<u>\$187,887.00</u>	<u>\$861,779.15</u>	<u>(\$1,044,089.69)</u>	<u>\$14.03</u>	<u>\$5,590.49</u>

**Financial Institution: TEXAS CLASS**

**Account Number: TX-01-0857-0004 Date Opened: 04/09/2020 Current Interest Rate: 0.13%**

<u>Date</u>	<u>Description</u>	<u>Begin Balance</u>	<u>Cash Added</u>	<u>Cash Withdrawn</u>	<u>Int. Earned</u>	<u>End Balance</u>
12/18/2020		81,844.85				
12/31/2020	Int				9.67	
01/21/2021	From DSF BBVA MM		690,000.00			
<b>Totals for Account TX-01-0857-0004:</b>		<u>\$81,844.85</u>	<u>\$690,000.00</u>		<u>\$9.67</u>	<u>\$771,854.52</u>
<b>Totals for Debt Service Fund:</b>		<u>\$269,731.85</u>	<u>\$1,551,779.15</u>	<u>(\$1,044,089.69)</u>	<u>\$23.70</u>	<u>\$777,445.01</u>

**Methods Used For Reporting Market Values**

Certificates of Deposits: Face Value Plus Accrued Interest  
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing  
 Public Fund Investment Pool/MM Accounts: Balance = Book Value = Current Market

**Fort Bend County Fresh Water Supply District No. 1**  
**Cash Flow Forecast**

	<u>Dec-21</u>	<u>Dec-22</u>	<u>Dec-23</u>	<u>Dec-24</u>	<u>Dec-25</u>
Assessed Value	\$412,931,570	\$412,931,570	\$412,931,570	\$412,931,570	\$412,931,570
Maintenance Tax Rate	\$0.41	\$0.41	\$0.41	\$0.41	\$0.41
Maintenance Tax	\$1,659,159	\$1,659,159	\$1,659,159	\$1,659,159	\$1,659,159
% Change in Water Rate	3.00%	3.00%	3.00%	3.00%	3.00%
% Change in Sewer Rate	3.00%	3.00%	3.00%	3.00%	3.00%
% Change in NFBWA	10.00%	10.00%	10.00%	10.00%	10.00%
% Change in Expenses	5.00%	5.00%	5.00%	5.00%	5.00%
<b>Beginning Cash Balance</b>	<b>\$5,764,938</b>	<b>\$6,920,483</b>	<b>\$6,034,254</b>	<b>\$7,621,387</b>	<b>\$9,196,260</b>
<b><u>Revenues</u></b>					
Maintenance Tax	\$1,659,159	\$1,659,159	\$1,659,159	\$1,659,159	\$1,659,159
Water Revenue	567,984	585,024	602,574	620,651	639,271
Sewer Revenue	176,349	181,639	187,089	192,701	198,482
NFBWA Revenue	426,135	468,749	515,623	567,186	623,904
Additional Revenue	548,451	575,873	604,667	634,901	666,646
	<u>\$3,378,078</u>	<u>\$3,470,444</u>	<u>\$3,569,112</u>	<u>\$3,674,598</u>	<u>\$3,787,462</u>
<b><u>Expenses</u></b>					
NFBWA Expense	\$349,516	\$384,468	\$422,914	\$465,206	\$511,726
Other Expenses	1,368,767	1,437,205	1,509,066	1,584,519	1,663,745
	<u>\$1,718,283</u>	<u>\$1,821,673</u>	<u>\$1,931,980</u>	<u>\$2,049,725</u>	<u>\$2,175,471</u>
<b>Net Surplus</b>	<b>\$1,659,795</b>	<b>\$1,648,771</b>	<b>\$1,637,132</b>	<b>\$1,624,873</b>	<b>\$1,611,991</b>
<b><u>Other Revenues/Expenses</u></b>					
Transfer to CPF	\$0	\$0	\$0	\$0	\$0
Capital Outlay	50,000	50,000	50,000	50,000	50,000
Fresno Gardens WW Collection System	0	0	0	0	0
Fresno Gardens N. Sub WW Plumbing	220,000	0	0	0	0
Gateway Acres Sub. WW Collection System	80,000	0	0	0	0
Gateway Acres Sub. WW Plumbing	0	1,000,000	0	0	0
Fresno Ranchos Sub WW LS & FM	85,000	0	0	0	0
FN 521 WL Adjustment	0	800,000	0	0	0
Payment to COA for 500 ESFC in FW WP #1	0	635,000	0	0	0
WP #1 Rehab Work	49,250	0	0	0	0
Addtn of 3rd LP @ Tellevue Terrace LS	20,000	0	0	0	0
Emergency Interconnect w/ BC MUD 21	0	50,000	0	0	0
	<u>\$504,250</u>	<u>\$2,535,000</u>	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$50,000</u>
<b>Ending Cash Balance</b>	<u><u>\$6,920,483</u></u>	<u><u>\$6,034,254</u></u>	<u><u>\$7,621,387</u></u>	<u><u>\$9,196,260</u></u>	<u><u>\$10,758,251</u></u>
Operating Reserve % of Exp <i>(Ideal is at least 100%)</i>	402.76%	331.25%	394.49%	448.66%	494.53%

# Fort Bend County Fresh Water Supply District No. 1

## 2021 AWBD Mid-Winter Conference Friday, January 29 - Saturday, January 30, 2021 JW Marriott - Austin, TX

\*\*\* VIRTUAL CONFERENCE ONLY \*\*\*

DIRECTOR		CONFERENCE REGISTRATION		ADVANCE	PRIOR CONFERENCE EXPENSES
Name	Attending	Online	Paid	Paid	Paid
Calvin Casher	Yes	Yes	Yes		Yes
Gregory Fleck					NA
Paul Hamilton					NA
Rosa Linda Medina	Yes	Yes	Yes		Yes
Rodrigo Carreon					NA

Note: Register on-line [www.awbd-tx.org](http://www.awbd-tx.org) (For log in assistance, contact Taylor Cavnar: [tcavnar@awbd-tx.org](mailto:tcavnar@awbd-tx.org))

This page only confirms registration for the conference, not hotel registrations.

All hotel reservations are the sole responsibility of each attendee.

Your conference registration confirmation will contain a housing reservation request web link.

The link will require the registration number from your conference registration before you can reserve a room.

All requests for an advance of funds must be sent via email to the bookkeeper within 30 days of conference.

#### VIRTUAL REGISTRATION DATES:

Regular Registration:	Begins	10/01/20	\$230
Late Registration:	Begins	12/17/20	\$330

#### CANCELLATION POLICY:

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 12/16/2020.

There will be no refunds after 12/16/2020.

All registrations are non-transferable.

#### HOUSING INFORMATION:

Hotel reservations are only available to attendees who are registered with AWBD-TX for the Conference.

If you have questions, please call Taylor Cavnar or Sara Albright at (281) 350-7090.

Percent	TAX YEAR 2020			TAX YEAR 2019			GRAND DSF	TOTAL MAINT	TOTAL
	DSF 0.5900	M&O 0.4100	TOTAL 2020	DSF 0.5700	M&O 0.4300	TOTAL 2019			
PRIOR YEARS									
COLLECTIONS:									
Jan 2020									
TAXES	-	-	-	1,113,546.20	840,043.63	1,953,589.83	1,123,086.03	849,555.47	1,972,641.50
PENALTY	-	-	-	-	-	-	2,799.30	2,774.29	5,573.59
							1,125,885.33	852,329.76	1,978,215.09
Feb 2020									
TAXES	-	-	-	171,078.47	129,059.19	300,137.66	242,258.52	172,588.75	414,847.27
PENALTY	-	-	-	5,398.66	4,072.68	9,471.34	10,493.97	7,081.69	17,575.66
							252,752.49	179,670.44	432,422.93
Mar 2020									
TAXES	-	-	-	53,318.92	40,223.05	93,541.97	59,098.13	45,999.99	105,098.12
PENALTY	-	-	-	4,124.00	3,111.09	7,235.09	5,836.30	4,819.85	10,656.15
							64,934.43	50,819.84	115,754.27
Apr 2020									
TAXES	-	-	-	23,142.33	17,458.25	40,600.58	24,996.45	19,310.09	44,306.54
PENALTY	-	-	-	2,061.03	1,554.81	3,615.84	2,580.77	2,070.96	4,651.73
							27,577.22	21,381.05	48,958.27
May 2020									
TAXES	-	-	-	61,377.10	46,302.03	107,679.13	66,716.74	51,612.05	118,328.79
PENALTY	-	-	-	7,046.37	5,315.69	12,362.06	8,879.91	7,121.52	16,001.43
							75,596.65	58,733.57	134,330.22
Jun 2020									
TAXES	-	-	-	41,529.13	31,329.00	72,858.13	46,332.43	36,117.65	82,450.08
PENALTY	-	-	-	5,613.96	4,235.10	9,849.06	7,028.25	5,633.83	12,662.08
							53,360.68	41,751.48	95,112.16
Jul 2020									
TAXES	-	-	-	28,899.17	21,801.12	50,700.29	33,571.53	25,918.58	59,490.11
PENALTY	-	-	-	4,091.41	3,086.50	7,177.91	6,719.68	5,313.15	12,032.83
							40,291.21	31,231.73	71,522.94
Aug 2020									
TAXES	-	-	-	14,721.25	11,105.51	25,826.76	18,148.91	14,501.14	32,650.05
PENALTY	-	-	-	2,438.12	1,839.29	4,277.41	3,698.85	3,062.08	6,760.93
							21,847.76	17,563.22	39,410.98
Sep 2020									
TAXES	-	-	-	8,594.18	6,483.33	15,077.50	10,239.38	8,115.12	18,354.50
PENALTY	-	-	-	1,651.84	1,246.13	2,897.97	2,194.71	1,776.67	3,971.38
							12,434.09	9,891.79	22,325.88
Oct 2020									
TAXES	-	-	-	11,495.97	8,672.39	20,168.36	14,645.33	11,816.39	26,461.72
PENALTY	-	-	-	2,315.44	1,746.73	4,062.17	3,570.52	2,995.39	6,565.91
							18,215.85	14,811.78	33,027.63
Nov 2020									
TAXES	26,871.27	18,673.26	45,544.53	4,644.09	3,503.44	8,147.53	33,794.01	24,427.60	58,221.61
PENALTY	-	-	-	984.04	742.34	1,726.38	1,830.15	1,559.05	3,389.20
							35,624.16	25,986.65	61,610.81
Dec 2020									
TAXES	499,561.17	364,086.96	863,648.13	3,772.74	2,846.11	6,618.85	505,716.84	352,354.10	858,070.94
PENALTY	-	-	-	958.97	723.44	1,682.41	1,986.64	1,721.57	3,708.21
							507,703.49	354,075.66	861,779.15
TOTALS	526,432.44	382,760.22	892,258.38	1,572,803.41	1,186,500.82	2,759,304.23	2,236,223.36	1,658,246.97	3,894,470.33
TAXES	526,432.44	382,760.22	892,258.38	1,536,119.56	1,158,827.03	2,694,946.59	2,178,604.31	1,612,316.92	3,790,921.23
PENALTY	-	-	-	36,683.85	27,673.79	64,357.64	57,619.06	45,930.04	103,549.10
Totals	526,432.44	382,760.22	892,258.38	1,572,803.41	1,186,500.82	2,759,304.23	2,236,223.36	1,658,246.97	3,894,470.33

TAX DUE @	DSF	M&O	TOTAL	DSF	M&O	TAX DUE	COLL %	CURRENT TAX DUE
<b>PRIOR YEARS</b>				194,784.27	144,297.79	339,082.06		2,315,996.33
<b>2019</b>	2,062,311.57	1,555,778.91	3,618,090.48	121,719.80	91,823.71	213,543.50	94.10%	1,625,599.16
<b>2020</b>	2,525,924.70	1,755,303.61	4,281,228.31	1,999,492.26	1,389,477.67	3,388,969.93	20.84%	3,941,595.49

Deferral Operating 2019	305,127.79
Deferral Debt 2019	404,472.61
Debt Collections CFY (Defer)	526,432.44
Operating Collections CFY (Defer)	382,760.22
Total DSF Collections	2,056,644.47
Total Op Collections	1,534,684.50
Total DSF Deferral	2,842,428.77
Total Op Deferral	2,008,359.38

Percent	TAX YEAR 2020			TAX YEAR 2019			GRAND DSF	TOTAL MAINT	TOTAL
	DSF 0.5900	M&O 0.4100	TOTAL 2020	DSF 0.5700	M&O 0.4300	TOTAL 2019			
PRIOR YEARS COLLECTIONS:									
Jan 2020									
TAXES	-	-	-	1,113,546.20	840,043.63	1,953,589.83	1,123,086.03	849,555.47	1,972,641.50
PENALTY	-	-	-	-	-	-	2,799.30	2,774.29	5,573.59
							1,125,885.33	852,329.76	1,978,215.09
Feb 2020									
TAXES	-	-	-	171,078.47	129,059.19	300,137.66	242,258.52	172,588.75	414,847.27
PENALTY	-	-	-	5,398.66	4,072.68	9,471.34	10,493.97	7,081.69	17,575.66
							252,752.49	179,670.44	432,422.93
Mar 2020									
TAXES	-	-	-	53,318.92	40,223.05	93,541.97	59,098.13	45,999.99	105,098.12
PENALTY	-	-	-	4,124.00	3,111.09	7,235.09	5,836.30	4,819.85	10,656.15
							64,934.43	50,819.84	115,754.27
Apr 2020									
TAXES	-	-	-	23,142.33	17,458.25	40,600.58	24,996.45	19,310.09	44,306.54
PENALTY	-	-	-	2,061.03	1,554.81	3,615.84	2,580.77	2,070.96	4,651.73
							27,577.22	21,381.05	48,958.27
May 2020									
TAXES	-	-	-	61,377.10	46,302.03	107,679.13	66,716.74	51,612.05	118,328.79
PENALTY	-	-	-	7,046.37	5,315.69	12,362.06	8,879.91	7,121.52	16,001.43
							75,596.65	58,733.57	134,330.22
Jun 2020									
TAXES	-	-	-	41,529.13	31,329.00	72,858.13	46,332.43	36,117.65	82,450.08
PENALTY	-	-	-	5,613.96	4,235.10	9,849.06	7,028.25	5,633.83	12,662.08
							53,360.68	41,751.48	95,112.16
Jul 2020									
TAXES	-	-	-	28,899.17	21,801.12	50,700.29	33,571.53	25,918.58	59,490.11
PENALTY	-	-	-	4,091.41	3,086.50	7,177.91	6,719.68	5,313.15	12,032.83
							40,291.21	31,231.73	71,522.94
Aug 2020									
TAXES	-	-	-	14,721.25	11,105.51	25,826.76	18,148.91	14,501.14	32,650.05
PENALTY	-	-	-	2,438.12	1,839.29	4,277.41	3,698.85	3,062.08	6,760.93
							21,847.76	17,563.22	39,410.98
Sep 2020									
TAXES	-	-	-	8,594.18	6,483.33	15,077.50	10,239.38	8,115.12	18,354.50
PENALTY	-	-	-	1,651.84	1,246.13	2,897.97	2,194.71	1,776.67	3,971.38
							12,434.09	9,891.79	22,325.88
Oct 2020									
TAXES	-	-	-	11,495.97	8,672.39	20,168.36	14,645.33	11,816.39	26,461.72
PENALTY	-	-	-	2,315.44	1,746.73	4,062.17	3,570.52	2,995.39	6,565.91
							18,215.85	14,811.78	33,027.63
Nov 2020									
TAXES	26,871.27	18,673.26	45,544.53	4,644.09	3,503.44	8,147.53	33,794.01	24,427.60	58,221.61
PENALTY	-	-	-	984.04	742.34	1,726.38	1,830.15	1,559.05	3,389.20
							35,624.16	25,986.65	61,610.81
Dec 2020									
TAXES	499,561.17	364,086.96	846,713.85	3,772.74	2,846.11	6,618.85	505,716.84	352,354.10	858,070.94
PENALTY	-	-	-	958.97	723.44	1,682.41	1,986.64	1,721.57	3,708.21
							507,703.49	354,075.66	861,779.15
TOTALS	526,432.44	382,760.22	892,258.38	1,572,803.41	1,186,500.82	2,759,304.23	2,236,223.36	1,658,246.97	3,894,470.33
TAXES	526,432.44	382,760.22	892,258.38	1,536,119.56	1,158,827.03	2,694,946.59	2,178,604.31	1,612,316.92	3,790,921.23
PENALTY	-	-	-	36,683.85	27,673.79	64,357.64	57,619.06	45,930.04	103,549.10
Totals	526,432.44	382,760.22	892,258.38	1,572,803.41	1,186,500.82	2,759,304.23	2,236,223.36	1,658,246.97	3,894,470.33

TAX DUE @	DSF	M&O	TOTAL	DSF	M&O	TAX DUE	COLL %	CURRENT TAX DUE
<b>PRIOR YEARS</b>				194,784.27	144,297.79	339,082.06		2,315,996.33
<b>2019</b>	2,062,311.57	1,555,778.91	3,618,090.48	121,719.80	91,823.71	213,543.50	94.10%	1,625,599.16
<b>2020</b>	2,525,924.70	1,755,303.61	4,281,228.31	1,999,492.26	1,389,477.67	3,388,969.93	20.84%	3,941,595.49

Deferral Operating 2019	305,127.79
Deferral Debt 2019	404,472.61
Debt Collections CFY (Defer)	526,432.44
Operating Collections CFY (Defer)	382,760.22
Total DSF Collections	2,056,644.47
Total Op Collections	1,534,684.50
Total DSF Deferral	2,842,428.77
Total Op Deferral	2,008,359.38



January 19, 2021

Board of Directors  
Fort Bend County Freshwater Supply District #1  
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP  
1980 Post Oak Boulevard, Suite 1380  
Houston, TX 77056

Re: Fort Bend County Freshwater Supply District #1 – January 2021 Board of Directors Meeting

Dear Board Members:

Following is the status report on Fort Bend County FWSD#1 No. 1 projects:

Agenda Item No. 4 – Engineer’s Report:

**(a) Report on status of projects:**

- i) Fresno Gardens North Subdivision Wastewater Plumbing Contract (currently 67 properties included)
  - Project is substantially complete...conducting final walkthrough of project this week and will provide final punchlist items for T Construction to address to complete field work...anticipate all field work being completed this month and final closeout paperwork presented to the Board at their February meeting
  - Request Board approval of Pay Application No. 2 from T Construction for construction of project for \$77,931.90
  - Request Board approval of Invoice No. 3 from Geotest for material testing services for \$2,828.20
- ii) Televue Terrace Subdivision Lift Station Upgrades
  - EDP currently in process of adding 3<sup>rd</sup> lift pump to lift station...EDP to provide status update in their report
  - Current lift station, with 2 pumps, is capable of conveying wastewater for 630 ESFCs...With addition of 3<sup>rd</sup> pump the lift station should be capable of conveying wastewater for over 800 ESFCs
- iii) Water Plant #1 Recoat Work (Recoat Internal Surface of HPTs and Floor of GST#1)
  - EDP is in process of isolating HPT#1 and GST#1 so recoating work can be performed for both of these tanks...it is anticipated that these tanks will be isolated this week so A&H Coating Services, LLC will be able to prepare and coat the surfaces of these tanks this week / next week
  - Anticipate work being completed by March of this year
- iv) Water Plant #2
  - Pre-construction meeting was conducted with B-5 Construction Co. on January 13<sup>th</sup> and the Notice-to-Proceed date (which starts contract time) was set for January 18<sup>th</sup>
  - Contractor currently working on issuance of construction submittals for review/approval...initial construction activities will consist of tree/vegetation clearing and earthwork needed to build up water plant site and install perimeter swale/drainage system...once initial earthwork is done, it is requested that EDP install a water tap with meter so Contractor will have water available for construction of water well
  - Anticipate construction being completed by mid-2022
  - District Est. Water Conn. Timeline (FBCFWSD#1 WP#1 Conn. Capacity = 1,750)
    - End of 2020 = 1,650
    - End of 2021 = 1,716
    - Mid 2022 = 1,750

- v) Gateway Acres Subdivision Wastewater Collection System
  - Jacobs currently in process of completing construction documents for project
  - The new District wastewater loan will need to be secured prior to starting construction of this project
- vi) Fresno Ranchos Subdivision Wastewater Lift Station and Force Main
  - Reference Gateway Acres Subdivision Wastewater Collection System status
- vii) Gateway Acres Subdivision Wastewater Plumbing Contract
  - townhall meetings will be conducted once the public wastewater lines for this area are under construction

**(b) Authorize Engineer to Prepare Plans and Specifications for Water/Wastewater Projects**

- no action items

**(c) Report on status of project funding and take necessary action related thereto.**

- Project One-Year Warranty Expiration Dates
  - Fresno Gardens N Sub WW Collection System...06/17/2021
- 2015 TWDB DFUND Loan...remaining funds will be used for the Water Plant No. 2 project
- 4<sup>th</sup> TWDB DFUND Loan (\$1.745M)...funds will be used to complete the Water Plant No. 2 project
- 2021 TCEQ Loan (estimated at \$10.45M) – loan will secure funds for the completion of a) Gateway Acres Sub WW Collection System project b) Fresno Ranchos Sub LS and FM project, and c) CoA WWTP Expansion project...Received estimated cost information from CoA regarding the WWTP Expansion project, which information is currently under review
- FBC CDBG Funds...will apply once Gateway Acres Subdivision WW Plumbing project is underway...applications for funds are typically received in March of each year

**(d) Projections for District Water and Wastewater Projects**

- request Board approval to update information every January and July

**(e) Discuss Emergency Preparedness Plan and take any necessary action related thereto**

- review EPP in April each year to determine if any updates are required

**(f) Status of Non-Residential Applications for Water Service –**

<b>Currently 43 Non-Residential Connections:</b>	
<b>4320 Doreen Avenue (Multi-Family Dwelling)</b>	<b>Interconnect with FBCMUD23</b>
<b>293 Teakwood Avenue (Multi-Family Dwelling)</b>	<b>La Fresno Food Mart</b>
<b>297 Teakwood Avenue (Multi-Family Dwelling)</b>	<b>Lou's Back Porch</b>
<b>Church of God of Prophecy</b>	<b>LT No Limits</b>
<b>Crossroad Market</b>	<b>Mustang Community Center</b>
<b>Dollar General</b>	<b>MVP Auto Parts (Domestic &amp; FW)</b>
<b>Enriguez Tire Shop (East Palm)</b>	<b>New Quality Life Ministries (Church)</b>
<b>FBC Water Connection at Water Plant</b>	<b>New Quality Life Ministries (Restaurant)</b>
<b>First Baptist Church of Fresno (Domestic &amp; FW)</b>	<b>Papa Nick's BBQ Kitchen – Mobile Food Truck</b>
<b>Fresno Market – FM521 (Domestic &amp; Irrigation)</b>	<b>PMC International Tire Shop</b>
<b>Fresno Motor</b>	<b>Richard Martini-Rental Livestock Pasture</b>
<b>Fresno Mount Corinth Baptist Church</b>	<b>Robbins Nest for Children (Domestic &amp; FW)</b>
<b>Fresno Volunteer Fire Department</b>	<b>St. James Knanaya Church – Fire Tap</b>
<b>F&amp;R Tax</b>	<b>Swingby#3 Gas Station (Domestic &amp; Irrigation)</b>
<b>Gulf Coast LP Gas Company</b>	<b>Televue Terrace Subdivision Lift Station</b>
<b>HEFCO Enterprises</b>	<b>Tiny Toes Academy</b>
<b>Iglesia Bautista Del Calvario Church</b>	<b>Tire Shop at 1739A Trammel Fresno</b>
<b>Iglesia Principe De Paz Church</b>	<b>Valero Gas Station</b>
<b>Interconnect with City of Arcola</b>	<b>Welcome Foods</b>

<b>Connections Pending</b>	
<b>Stop N' Grubb (Mobile Food Truck at 3502 Jan Street)</b>	
- EDP to provide update regarding connection...per EDP, tap letter provided to customer	
<b>St. Peters &amp; St. Pauls Orthodox Church of Houston (3114 Illinois St)</b>	
- EDP to provide update regarding connection...per EDP, tap letter provided to customer	

<b>Processing Application</b>	
<b>Quality Paint and Body (Pecan Street)</b>	
- application has been review by both the Engineer and District Operator...request Board approve application, which consists of providing this business with District water and wastewater service...after Board approval, District Operator will coordinate with customer regarding remaining steps in the process (tap letter, etc...)	
<b>General Office Space (514 Pecan Street)</b>	
- waiting for customer to provide plumber's info...discuss with Board information related to building and its classification	
<b>St. James Knanaya Church (Ave C)</b>	
- waiting for customer to provide plumber's info	



**Status of Non-Residential Applications for Wastewater Service –**

<b>Currently 9 Non-Residential Connections:</b>	
<b>4320 Doreen Avenue (Multi-Family Dwelling)</b>	<b>Fresno Volunteer Fire Department</b>
<b>293 Teakwood Avenue (Multi-Family Dwelling)</b>	<b>Mustang Comm Center (<i>minus field bathrooms</i>)</b>
<b>297 Teakwood Avenue (Multi-Family Dwelling)</b>	<b>New Quality Life Ministries (Church)</b>
<b>Church of God of Prophecy</b>	<b>New Quality Life Ministries (Restaurant)</b>
<b>First Baptist Church of Fresno</b>	

<b>Connections Pending</b>	

<b>Processing Application</b>	
<b>Quality Paint and Body (Pecan Street)</b>	
- application has been review by both the Engineer and District Operator...request Board approve application, which consists of providing this business with District water and wastewater service...after Board approval, District Operator will coordinate with customer regarding remaining steps in the process (tap letter, etc...)	
<b>General Office Space (514 Pecan Street)</b>	
- waiting for customer to provide plumber's info...discuss with Board information related to building and its classification	

- (g) Potential Emergency Water Interconnect with BCMUD21**
  - conducted phone conversation with LJA (Bill Ehler), engineer for BCMUD21, on December 2016 regarding potential emergency water interconnect between our districts
  - possible location for interconnect would be at east end of Renfro Burford Road
  - BCMUD21 would be interested in pursuing interconnect (50/50 cost split) once FBCFWSD#1 completes its 2<sup>nd</sup> Water Plant
  
- (h) Emergency Water Interconnect with Charleston MUD –** Waiting for CoA to provide status of project and to provide District record drawings once project has been constructed...DA to discuss any new updates on this matter resulting from letter sent to CoA
  
- (i) Status of New CoA WP –** CoA anticipates water plant being completed by mid-2022
  
- (j) Status of CoA WWTP Expansion Project (increasing capacity from 0.675 MGD to 0.95 MGD...the District would be receiving an additional 100,000 GPD through this expansion) –**  
 Per DA's conversation with Llarance Turner of CoA in December 2020, the construction package for this project should be completed 2/3Q of 2021 and construction of the project should start at the end of 2021 and be completed by the end of 2022...CoA still needs to provide the District a letter documenting all of this, as well as, what the District will owe for this expansion project (DA to provide update)
  
- (k) FM521 Roadway Widening Project –** 30% Utility Coordination meeting was conducted on November 12<sup>th</sup>...new roadway configuration within District will be a 4 lane, divided roadway with raised median, curb and gutter, with underground storm sewer lines, side swales, and sidewalk...it is anticipated that the roadway design plans will be completed in May 2021 and the project will be under construction in May 2023...Jacobs has updated proposed roadway plans to include District's existing water and wastewater utilities and will then determine potential conflicts

**(I) Potential Single Family Residential Development** – Contacted by Friendswood Development Company regarding potential 40 home development, within 11 acre tract, at southeast corner of District (end of Tulip St)

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

Sincerely - David C. Dybala, Jr., P.E. - District Engineer - 713-855-1917



Board of Directors  
 Fort Bend County F.W.S.D. No. 1

**Operator’s Report for the January 21, 2021 Board Meeting**

**Substantial System Repairs and Maintenance**

Distribution System	Installed 6 residential taps & meters 719 Maple St 302 Renfro Burford 735 Cedar St 3302 Indiana St 335 Broadmore Dr 738 Elm St	\$ 6,728.61
Water Plant	Replaced auto sensory controls & wiring	\$ 1,443.48
Water Plant	Repaired connections on hydrotank	\$ 5,575.94
Water Plant	Installed gaskets on HPT	\$ 1,352.75
Lift Station #1	Pulled and cleaned lift pumps	\$ 1,717.75
Lift Station #1	Bottom clean wet well	\$ 3,121.90
3615 Gettie St	Repaired leaking service line	\$ 1,221.27
4407 Tulip Ln	Replaced meter and raised meter and box	\$ 1,331.16

**1. Lift Station #1 New Lift Pump #3**

I was authorized at the November meeting to install a third lift pump at lift station #1. This install is in process. Delivery of the pump is delayed due to COVID. I expect this pump installed by March.

**2. Write-Off List**

Please see attached a current write-off list for your consideration and approval. These accounts are from April 2020 thru September 2020. There are 18 accounts totaling \$18,209.92. See page 2

**3. America’s Water Infrastructure Act of 2018 (AWIA)**

See the attached memorandum on this subject. See page 3

**4. Delinquent Accounts and Service Terminations**

Please see attached the list of customers that received delinquent letter by mail and are subject to disconnection of service.

**FORT BEND FWSD NO. 1  
WRITE OFF REPORT**

Through 09/30/2020

	Resident ID	Account Name	Service Address	Account Balance	Move Out Date	Owner/ Tenant
1	81190	EREBIA, ANGIE & GUADALUPE	704 MIMOSA ST	\$ 105.00	3/21/2018	O
2	80701	WRIGHT, SARAH	311 VIRGINIA DR	\$ 363.90	6/3/2020	T
3	80771	CALZADA, MARIA DEL PILAR	535 CYPRESS AVE	\$ 64.45	6/23/2020	O
4	81734	VALVERDE, RICHARD	3015 OHIO ST	\$ 303.47	6/29/2020	O
5	132516	MARTINEZ, CARLA	3703 LOLA ST	\$ 150.76	6/29/2020	T
6	122467	FARFAN, ALFONSO	3726 JAN ST	\$ 149.32	6/29/2020	T
7	80832	MAURICIO, CANDIE	214 CRESCENT DR	\$ 518.65	6/29/2020	T
8	80509	MEZA, LUIS	4618 B N TEAGUE	\$ 867.20	6/29/2020	T
9	80477	SMITH, DAVID	4314 BILLY LN	\$ 379.71	6/29/2020	
10	80837	MCCULLOUGH, WAYLON	231 BROADMORE	\$ 452.10	7/6/2020	T
11	147128	CARVAJAI, SANDRA	122 VIRGINIA DR	\$ 520.03	7/23/2020	T
12	140797	GARCIA, ANA LAURA	610 MAPLE AVE	\$ 38.17	7/29/2020	T
13	146498	LOPEZ, VICTOR	3719 LAVERNE ST	\$ 179.59	8/3/2020	T
14	80935	BORDEN, CAROL	619 E DALLAS RD	\$ 20.00	8/18/2020	O
15	119873	BRIZUELA, THOMAS	2931 MARYLAND DR	\$ 74.00	9/23/2020	O
16	144070	SUAREZ, FRANCISCO	639 CEDAR ST	\$ 118.40	9/29/2020	O
17	80973	KUYKENDALL, OSCAR E.	514 MARILYN ST	\$ 214.56	9/29/2020	O
18	122320	BASE CONSTRUCTION	3RD PARTY BACKCHARGE	\$ 13,690.61		

**\$ 18,209.92**

**Total without Base Construction is \$4,519.31**



## America’s Water Infrastructure Act of 2018 (AWIA)

### Fort Bend FWSD No 1

Complete and certify the Risk and Resilience Assessment and Emergency Response Plan. It is required for Districts with a population over 3,300.

### Who does what?

For both completing the documents or certifying the completion, either the engineer or the operator can take the lead and handle the request. Both Operator and Engineer will have input. There are no credential requirements, and the Assessment and ERP will involve answers from both.

### How much will this cost? (Operator costs only)

We propose typical charging per hour with a minimum charge of \$1,000. Answers provided to engineers will be charged per hour with a minimum charge of \$200. A minimum charge will help reimburse for EDP wide answers, training, and coordination.

### What if a district already has an ERP?

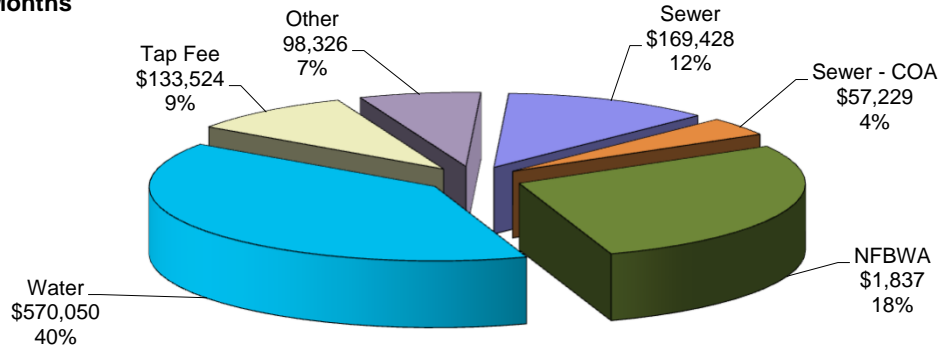
AWIA is intended as an update from a 2002 Bioterrorism Act. New risks are addressed, especially ones related to technology.

<b>Deadline</b>	<b>Task</b>	<b>Description</b>
6/30/2021	Risk and Resilience Assessment	E.P.A. form for self-assessment to evaluate vulnerabilities to threats from natural or malevolent acts; infrastructure and process resilience
6/30/2021	Certify Completion for Assessment	Each submission must include the utility name, date, and a statement that the utility has completed, reviewed, or revised the assessment
	Develop/Update Emergency Response Plan	Resources and actions for improving resilience and lessening the impact of issues
12/30/2021	Certify Update for ERP	Each submission must include the utility name, date, and a statement that the utility has completed, reviewed, or revised the assessment. ERP Deadline is 12/30/2021 or six months after the certification for the Risk & Resilience Assessment
2026	5-Year Cycle for Review and Recertify	Review, update, and recertification are due every five years

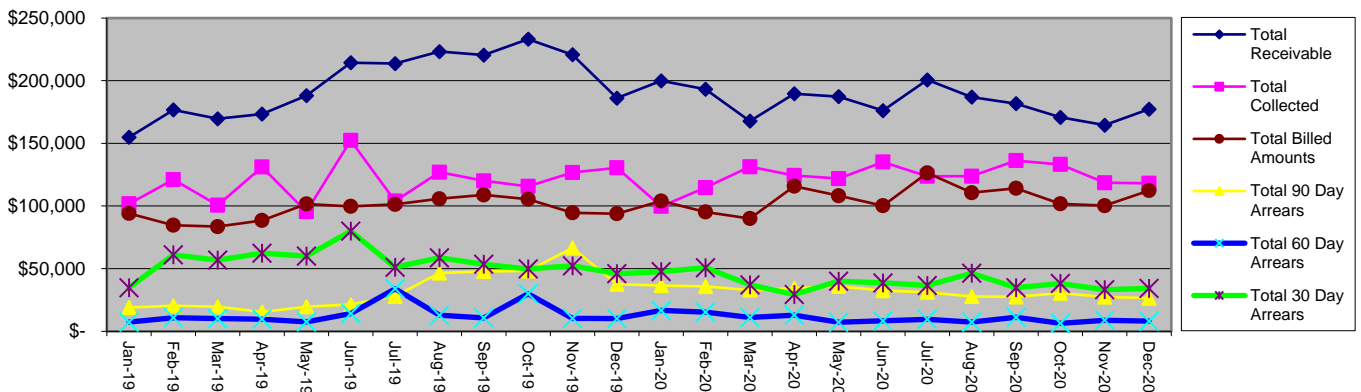
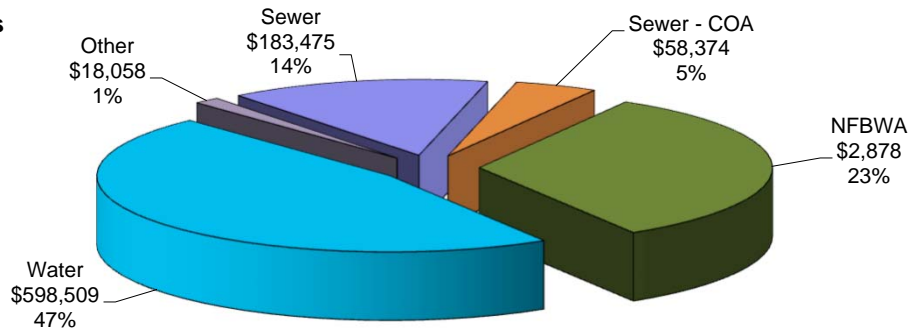
# Fort Bend FWSD No. 1 Utility Billing Summary

	December 13, 2020	November 13, 2020	12 Months
Total Collected	\$ (118,072.61)	\$ (118,526.55)	\$ (1,480,545.24)
Total Billed	\$ 112,378.24	\$ 100,257.99	\$ 1,278,987.38
Tap Fees Received	\$ (11,076.91)	\$ (7,407.55)	\$ (133,523.93)
Total Aged Receivable	\$ 64,878.20	\$ 64,284.67	
Total Receivable	\$ 173,028.12	\$ 159,782.49	
Security Deposit Balance	\$ 106,522.51	\$ 104,194.45	\$ 90,619.00
NFBWA Fee Billed	\$ 37,429.27	\$ 31,684.78	\$ 420,572.09
NFBWA Fee to pay billing cycle	\$ 41,652.75	\$ 876.90	\$ 422,258.95
Water Sold (gallons)	8,962,000	7,608,000	100,531,200
Water Produced (gallons)	10,545,000	222,000	106,901,000
Residential Connections	977	972	
Avg per Residential Connection	5,593	4,655	

## Collections, 12 Months



## Billing, 12 Months



# Fort Bend FWSD No. 1 Utility Billing Detail Report

	December 13, 2020	November 13, 2020	December 13, 2019
Beginning Date	11/19/20	10/21/20	11/15/19
Closing Date	12/18/20	11/18/20	12/18/19
No. of Days	29	28	28

Beginning Balance	\$ 159,782.49	\$ 165,463.72	\$ 215,141.00
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Adjustments			
Back Charge	\$ 248.00	\$ 140.63	\$ -
Collections	\$ 559.50	\$ 266.20	\$ -
Credit Refund	\$ 106.91	\$ 337.38	\$ 3,038.06
Deposits	\$ 3,250.00	\$ 1,294.10	\$ 5,027.00
Disconnection	\$ 650.00	\$ 450.00	\$ 350.00
Inseptions	\$ 600.00	\$ 675.00	\$ 1,275.00
Letter Fee	\$ 1,670.00	\$ 1,650.00	\$ 1,430.00
NFBWA	\$ 31.90	\$ -	\$ 7.74
NSF Fee	\$ 30.00	\$ 30.00	\$ 60.00
Penalty	\$ 3,702.60	\$ 2,664.98	\$ 2,731.91
Return Check	\$ 117.00	\$ 109.14	\$ 124.00
Sewer	\$ 35.25	\$ -	\$ -
Tap Fee	\$ 7,700.00	\$ 5,100.00	\$ 15,400.00
Transfer	\$ 400.00	\$ 175.00	\$ 475.00
Unapplied	\$ (131.16)	\$ (328.58)	\$ (27,086.61)
Voluntary Fire Dept	\$ -	\$ (343.42)	\$ (412.72)
Water	\$ 82.00	\$ -	\$ 42.00
Well Permit Fee	\$ -	\$ 1,300.00	\$ 1,200.00
Door Hanger Fee	\$ 690.00	\$ 90.00	\$ 470.00
<b>Total Adjustments</b>	<b>\$ 19,742.00</b>	<b>\$ 13,610.43</b>	<b>\$ 4,131.38</b>

Collected Amounts			
Collections	\$ (559.50)	\$ (266.20)	\$ -
Deposits	\$ (3,030.06)	\$ (1,850.08)	\$ (5,050.00)
Disconnection	\$ (481.51)	\$ (455.00)	\$ (354.65)
Door Hanger Fee	\$ (755.07)	\$ (591.00)	\$ (137.42)
Grease Trap Inspection	\$ (33.34)	\$ (50.01)	\$ (83.35)
Inspections	\$ (790.00)	\$ (710.00)	\$ (691.08)
NFBWA	\$ (30,483.04)	\$ (32,842.54)	\$ (32,068.29)
NSF Fee	\$ -	\$ -	\$ (60.00)
Penalty	\$ (2,653.98)	\$ (3,188.60)	\$ (4,094.46)
Sewer	\$ (14,799.82)	\$ (15,255.66)	\$ (14,610.07)
Sewer - COA	\$ (4,824.87)	\$ (4,755.36)	\$ (5,242.47)
Tap Fee	\$ (11,076.91)	\$ (7,407.55)	\$ (12,818.25)
Transfer	\$ (400.00)	\$ (175.00)	\$ (430.00)
Voluntary Fire Dept	\$ -	\$ (1,195.58)	\$ (1,055.28)
Water	\$ (44,131.60)	\$ (46,678.82)	\$ (50,175.80)
Well Permit Fee	\$ (1,000.00)	\$ (300.00)	\$ (424.62)
Letter Fee	\$ (1,614.14)	\$ (1,301.04)	\$ (804.39)
Meter Rental	\$ -	\$ -	\$ (120.00)
<b>Total Collected</b>	<b>\$ (116,633.84)</b>	<b>\$ (117,022.44)</b>	<b>\$ (128,220.13)</b>
Overpayments	\$ (1,438.77)	\$ (1,504.11)	\$ (2,293.09)
<b>Total Collected</b>	<b>\$ (118,072.61)</b>	<b>\$ (118,526.55)</b>	<b>\$ (130,513.22)</b>

Deposits Applied	\$ (802.00)	\$ (1,023.10)	\$ (2,456.00)
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Billed Amounts			
Meter Rental	\$ -	\$ -	\$ 240.00
NFBWA	\$ 37,429.27	\$ 31,684.78	\$ 28,095.81
Sewer	\$ 17,820.75	\$ 16,712.00	\$ 13,652.25
Sewer - COA	\$ 4,878.00	\$ 4,878.00	\$ 4,878.00
Voluntary Fire Dept	\$ -	\$ -	\$ 1,517.00
Water	\$ 52,200.21	\$ 46,933.20	\$ 45,374.31
Grease Trap Inspection	\$ 50.01	\$ 50.01	\$ 50.01
<b>Total Billed</b>	<b>\$ 112,378.24</b>	<b>\$ 100,257.99</b>	<b>\$ 93,807.38</b>

Aged Receivable			
Total 90 Day Arrears	\$ 26,475.16	\$ 27,390.45	\$ 37,604.61
Total 60 Day Arrears	\$ 8,088.85	\$ 8,779.54	\$ 10,134.74
Total 30 Day Arrears	\$ 34,269.00	\$ 33,154.66	\$ 45,936.30
Unapplied Credits	\$ (3,954.81)	\$ (5,039.98)	\$ (1,368.67)
Total Aged Receivable	\$ 64,878.20	\$ 64,284.67	\$ 92,306.98
Current Receivable	\$ 108,149.92	\$ 95,497.82	\$ 87,803.56
<b>Total Receivable</b>	<b>\$ 173,028.12</b>	<b>\$ 159,782.49</b>	<b>\$ 180,110.54</b>

### Electronic Payment Stats - Calendar Month

	Nov-20	Oct-20	Nov-19
Check Consolidation	66	60	148
Western Union	0	0	9
Credit Card	725	744	583
ACH	228	232	202
<b>Total</b>	<b>1019</b>	<b>1036</b>	<b>942</b>

# Fort Bend FWSD No. 1 Connection/Active Accounts

Connection Count	December 13, 2020	November 13, 2020	December 13, 2019
Residential Water Only	977	972	999
Vacant Residential Water Only	58	61	55
Residential- Full Service	483	480	393
Vacant Residential Full Service	13	14	16
Residential Water Only- Swer Coa	89	89	88
Vacant Residential COA	2	2	2
Fire Line Non - Profit/Tax	4	4	4
Multi-Family	3	3	3
Builder Connection	0	0	0
Builder- Full Service	0	0	0
Builder Deposit	10	10	10
Commercial - Water Only	18	18	16
Commercial- Full Service	0	0	0
3rd Party Backcharge	1	1	3
Com Mfg & Industrial	1	1	1
Com Mfg & Industrial- Full Service	0	0	0
Non-Profit - Fresno VFD	0	0	0
Commerical Irrigation	3	3	3
Ft Bend City- Water Only	1	1	1
Ft Bend Co- Full Service	2	2	1
Ft Bend Co- Water Only	0	0	1
Churches - Water Only	3	3	3
Churches- Full Service	3	3	3
District Meter	1	1	1
Interconnect - No Bill Arcola	1	1	1
<b>Total</b>	<b>1673</b>	<b>1669</b>	<b>1604</b>
Water use per ESFC	285	243	249

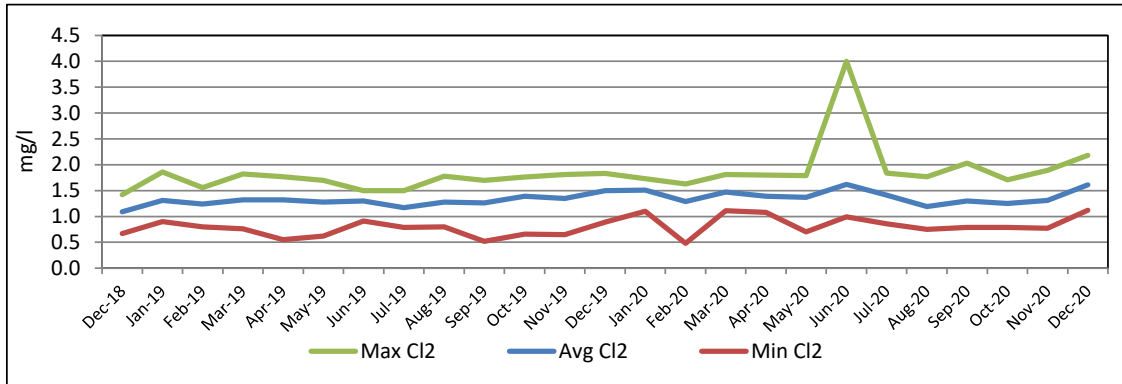
## Tap Activity

Month		Month	
Dec-20	6	Dec-19	7
Nov-20	4	Nov-19	12
Oct-20	9	Oct-19	5
Sep-20	3	Sep-19	2
Aug-20	2	Aug-19	15
Jul-20	6	Jul-19	3
Jun-20	7	Jun-19	8
May-20	6	May-19	4
Apr-20	9	Apr-19	10
Mar-20	4	Mar-19	7
Feb-20	2	Feb-19	7
Jan-20	5	Jan-19	11
<b>Total</b>	<b>63</b>		<b>91</b>



# Fort Bend FWSD No. 1 Water Quality Monitoring Report

## Disinfection Monitoring



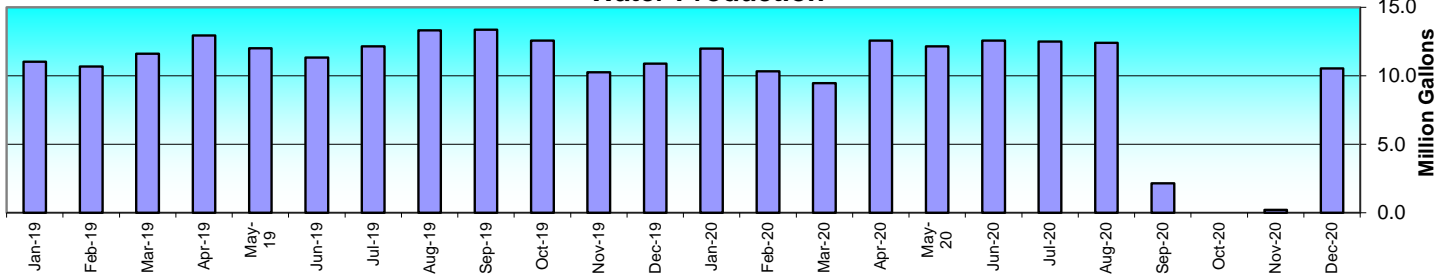
## Maximum Residual Disinfectant Level (MRDL)

Month	Dec-20	Nov-20	Oct-20
# TCR Samples	4	4	4
# Disinfectant Samples	35	34	35
Average Disinfection Res.	1.61	1.31	1.25
Highest Reading	2.18	1.89	1.71
Lowest Reading	1.12	0.77	0.79
# Below Limit	0	0	0
# With None Detected	0	0	0

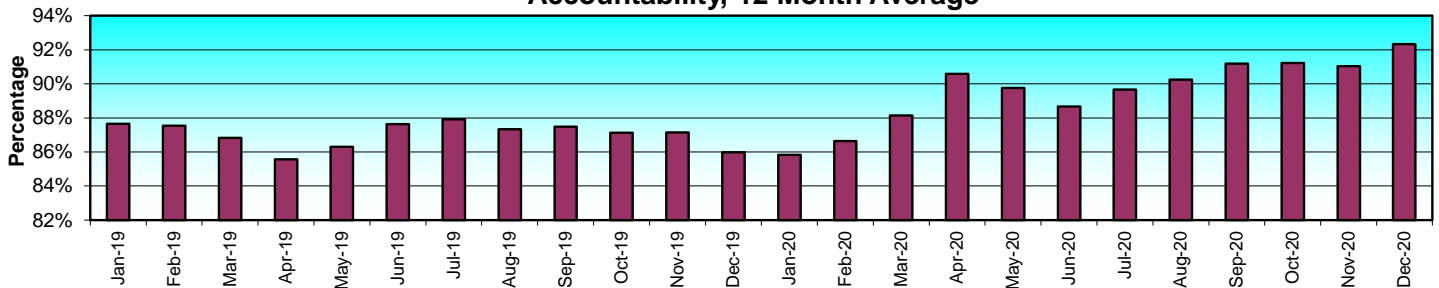
# Fort Bend FWSD No. 1 Water Production Report

Period Ending	Production (MG)	Billed (MG)	Water Sold (MG)	Water Purchased	Total Billed (MG)	Construction (MG)	Water Loss	Accountability (%)	12 Month Avg.
Dec-7-20	10.545	8.962	3.074	2.500	12.036	0.000	1.009	92.3%	92.3%
Nov-4-20	0.222	7.608	2.670	11.050	10.278	0.000	0.994	91.2%	91.0%
Oct-7-20	0.000	7.690	2.704	11.400	10.394	0.000	1.006	91.2%	91.2%
Sep-8-20	2.153	9.269	3.250	10.200	12.519	0.000	-0.166	101.3%	91.2%
Aug-7-20	12.415	8.834	2.777	0.000	11.611	0.000	0.804	93.5%	90.2%
Jul-8-20	12.504	10.431	2.544	0.000	12.975	0.000	-0.471	103.8%	89.7%
Jun-8-20	12.563	7.738	2.853	0.000	10.591	0.000	1.972	84.3%	88.7%
May-7-20	12.141	8.593	1.459	0.000	10.052	0.000	2.089	82.8%	89.8%
Apr-7-20	12.565	9.489	2.609	0.000	12.098	0.000	0.467	96.3%	90.6%
Mar-6-20	9.466	6.487	2.090	0.000	8.577	0.000	0.890	90.6%	88.1%
Feb-7-20	10.339	7.183	2.227	0.000	9.410	0.000	0.929	91.0%	86.6%
Jan-7-20	11.988	8.248	2.514	0.000	10.762	0.000	1.226	89.8%	85.8%
Dec-5-19	10.893	7.264	1.093	0.000	8.357	0.000	2.536	76.7%	86.0%
Nov-5-19	10.253	7.450	2.134	0.000	9.584	0.000	0.669	93.5%	87.2%
Oct-7-19	12.573	8.753	2.644	0.000	11.397	0.000	1.176	90.6%	87.1%
Sep-6-19	13.376	9.184	2.857	0.000	12.041	0.000	1.335	90.0%	87.5%
Aug-6-19	13.318	8.907	2.646	0.000	11.553	0.000	1.765	86.7%	87.3%
Jul-8-19	12.161	8.426	2.730	0.000	11.156	0.000	1.005	91.7%	87.9%
Jun-6-19	11.343	8.329	2.711	0.000	11.040	0.000	0.303	97.3%	87.6%
May-6-19	12.003	8.397	2.743	0.000	11.140	0.000	0.864	92.8%	86.3%
Apr-4-19	12.949	6.490	2.172	0.000	8.662	0.000	4.287	66.9%	85.6%
Mar-7-19	11.614	6.331	2.101	0.000	8.432	0.000	3.182	72.6%	86.8%
Feb-6-19	10.676	6.484	2.199	0.000	8.683	0.000	1.993	81.3%	87.6%
Jan-8-19	11.030	7.621	2.474	0.000	10.095	0.000	0.935	91.5%	87.7%

**Water Production**



**Accountability, 12 Month Average**



Fort Bend FWSD No. 1  
Customer Service Report

December / January- 2021

Customer Name	Call Date	Address	Description of Call
<b>Water Quality Complaints</b>			
None			
<b>Problems Reported</b>			
Jose Guevara	10-Dec-20	4602 Tulip Ln.	Customer reported a leak at meter. Found leak on customer's line. Made customer contact.
Celinda Valera	16-Dec-20	606 N. Locusts St.	Customer reported a bad sewer odor outside. Found no evidence of sewer backup. Made customer contact.
Alicia Herrera	18-Dec-20	4306 Kansas St.	Customer reported bad sewer odor. Found no evidence of sewer backup. Made customer contact.
Aldo Guevara	18-Dec-20	718 Walnut Ave.	Customer reported low pressure. Upon arrival, found normal water pressure. Made customer contact.
Ruaisa Ramirez	23-Dec-20	323 Broadmore St.	Customer reported a possible water leak. Found leak on pressure tank. Made customer contact.
Erasto Vallejo	28-Dec-20	3615 Gettie St.	Customer reported a possible water leak. Found leak on service line. Completed necessary repairs. Made customer contact.
Lotoya Kay	28-Dec-20	715 Cleo St.	Customer reported a possible water leak. Found leak on compression tank. Made customer contact.
Tristan Leocadio	28-Dec-20	1311 Trammel Fresno Rd.	Customer reported a possible water leak. Found leak on neighbor's line. Made customer contact.
Marion Chaney	30-Dec-20	530 E. Palm St.	Customer reported a leak at hydrant. Found leak on valve A box. Flushed hydrant; leak did not stop. Black bagged hydrant and scheduled for repairs. Made customer contact.
Cesar Fonseca	30-Dec-20	3020 Maryland St.	Customer reported a leak at meter. Found leaking meter gasket and replaced. Left door notice.
Felix Granillo	31-Dec-20	808 W. Jasmine St.	Customer reported low pressure. Determined low pressure was due to meter not being completely open. Made customer contact.
Robin with Robbins Nest	7-Jan-21	715 Elm St.	Customer reported no water. Found shut-off valve turned off. Turned valve on and water services were restored. Made customer contact.
Elena Ortega	11-Jan-21	717 Mimosa	Customer reported sewer backup. Jetted sanitary manhole. Reviewed plans and determined area was out of district. Made customer contact.
Dolly Armendariz	11-Jan-21	4327 Billy Ln.	Customer reported a possible water leak. Found no evidence of a leak. Made customer contact.
Amalia Garza	11-Jan-21	3826 Jan St.	Customer reported a possible water leak. Located leak and determined leak was out of district. Made customer contact.
Jesse Valero	12-Jan-21	602 N. Locust St.	Customer reported no water. Found leak on pressure tank. Made customer contact.
<b>Billing Disputes</b>			
Sabina Rostro	16-Dec-20	4507 Mistletoe Ln.	Customer requested a meter re-read due to high consumption. Meter showed inside consumption. Meter read was in-line with previous reads. Provided leak detection tablets. Made customer contact.
Meliton Aguilar	30-Dec-20	4734 Fairhill Ave.	Customer requested a meter re-read due to high consumption. Meter showed inside consumption. Meter read was in-line with previous reads. Provided leak detection tablets. Made customer contact.
David Diaz	11-Jan-21	554 Red Bud Ave.	Customer requested a meter re-read due to high consumption. Found meter was mis-read. Customer's account was credited to correct billing. Made customer contact.

Customer Name	Call Date	Address	Description of Call
<i>Customer Correspondence</i>			
None			

# Fort Bend FWSD No. 1 Delinquent Notice/Service Disconnect Report

Date	Delinquent Letters	Date Mailed	Door Hangers	Date Hung	Disconnects	Date of Disconnect
January-21	141	01/11/21				
December-20	167	12/07/20	60	12/22/20	14	12/30/20
November-20	167	11/05/20	54	11/23/20	13	12/01/20
October-20	164	10/06/20	57	10/20/20	9	10/27/20
September-20	162	09/04/20	55	09/21/20	15	09/29/20
August-20	110	08/10/20	32	08/24/20	9	08/31/20
July-20	134	07/07/20	35	07/23/20	9	07/29/20
June-20	165	06/08/20	66	06/22/20	35	06/29/20
May-20	120	05/11/20	55	05/27/20	29	Deferred
April-20	177	04/06/20	58	04/22/20	34	Deferred
March-20	174	03/09/20	53	03/25/20	29	Deferred
February-20	150	02/10/20	57	02/25/20	13	03/03/20
January-20	181	01/07/20	46	01/24/20	18	01/30/20
December-19	145	12/10/19	51	12/31/19	13	01/07/20
November-19	165	11/08/19	40	12/04/19	6	12/10/19
October-19	118	10/11/19	31	10/30/19	10	11/05/19
September-19	147	09/10/19	33	10/01/19	14	10/08/19
August-19	124	08/13/19	42	08/27/19	9	09/05/19
July-19	157	07/09/19	40	07/22/19	16	07/30/19
June-19	125	06/10/19	37	07/01/19	10	07/08/19
May-19	139	05/06/19	19	05/21/19	12	05/29/19
April-19	129	04/08/19	41	04/23/19	15	04/30/19
March-19	138	03/11/19	39	03/26/19	7	04/01/19
February-19	125	02/13/19	42	02/26/19	8	03/05/19

### Current Month Terminations

Account	Name	Address	Total Due	Deposit	Turn-Off Date	Turn-On Date
122557	LOPEZ, ONAN E	4415 TULIP LN	\$715.20	\$425.00	30-Dec-20	LOCKED
80803	BENITEZ, JOSE L. ROLDAN	202 EVERGREEN ST UNIT D	\$540.58	\$101.00	30-Dec-20	30-Dec-20
144941	BAUTISTA, ILDEFONSO A.	231 VIRGINIA DR	\$480.69	\$250.00	30-Dec-20	30-Dec-20
140701	JOHNSON, SELWYN	129 VIRGINIA DR	\$466.70	\$175.00	30-Dec-20	2-Jan-21
146503	URIOSTEGUI, VERENISE	631 HICKORY ST	\$446.22	\$200.00	30-Dec-20	31-Dec-20
81373	TORRES, EMMANUEL	817 JASMINE ST	\$403.51	\$250.00	30-Dec-20	4-Jan-21
80741	GUERRERO, KARINA	4701 VINE LN	\$397.16	\$251.00	30-Dec-20	30-Dec-20
121591	MARTINEZ, ANGEL	1202 AVE A	\$396.17	\$275.00	30-Dec-20	30-Dec-20
139754	SAUCEDO, JOSE	557 REDBUD AVE #2	\$343.20	\$75.00	30-Dec-20	LOCKED
81414	DOMINGUEZ, MARISELA	3723 LAVERNE ST	\$341.13	\$325.00	30-Dec-20	31-Dec-20
81642	MARTINEZ, OMAR	3406 MARYLAND ST	\$315.53	\$175.00	30-Dec-20	5-Jan-21
81120	RODRIGUEZ, ARACELI	718 MAPLE ST	\$315.53	\$101.00	30-Dec-20	30-Dec-20
121641	SANTANO ROMAN	502 MULBERRY AVE	\$287.43	\$251.00	30-Dec-20	31-Dec-20
120761	MENDEZ, LUIS E	123 E HOUSTON ST	\$265.58	\$76.00	30-Dec-20	LOCKED

### Current Payment Arrangements

Account	Name	Address	Balance	Deposit	Most Recent Pymt.	Date Last Paid
137150	NEW QUALITY LIFE MINISTRIES	4647 FM 521-DOM	\$3,420.33	\$100.00	\$634.33	4-Dec-21
81675	JASSO, JOSE PEDRO & LAURA H	647 N LOCUST	\$2,850.16	\$150.00	\$1,128.00	13-Jan-21
160869	TRISTAN, LEOCADIO	1311 TRAMMEL FRESNO RD	\$1,452.48	\$100.00	\$200.00	28-Dec-21
122641	DIEGO SUAREZ	629 MIMOSA ST	\$1,350.00	\$100.00	\$29.38	26-Dec-20
161366	RODRIGUEZ, MAURILLO VAZQUEZ & ESCOBAR, SAND	620 E SYCAMORE ST	\$1,332.48	\$100.00	\$250.00	8-Jan-21
159994	CORREA, FERNANDO	302 RENFRO BURFORD	\$1,222.46	\$100.00	\$225.00	8-Jan-21
155798	RAMOS, RAUL	1406 AVE A	\$667.52	\$100.00	\$179.38	14-Dec-20
154473	MORALES-DIAZ, JESUS	1410 AVE A	\$658.03	\$100.00	\$171.00	14-Dec-20
153053	ZAVALA, ANGELICA	4714 FERN LN	\$582.63	\$100.00	\$150.00	23-Dec-20
155797	MAURICIO, JOSE & ELIZABETH	306 TEAKWOOD AVE	\$469.39	\$100.00	\$213.57	12-Jan-21

# Fort Bend FWSD No. 1 30 Day Delinquent Report

January-21

Updated as of January 11, 2021

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	ACCOUNT NO.	CUSTOMER NAME	SERVICE ADDRESS	DEPOSIT	ARREARS	BALANCE	Most Recent Payment	Payment Date
1	157652	FLORES, MARIA	425 EVERGREEN UNIT B	100.00	1,757.22	1,790.32	172.00	10/12/20
2	121888	JULISSA MARTINEZ	615 ELM ST	75.00	55.64	1,602.22	56.64	11/05/20
3	081592	SANCHEZ ANTONIA	4825 D FM 521	76.00	198.25	878.46	206.37	12/16/20
4	137148	NEW QUALITY LIFE MINISTRIES	4645 FM 521DOM	1,300.00	459.95	747.01	700.00	12/14/20
5	080868	AHAMBA, YOUNG AND BEATRICE	703 E PALM ST	151.00	123.32	694.02	185.00	12/14/20
6	080462	CHANEY, MARION	530 E PALM ST	100.00	225.38	559.25	218.60	12/28/20
7	081126	CANTU, AURORA L. & RENE D.	729 HICKORY ST	76.00	114.46	487.38	150.00	01/04/21
8	081073	CASTILLO, APOLINAR	131 COLLEGE DR	1.00	317.13	422.41	73.01	11/13/20
9	081464	HUERTA, CARLOS	621 S LOCUST RD	175.00	305.81	412.60	88.00	12/15/20
10	080744	PEREZ, ANABEL	4728 TULIP LN	141.45	167.00	406.16	166.00	12/29/20
11	120710	MENDOZA, JOE S	4314 MARK TERRACE	251.00	174.19	394.56	156.00	12/30/20
12	153606	CUNNINGHAM, LAULITA	4407 BRYAN AVE	150.00	109.02	365.76	200.00	12/17/20
13	081072	CASTILLO, APOLINAR	127 COLLEGE ST	101.00	89.54	323.32	90.89	12/18/20
14	081030	MORENOGONZALEZ, ANTONIO	130 VIRGINIA DR	1.00	121.90	316.61	101.33	12/23/20
15	157298	FUENTES, MARIA C	4703 S TEAGUE	101.00	80.45	314.67	491.59	10/27/20
16	081286	CANTU, RAY	735 1/2 HICKORY ST	1.00	130.60	308.58	142.74	12/28/20
17	081358	JEREZ, LESLY & EDGAR	644 W PALM ST	150.00	178.63	306.76	851.31	12/14/20
18	081203	NANEZ, GUILLERMO	710 1/2 MAPLE ST	1.00	117.14	303.37	98.09	12/23/20
19	081086	OROZCO, RODRIGO	122 CRESCENT DR	176.00	132.65	298.01	365.12	11/19/20
20	081515	CARRILLO GREGORIO	838 W PALM	226.00	138.99	295.80	152.02	12/18/20
21	080959	ORTEGA, RAMONA	334 MERRIFIELD DR	1.00	95.44	287.46	150.00	12/18/20
22	080523	AGUIRRE, ALEJANDRA	4427 IVY LN	1.00	111.77	276.04	433.99	10/21/20
23	081180	REZA, GUADALUPE	638 ELM ST	0.00	118.33	275.87	241.99	11/03/20
24	080646	ENCINIA, RAUL	410 CYPRESS AVE	1.00	101.33	274.99	99.98	11/23/20
25	081567	CHILDRESS, JOYCE	715 CLEO ST	151.00	96.88	264.14	100.87	12/18/20
26	081165	SARAVIA, JOSE M.	702 SPRUCE ST	1.00	109.64	248.93	120.60	12/03/20
27	080755	HERNANDEZ, JORGE L.	547 BROADMORE DR	1.00	101.33	242.23	238.49	11/25/20
28	081128	MONREAL, MARY & FELIPE	4643 KANSAS ST	76.00	106.33	239.35	108.24	12/22/20
29	081189	TORRES, CRISTOBAL VAZQUEZ	608 MIMOSA ST	1.00	95.83	228.85	109.00	12/28/20
30	080850	GARCIA, JOVA & NARVAEZ, MANUEL	511 REDBUD AVE	151.00	99.54	228.04	122.51	12/28/20
31	081162	GOMEZ, DIANE YNFAnte	627 SPRUCE ST	1.00	91.74	227.65	100.00	12/29/20
32	081367	ORELLANA, CESAR A.	20539 S POST OAK BLVD	175.00	90.40	225.91	604.11	10/27/20
33	080506	MENDEZ, FRANCISCO &	4415 BRYAN AVE	176.00	84.41	224.83	150.00	12/22/20
34	120724	RAMIREZHERNANDEZ, MARINA	4526 ROSE LN	76.00	100.83	221.85	100.00	12/15/20
35	134534	PATTERSON, CRYSTAL	20649 S POST OAK BLVD	175.00	82.57	216.78	89.66	12/17/20
36	081097	ANDRADE, EVELIN VERONICA	329 MERRIFIELD LN	151.00	87.43	215.96	101.13	12/18/20
37	081101	GOMEZ, RAFAEL	227 CRESCENT DR	1.00	84.95	213.78	220.00	11/23/20
38	080952	GARZA, JOSE	203 MERRIFIELD LN	76.00	81.06	210.00	74.24	12/28/20
39	081064	ARMIJO, PAUL & CRISTINA	342 BROADMORE ST	1.00	90.00	208.94	91.00	12/15/20
40	081560	HERNANDEZ, SANJUANITA	615 CLEO ST	326.00	99.44	208.88	145.42	11/17/20
41	160908	GONZALEZ, NORMA	3726 JAN ST	150.00	67.00	208.59	82.71	11/17/20
42	081486	GONZALEZ, JUAN C. MIRANDA	530 TRAMMELFRESNO	225.00	90.40	208.53	117.47	11/13/20
43	080532	GAINES, LARRY	234 BROADMORE DR	100.00	90.06	207.71	94.00	12/28/20
44	081068	MENDOZA, ISIDRO CASTILLO	119 COLLEGE DR	1.00	73.96	202.93	178.00	11/12/20
45	081182	CALDERON, SALVADOR	703 ELM ST	1.00	62.94	202.68	200.00	12/19/20
46	081003	CANO, SANTOS & MARTHA	4634 BRYAN AVE	101.00	82.84	202.45	222.58	11/02/20
47	080708	RAMIREZ, BARBARITA MORENO	4418 IVY LANE	1.00	80.45	199.83	81.45	11/11/20
48	144069	VALERO, VALERIE A.	602 N LOCUST ST	75.00	76.04	195.25	74.21	12/28/20
49	080966	LOPEZ, ISABEL	208 VIRGNIA DR	1.00	85.60	193.25	80.00	12/16/20
50	081607	PROVOST BURLEY AND SHANDA	4511 KANSAS ST	76.00	64.33	192.53	132.40	11/18/20
51	080493	LOPEZ, ISABEL	210 CRESCENT DR	75.00	79.21	188.42	83.06	12/30/20
52	080908	AGUIRRE, SALVADOR	4202 ROSE LN	1.00	81.71	181.59	181.27	10/27/20
53	080945	FLORES, MARCELO	2930 WOOD	76.00	68.90	180.96	90.00	12/28/20
54	081217	OROZCO, ESPERANZA	118 COLLEGE DR LOT 4	1.00	79.53	177.93	141.00	11/04/20
55	081589	MARADIAGA JOSE	3926 KANSAS ST	1.00	70.76	177.59	65.33	11/16/20
56	080721	GARCIA, GUADALUPE & MONROY, JOSE	546 REDBUD AVE	1.00	69.68	177.33	70.00	12/15/20
57	080557	ROBLES, FRANCISCA & HERNANDEZ, NOE	406 TEAKWOOD AVE	1.00	86.81	176.87	162.07	11/16/20
58	080611	FAJARDO, JUAN	4602 N TEAGUE ST	1.00	79.21	176.86	182.99	11/16/20
59	081044	CASTILLO, AUDELIA	112 BROADMORE DR	76.00	79.15	174.89	75.00	12/18/20
60	150310	ORTEGA, JANET	4423 IVY LANE	150.00	75.97	174.34	70.00	12/20/20
61	081800	OLIVOSANCHEZ, YASMIN	3406 INDIANA ST	75.00	73.46	172.91	74.37	12/21/20
62	080619	LOPEZ, J. FRANCISCO	4406 CAMELIA LN	1.00	64.28	172.42	75.00	12/14/20

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January-21

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	ACCOUNT NO.	CUSTOMER NAME	SERVICE ADDRESS	DEPOSIT	ARREARS	BALANCE	Most Recent Payment	Payment Date
63	080528	PAEZ, CRISTINA	4119 LILLY ST	75.00	80.76	171.52	81.40	12/11/20
64	081091	DIMAS, JESUS	340 CRESCENT DR	1.00	80.45	170.51	181.43	11/02/20
65	120719	CRISOFORO DIAZ	319 FIG RD	176.00	90.57	170.50	130.00	11/17/20
66	081110	BACA, RAMIRO	217 MERRIFIELD LN	1.00	72.01	169.66	73.01	11/04/20
67	081804	ESTRADA, MARIA	3214 INDIANA ST	75.00	86.41	168.15	75.99	12/30/20
68	153608	ANDREPOINT, BERNADETTE	527 REDBUD AVE	100.00	81.32	167.06	107.00	12/17/20
69	080524	MILLER, MICHAEL	4219 MARK TERRACE	1.00	70.71	165.61	70.42	12/19/20
70	122845	BRENDA REYES	619 ELM ST	150.00	41.26	164.28	150.00	12/18/20
71	081267	DE LA FUENTE, SERVANDO	1330 EVERGREEN	176.00	61.20	162.40	62.07	12/28/20
72	080795	VALDES, ABEL M.	508 TEAKWOOD AVE	1.00	70.76	160.21	71.76	11/14/20
73	122313	JONATHAN B VELAZQUEZ	4527 ROSE LN	1.00	79.21	159.98	79.37	11/15/20
74	119808	LOPEZ, NANCY	1614 AVENUE A	100.00	76.89	155.92	130.00	11/10/20
75	080970	BUENTELLO, MICAELA	3033 LAUREL ST	101.00	71.20	152.40	72.07	12/17/20
76	158622	GUERRERO, VICENTE	411 RENFRO BURFORD RD	100.00	63.57	150.94	155.52	12/07/20
77	080599	ARBALLES, WALTER G.	703 MULBERRY AVE	1.00	69.89	150.65	166.08	11/16/20
78	080757	HERNANDEZ, MAGDALENO	310 TEAKWOOD AVE	1.00	77.06	150.63	63.57	01/04/21
79	081033	ROBERT, HERMAN L.	210 VIRGINIA DR	76.00	64.90	150.22	55.19	12/16/20
80	081728	OROZCO, DALINDA	3320 OHIO ST	675.00	54.78	145.98	52.51	12/28/20
81	081016	DIAZ, NICHOLAS	4701 FAIRHILL AVE	1.00	63.57	143.50	56.10	11/20/20
82	080501	JOHNSON, DERRICK	4310 BILLY LANE	101.00	63.57	143.50	65.32	12/07/20
83	122410	JIMENEZ, LAURA O.	611 RENFROBURFORD RD	150.00	62.07	141.96	136.53	11/17/20
84	081475	GUTIERREZ, JOSE	822 CLEO ST	75.00	61.20	141.09	56.64	11/17/20
85	080680	PEREZ, STEVEN	626 MYRTLE AVE	151.00	51.65	140.68	88.80	12/16/20
86	080624	CARDENAS, FRANCISCO & BERTHA	4431 CAMELIA LN	1.00	59.56	140.16	100.00	12/11/20
87	081075	LEOS, VALENTIN	138 COLLEGE ST	176.00	59.38	138.89	116.90	10/20/20
88	161961	DELGADO, VERONICA	4511 A BRYAN AVE	150.00	59.38	136.79	175.00	10/29/20
89	080537	ORTIZ, BENITO LIMON	618 MULBERRY LN	76.00	64.33	136.40	145.76	11/18/20
90	120469	ISRAEL FLORES	4030 PERIDOT ST	75.00	64.33	136.40	56.64	11/03/20
91	120774	PETRA ALVAREZ	4107 VERMONT ST	1.00	55.64	135.53	127.84	11/09/20
92	080931	CASTELAN, MARCELINA	415 TEAKWOOD AVE	1.00	51.65	131.99	46.95	12/17/20
93	080827	AGUILAR, JOSE ANGEL	719 WALNUT AVE	1.00	52.51	131.54	137.40	11/16/20
94	120725	LEONARD JUAREZ	518 BROADMORE DR	1.00	59.38	130.51	67.07	12/03/20
95	081391	REYES, RAUL E.	724 CLEO ST	325.00	56.69	130.10	89.03	12/28/20
96	080965	BROWN, JESS	227 MERRIFIELD LN	1.00	55.19	130.09	46.62	11/13/20
97	081111	DAWSON, MICHAEL	227 1/2 MERRIFIELD LN	1.00	55.19	130.09	56.19	11/06/20
98	150261	TAMEZ, MARIA	123 BROADMORE DR	100.00	55.19	130.09	1,387.59	10/26/20
99	081503	BONIER JANICE	3822 1/2 KANSAS	175.00	46.95	128.60	73.33	12/23/20
100	081435	MORA, ELIZABETH	3707 EDIE ST	625.00	37.60	127.91	68.43	12/28/20
101	081278	GARCIA, GLORIA G.	1040 EVERGREEN ST	1.00	64.33	127.71	56.64	11/12/20
102	081330	INFANTE DE MARTINEZ, ELVA IDALIA	3198 MARYLAND ST	100.00	55.64	126.84	47.95	11/13/20
103	081058	VILLAZANA, ADAN	314 BROADMORE ST	1.00	55.19	125.90	52.00	11/12/20
104	080779	CABRERA, DOMINGO S	710 TEAKWOOD AVE	0.00	54.29	125.27	54.96	12/16/20
105	081476	MENDOZA, MARIA	3198 1/2 MARYLAND ST	523.02	33.96	125.16	73.02	12/30/20
106	081256	FERRELL, JENNY R.	155 EVERGREEN ST	75.00	34.96	124.63	56.95	12/29/20
107	123901	FRANCISCO HERRERA	4414 TULIP LN	75.00	41.00	120.29	70.71	12/10/20
108	081773	FITZGERALD, TRISHA LYNN	1322 TRAMMELFRESNO RD	275.00	42.74	119.25	56.51	12/28/20
109	081635	AGUIRRE ELIZABETH	3922 KANSAS ST	1.00	46.95	117.29	47.95	11/13/20
110	080936	SIBRIAN, ORLANDO ORELLANA	703 E DALLAS	76.00	46.95	117.29	47.95	11/06/20
111	132660	ALVAREZ, CORIN	3715 EDNA ST	75.00	46.95	117.29	56.64	11/13/20
112	080877	CASTILLO, ANTONIO	108 BROADMORE ST	426.00	51.00	117.10	344.20	10/27/20
113	120715	REYES SOTO, MARICELA	329 MAIN ST	176.00	39.13	116.06	80.34	12/28/20
114	124298	TRISTAN, FRANCISCO & NELLY	226 WILLOW ST	175.00	64.33	114.33	423.72	10/21/20
115	157914	GONZALEZ, EDER	3703 LOLA ST	150.00	40.61	113.81	50.00	12/22/20
116	080445	MARTINEZ, VERONICA	2803 CALIFORNIA ST #2	100.00	43.41	113.30	63.62	12/18/20
117	150972	GOMEZ, MELANIE	402 WALNUT AVE	150.00	32.32	108.83	42.32	12/28/20
118	081583	HERNANDEZ, JUAN	3623 LOUISE ST	100.00	46.95	108.60	81.86	11/03/20
119	081427	FRESNO MT. CORINTH, M.B.C.	20411 S POST OAK BLVDD	175.00	40.00	102.38	41.00	11/09/20
120	081269	ROMERO, SANJUANA	1140 EVERGREEN ST	1.00	40.26	101.24	92.03	11/13/20
121	080467	JAMISON, PAMELA	422 WALNUT AVE	75.00	40.26	101.24	127.84	11/13/20
122	081250	ALVARADO, MARIA	19330 S POST OAK BLVD	101.00	31.90	100.48	68.51	11/16/20
123	080728	GOBEA, ELIAS	521 CYPRESS AVE	1.00	40.26	94.55	100.25	11/12/20
124	080500	GOMEZ, ENEDINO NABA	626 RENFROBURFORD RD	101.00	40.26	94.55	99.58	11/11/20



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January-21

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	ACCOUNT NO.	CUSTOMER NAME	SERVICE ADDRESS	DEPOSIT	ARREARS	BALANCE	Most Recent Payment	Payment Date
125	081723	TESCA, MAURICE A	3315 MARYLAND ST	76.00	43.20	90.80	101.58	11/17/20
126	080969	LAWRENCE, BILLY	523 E DALLAS	1.00	33.57	87.19	34.57	10/30/20
127	080631	SWEET, PATRICIA	612 REDWOOD AVE	1.00	33.57	87.19	34.57	11/13/20
128	147113	GONZALEZ, YURIDIA MENDOZA	19907 S POST OAK BLVD	75.00	40.07	86.58	179.38	12/14/20
129	081534	GRIMALDO EZEQUIEL	4114 EMERALD LN	1.00	26.88	86.52	41.26	10/13/20
130	140706	SOLIS, JUAN CARLOS	3003 CALIFORNIA ST	75.00	32.74	85.94	39.27	11/16/20
131	081617	MEJIA CESAR & DAMARIS	3606 LAVERNE ST	76.00	39.38	85.89	104.86	11/06/20
132	081383	RODRIGUEZ, JUAN	20645 S POST OAK BLVD	75.00	30.32	82.64	29.38	12/18/20
133	123900	KAMISHA SIMIEN	1602 AVE A	75.00	29.38	82.58	108.68	10/30/20
134	080485	SALGADO, SARAHI	4428 CAMELIA LN	100.00	44.10	81.39	59.71	10/13/20
135	081896	PEREZ, DAVID	1607 AVENUE A	76.00	33.57	80.50	149.51	10/26/20
136	081224	CABRIALES, ERNESTO	841 1/2 W DALLAS ST	176.00	33.57	80.50	34.57	11/13/20
137	080904	WOOTTON, JOSEPH W.	150 MAIN ST	1.00	44.10	77.20	22.00	10/01/20
138	081889	LOPEZ, RODOLFO	3718 LOLA ST	151.00	33.57	76.31	97.40	10/24/20
139	125095	ZEPEDA, JUAN C.	614 MYRTLE AVE	75.00	29.38	71.70	34.57	11/05/20
140	134077	SANTOYO ABRAHAM AMEZQUITA & IRMA S	4414 LILLY ST	1.00	29.38	71.70	76.06	11/09/20
141	106108	MINERO, CLAUDIA M	4435 TULIP LN	1.00	101.33	10.00	254.55	01/11/21
				14,052.47	12,768.55	29,764.07	19,112.85	



## FWSD#1 Interconnect w/COA

Day	FWSD#1 IC w/ COA	Daily Flow	Well Reads @ WP	Daily Flow
11/1/2020	145892	94	746851	66
11/2/2020	145986	67	746917	0
11/3/2020	146053	93	746917	0
11/4/2020	146146	87	746917	0
11/5/2020	146233	112	746917	0
11/6/2020	146345	75	746917	0
11/7/2020	146420	88	746917	0
11/8/2020	146508	111	746917	0
11/9/2020	146619	61	746917	87
11/10/2020	146680	99	747004	89
11/11/2020	146779	70	747093	351
11/12/2020	146849	90	747444	191
11/13/2020	146939	108	747635	415
11/14/2020	147047	108	748050	507
11/15/2020	147155	108	748557	515
11/16/2020	147263	50	749072	123
11/17/2020	147313	97	749195	430
11/18/2020	147410	135	749625	461
11/19/2020	147545	78	750086	461
11/20/2020	147623	110	750547	352
11/21/2020	147733	110	750899	463
11/22/2020	147843	111	751362	532
11/23/2020	147954	96	751894	415
11/24/2020	148050	111	752309	433
11/25/2020	148161	89	752742	444
11/26/2020	148250	89	753186	436
11/27/2020	148339	89	753622	413
11/28/2020	148428	89	754035	382
11/29/2020	148517	90	754417	328
11/30/2020	148607	87	754745	433
12/1/2020	148694	97	755178	424

\*meter is read M-F during normal business hours, weekend reads are calculated.

## FWSD#1 Interconnect w/COA

Day	FWSD#1 IC w/ COA	Daily Flow	Well Reads @ WP	Daily Flow
12/1/2020	148694	97	755178	424
12/2/2020	148791	92	755602	416
12/3/2020	148883	95	756018	339
12/4/2020	148978	80	756357	300
12/5/2020	149058	81	756657	367
12/6/2020	149139	81	757024	438
12/7/2020	149220	91	757462	418
12/8/2020	149311	87	757880	435
12/9/2020	149398	77	758315	427
12/10/2020	149475	72	758742	273
12/11/2020	149547	89	759015	571
12/12/2020	149636	90	759586	429
12/13/2020	149726	90	760015	273
12/14/2020	149816	72	760288	394
12/15/2020	149888	73	760682	310
12/16/2020	149961	78	760992	437
12/17/2020	150039	82	761429	430
12/18/2020	150121	83	761859	274
12/19/2020	150204	83	762133	489
12/20/2020	150287	84	762622	355
12/21/2020	150371	100	762977	438
12/22/2020	150471	83	763415	432
12/23/2020	150554	103	763847	439
12/24/2020	150657	141	764286	446
12/25/2020	150798	100	764732	573
12/26/2020	150898	68	765305	278
12/27/2020	150966	64	765583	287
12/28/2020	151030	98	765870	560
12/29/2020	151128	66	766430	281
12/30/2020	151194	74	766711	377
12/31/2020	151268	100	767088	473
1/1/2021	151368	79	767561	265

\*meter is read M-F during normal business hours, weekend reads are calculated.

## 2019 COA Sewer Meter Reads

Day	COA Sewer Reads	Daily Flow (in GPD)
11/1/2020	2502880	101,168
11/2/2020	2604048	69,576
11/3/2020	2673624	89,104
11/4/2020	2762728	93,456
11/5/2020	2856184	117,752
11/6/2020	2973936	76,661
11/7/2020	3050597	76,661
11/8/2020	3127258	76,662
11/9/2020	3203920	87,776
11/10/2020	3291696	81,600
11/11/2020	3373296	71,648
11/12/2020	3444944	86,536
11/13/2020	3531480	102,712
11/14/2020	3634192	102,712
11/15/2020	3736904	102,712
11/16/2020	3839616	50,336
11/17/2020	3889952	78,112
11/18/2020	3968064	105,384
11/19/2020	4073448	83,128
11/20/2020	4156576	81,728
11/21/2020	4238304	81,728
11/22/2020	4320032	81,728
11/23/2020	4401760	89,544
11/24/2020	4491304	92,624
11/25/2020	4583928	141,520
11/26/2020	4725448	141,520
11/27/2020	4866968	141,520
11/28/2020	5008488	141,520
11/29/2020	5150008	141,520
11/30/2020	5291528	102,104
12/1/2020	5393632	118,752
		<b>97,081</b>
<b>% based on allotted capacity 250,000 gpd</b>		<b>39%</b>

## 2019 COA Sewer Meter Reads

Day	COA Sewer Reads	Daily Flow (in GPD)
12/1/2020	5393632	118,752
12/2/2020	5512384	131,920
12/3/2020	5644304	134,144
12/4/2020	5778448	103,685
12/5/2020	5882133	103,685
12/6/2020	5985818	103,686
12/7/2020	6089504	114,704
12/8/2020	6204208	96,184
12/9/2020	6300392	87,464
12/10/2020	6387856	86,184
12/11/2020	6474040	202,792
12/12/2020	6676832	202,792
12/13/2020	6879624	202,792
12/14/2020	7082416	135,136
12/15/2020	7217552	125,840
12/16/2020	7343392	126,400
12/17/2020	7469792	101,064
12/18/2020	7570856	129,954
12/19/2020	7700810	129,955
12/20/2020	7830765	129,955
12/21/2020	7960720	128,536
12/22/2020	8089256	82,680
12/23/2020	8171936	100,440
12/24/2020	8272376	118,808
12/25/2020	8391184	118,808
12/26/2020	8509992	78,992
12/27/2020	8588984	67,626
12/28/2020	8656610	127,334
12/29/2020	8783944	79,136
12/30/2020	8863080	113,648
12/31/2020	8976728	249,288
1/1/2021	9226016	111,758
		<b>123,254</b>
<b>% based on allotted capacity 250,000 gpd</b>		<b>49%</b>

**MINUTES OF THE MEETING OF  
FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**

December 17, 2020

**STATE OF TEXAS**

**COUNTY OF FORT BEND**

The Board of Supervisors (the “Board”) of Fort Bend County Fresh Water Supply District No. 1 of Fort Bend County, Texas (the “District”), met in regular session, open to the public, on Thursday, December 17, 2020, at 6:00 p.m., via video and telephonic conference, as permitted by the March 16, 2020, Declaration by the Governor of the State of Texas which suspended certain provisions of Chapter 551, Texas Government Code. The roll was called of the members of the Board, to wit:

Paul Hamilton	President
Calvin Casher	Secretary
Rodrigo Carreon	Assistant Secretary
Rosa Linda Medina	Assistant Secretary
Erasto Vallejo	Supervisor

All members of the Board were present, except Supervisor Vallejo, thus constituting a quorum.

Also present at the meeting were: Cindy Grimes with Municipal Accounts & Consulting, LP, the District’s Bookkeeper (“MAC”); David Dybala with Jacobs Engineering Group, Inc. (“Jacobs”), the District’s Engineer; Bart Downum with Environmental Development Partners (“EDP”), the District’s Operator; Greg Fleck, the District’s Tax Assessor/Collector; Charles Coyle, a member of the public; and Michael R. Willis and Tamara Sharkey of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SK Law”), the District’s Attorney.

The meeting was called to order at 6:03 p.m. and the following business was transacted.

**1. HEAR FROM PUBLIC (MATTERS ON THE AGENDA)**

The Board recognized Mr. Coyle who requested the Board consider classifying his property as all residential for water and sewer service purposes, as discussed at previous meetings, and indicated he does not operate a business out of the outbuilding. The Board noted this would be discussed with the Engineer’s Report later in the meeting.

**2. QUALIFICATIONS OF SUPERVISORS**

The Official Oath of Office and Sworn Statement of Supervisors Medina and Vallejo were then presented for approval. The Board noted that both Supervisors had executed the Sworn Statement and taken the Oath of Office, in accordance with the provisions of Section 49.055 of the Texas Water Code.

Upon motion made by Supervisor Casher, and seconded by Supervisor Carreon, the Board voted unanimously to accept said Sworn Statements and Oaths and to authorize that each be filed and retained in the District’s official records, and that such Oaths be filed with the Secretary of State of the State of Texas.

**3. ELECTION OF OFFICERS**

The Board then discussed the election of officers.

Upon motion made by Supervisor Casher, and seconded by Supervisor Medina, the Board voted unanimously to establish the offices listed below and to elect the following slate of officers:

Paul Hamilton	President
Rosa Linda Medina	Vice President
Calvin Casher	Secretary
Rodrigo Carreon	Assistant Secretary
Erasto Vallejo	Assistant Secretary

**4. BOOKKEEPER’S REPORT**

The Board then considered the Bookkeeper’s Report presented by Ms. Grimes, a copy of which is on file in the official records of the District, and the invoices and checks presented for payment as follows:

**A. Approval of Bills.**

The Board reviewed the bills presented for payment, including Pay Application No. 1 from T Construction for project construction for \$80,892.00 and Invoice No. 2 from Geotest for material testing services for \$1,596.40, as discussed later in the meeting during the Engineer’s Report.

**B. Review Investment Report.**

The Board reviewed the investment report.

**C. Review Collateral Pledge Report.**

The Board reviewed the Collateral Pledge report.

**D. Approve Budget for FYE 2021**

Ms. Grimes also presented to the Board the proposed budget for the fiscal year ending December of 2021.

Upon motion duly made by Supervisor Medina, seconded by Supervisor Carreon, and after full discussion, the Board voted unanimously to approve the Bookkeeper’s Report and authorize the payment of the checks and invoices listed therein, including (i) the payment of Pay Application No. 1 from T Construction for \$80,892.00 and (ii) payment of Invoice No. 2 from Geotest for \$1,596.40.

Upon motion duly made by Supervisor Casher, seconded by Supervisor Medina, and after full discussion, the Board voted unanimously to approve the budget for the fiscal year ending in December of 2021.

**5. TAX REPORT**

The Board recognized Mr. Fleck, who then presented the Tax Report, a copy of which is on file in the official records of the District.

Upon motion duly made by Supervisor Medina, seconded by Supervisor Casher, the Board voted unanimously to approve the Tax Report, as presented.

## **6. ENGINEER'S REPORT**

The Board recognized Mr. Dybala, who then presented the Engineer's Report, a copy of which is on file in the official records of the District, and is excerpted below:

### **(a) Report on status of projects:**

- i) Fresno Gardens North Subdivision Wastewater Plumbing Contract (currently 67 properties included)
  - Project is currently under construction...all homes within project have been connected to District's wastewater collection system...Contractor is currently in process of decommissioning remaining septic tanks and working on addressing punchlist items
  - Request Board approval of Pay Application No. 1 from T Construction for construction of project for \$80,892.00
  - Request Board approval of Invoice No. 2 from Geotest for material testing services for \$1,596.40
  - Anticipate construction activities to be completed in January and all final paperwork completed in February
  
- ii) Water Plant #2
  - Contract documents have been executed and provided to TWDB for their approval...SKLaw ("DA") finalized the COI with B-5 Construction Co...once the TWDB approve documents a pre-construction meeting for the project can be scheduled and a Notice to Proceed date set. Received TWBD approval letter ahead of tonight's meeting.
  - Request Board's approval of proposal from Preventive Services for performing coating inspections for the project for \$8,900.00
  - Request Board's approval of proposal from Terracon for performing material testing services for the project for \$28,074.00
  - Anticipated Schedule:
    - o January 2021 – March 2022 - Construction
  - District Est. Water Conn. Timeline (WP#1 Conn. Capacity = 1,750)
    - End of 2020 = 1,675
    - End of 2021 = 1,750
  
- iii) Water Plant #1 Recoat Work (Recoat Internal Surface of HPTs and Floor of GST#1)
  - Contract documents have been executed...DA has finalized payment bond and COI with A&H Coating Services LLC
  - Anticipate work taking place January through March of next year

- iv) Teleview Terrace Subdivision Lift Station Upgrades
  - EDP currently in process of adding 3<sup>rd</sup> lift pump to lift station...EDP to provide status update in their report
  - Current lift station, with 2 pumps, is capable of conveying wastewater for 630 ESFCs...With addition of 3<sup>rd</sup> pump the lift station should be capable of conveying wastewater for over 800 ESFCs
- v) Gateway Acres Subdivision Wastewater Collection System
  - Jacobs currently in process of completing construction documents for project
  - The new District wastewater loan will need to be secured prior to starting construction of this project
- vi) Fresno Ranchos Subdivision Wastewater Lift Station and Force Main
  - Reference Gateway Acres Subdivision Wastewater Collection System status
- vii) Gateway Acres Subdivision Wastewater Plumbing Contract
  - townhall meetings will be conducted once the public wastewater lines for this area are under construction

**(b) Authorize Engineer to Prepare Plans and Specifications for Water/Wastewater Projects**

- no action items

**(c) Report on status of project funding and take necessary action related thereto.**

- Project One-Year Warranty Expiration Dates
  - Fresno Gardens N Sub WW Collection System...06/17/2021
- 2015 TWDB DFUND Loan...remaining funds will be used for the Water Plant No. 2 project
- 4<sup>th</sup> TWDB DFUND Loan (\$1.745M)...funds will be used to complete the Water Plant No. 2 project
  - 2021 TCEQ Loan (estimated at \$10.45M) – loan will secure funds for the completion of a) Gateway Acres Sub WW Collection System project b) Fresno Ranchos Sub LS and FM project, and c) CoA WWTP Expansion project...Received estimated cost information from CoA regarding the WWTP Expansion project, which information is currently under review
  - FBC CDBG Funds...will apply once Gateway Acres Subdivision WW Plumbing project is underway...applications for funds are typically received in March of each year

**(d) Projections for District Water and Wastewater Projects**

- request Board approval to update information every January and July

**(e) Discuss Emergency Preparedness Plan and take any necessary action related thereto**

- review EPP in April each year to determine if any updates are required

**(f) Status of Non-Residential Applications for Water Service –**

<b>Connections Pending</b>	
<b>Stop N’ Grubb (Mobile Food Truck at 3502 Jan Street)</b>	
- EDP to provide update regarding connection...per EDP, tap letter provided to customer	
<b>St. Peters &amp; St. Pauls Orthodox Church of Houston (3114 Illinois St)</b>	



- EDP to provide update regarding connection...per EDP, tap letter provided to customer. EDP has set the tap and meter
--

<b>Processing Application</b>	
<b>Fresno Food Mart (1293 Trammel Fresno Road)</b>	
- received updated drawings from customer and provided additional comments for them to resolve on 09/12/19...original application date of 12/11/18...customer is still working with FBC Engineering and Drainage regarding their plans, including the approval of their on-site wastewater treatment system...customer anticipated full approval of these plans by the end of this year, but plan had to be reworked and this application will need to be resubmitted by customer	
<b>St. James Knanaya Church (Ave C)</b>	
- waiting for customer to provide plumber's info	
<b>Quality Paint and Body (Pecan Street)</b>	
- waiting for customer to provide plumber's info. Has provided final drawings to Jacobs	
<b>General Office Space (514 Pecan Street)</b>	
- waiting for customer to provide plumber's info	

**Status of Non-Residential Applications for Wastewater Service –**

<b>Processing Application</b>	
<b>Quality Paint and Body (Pecan Street)</b>	
- waiting for customer to provide plumber's info	
<b>General Office Space (514 Pecan Street)</b>	
- waiting for customer to provide plumber's info	

Mr. Dybala next discussed with the Board the detached building located at 514 Pecan Street owned by Mr. Coyle. Mr. Dybala stated that during the initial walkthrough for the plumbing project, Jacobs discovered this building and it matched the address used for Mr. Coyle's business. A visual inspection revealed a potential work area. Mr. Coyle has stated he does not use this property for his business, but for guests and his own personal use. The Board noted fees for commercial connections are higher than residential per the District's rate order, but also noted businesses operating out of residential connections is not permitted. Mr. Dybala reminded the Board that he and Mr. Coyle walked through the separate uses permitted for commercial and residential classifications. The Board discussed other options instead of changing the classification, and Mr. Dybala confirmed Mr. Coyle's well has already been plugged and that wells cannot be unplugged. Mr. Downum informed the Board that the cost estimate of approximately \$12,000 for a commercial building is only an estimate and will be revised after submission of plans. Mr. Dybala stated that a ¾" line and meter, and a short side tap would be sufficient; and a sanitary sewer lead already terminates at the tie in location. Mr. Dybala noted he will provide the plumbing layout to Mr. Downum for more specific pricing for Mr. Coyle.

**(g) Trammel Fresno Road Widening Project**

- update from EDP and DA regarding payment being received from roadway contractor as a result to them damaging District waterline. In connection therewith, Mr. Downum confirmed this account was turned over to collections.

**(h) Potential Emergency Water Interconnect with BCMUD21**

- conducted phone conversation with LJA (Bill Ehler), engineer for BCMUD21, on December 2016 regarding potential emergency water interconnect between our districts

- possible location for interconnect would be at east end of Renfro Burford Road
- BCMUD21 would be interested in pursuing interconnect (50/50 cost split) once FBCFWS#1 completes its 2<sup>nd</sup> Water Plant

- (i) **Emergency Water Interconnect with Charleston MUD** – Waiting for CoA to provide status of project and to provide District record drawings once project has been constructed...DA to discuss any new updates on this matter resulting from letter sent to CoA
- (j) **Status of New CoA WP** – CoA anticipates water plant being completed by mid-2022
- (k) **Status of CoA WWTP Expansion Project (increasing capacity from 0.675 MGD to 0.95 MGD...the District would be receiving an additional 100,000 GPD through this expansion)** – Per DA’s conversation with Llarance Turner of CoA in December 2020, the construction package for this project should be completed 2/3Q of 2021 and construction of the project should start at the end of 2021 and be completed by the end of 2022...CoA still needs to provide the District a letter documenting all of this, as well as, what the District will owe for this expansion project
- (l) **FM521 Roadway Widening Project** – 30% Utility Coordination meeting was conducted on November 12<sup>th</sup>...new roadway configuration within District will be a 4 lane, divided roadway with raised median, curb and gutter, with underground storm sewer lines, side swales, and sidewalk...it is anticipated that the roadway design plans will be completed in May 2021 and the project will be under construction in May 2023...Jacobs currently reviewing roadway plans provided to determine locations of District waterlines and force main that need to be relocated

Upon motion made by Supervisor Medina, and seconded by Supervisor Carreon, and after full discussion, the Board voted unanimously to approve (i) the Engineer’s Report, (ii) the inspection proposal from Preventive Services for \$8,900.00, and (iii) the material testing proposal from Terracon for \$28,074.00.

**7. OPERATOR’S REPORT/TERMINATION OF SERVICE**

Next the Board recognized Mr. Downum, who submitted to and reviewed with the Board the Operator’s Report, a copy of which is on file in the official records of the District.

**A. Repairs to Water and Wastewater systems**

Mr. Downum reported substantial system repairs and maintenance as follows:

- Installed residential taps and meters at three locations;
- Completed installation of tap and meter for St. Paul’s Church;
- Cleared sewage backup from plugged system;
- Performed annual chlorinator PM on equipment at the water plant;
- Repaired a leaking service line; and
- Repaired a sanitary sewer line.

Mr. Downum reported the installation of the third lift pump at lift station #1 was in process.

**B. Requests for Water Taps**

Mr. Downum did not report any requests at this time.

**C. Delinquent Water Accounts and Service Terminations**

Mr. Downum provided a list of customers that received a delinquent letter by mail and are subject to disconnection of service.

Upon a motion duly made by Supervisor Carreon, seconded by Supervisor Casher, and after full discussion, the Board voted unanimously to (i) approve the Operator’s Report, repairs to the water and wastewater system, and the account termination list.

**8. ATTORNEY’S REPORT**

The Board recognized Mr. Willis, who presented the Attorney’s report as follows:

**A. Approval of Minutes**

The proposed minutes of the meeting held on November 17, 2020 were presented for approval.

**B. Discuss Regional Facilities Contract**

Mr. Willis noted the amendment of the contract with COA, as discussed at previous meetings, is in process.

**C. Approve Resolution Regarding Eminent Domain**

Mr. Willis next presented to and reviewed with the Board a proposed Resolution Authorizing Filing with Comptroller of Public Accounts of State of Texas Documentation of Eminent Domain Authority and recommended approval of said resolution. Mr. Willis noted that Texas law requires governmental entities with eminent domain authority to report annually to the Comptroller certain information relating to the District’s eminent domain authority.

Upon motion by Supervisor Medina, seconded by Supervisor Casher, the Board voted unanimously to (i) approve the minutes of the meeting held on November 17, 2020, subject to inclusion of comments from Supervisor Rodrigo, and (ii) adopt the Resolution Authorizing Filing with Comptroller of Public Accounts of State of Texas Documentation of Eminent Domain Authority.

**9. REGIONAL PLANT COMMITTEE REPORT**

Supervisor Hamilton then presented the Regional Plant Committee Report.

Upon a motion made by Supervisor Casher, seconded by Supervisor Medina, and after full discussion, the Board voted unanimously to approve the Regional Plant Committee Report.

**10. HEAR FROM THE PUBLIC.**

At this time, the Board recognized Mr. Coyle and discussed reviewing the classification of the detached building on his property at the next meeting, after Mr. Coyle has received the updated cost estimate from EDP. Supervisor Rodrigo also suggested Mr. Coyle submit proof of use of the detached building as residential, such as CAD records, to the Board for its review.

There being no further business to come before the Board, upon a motion duly made and seconded, the Board voted unanimously to adjourn.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]**

PASSED, ADOPTED, and APPROVED this \_\_\_\_\_.

\_\_\_\_\_  
Secretary

[SEAL]

**Fresno Freshwater 1 Wastewater Treatment Plant  
November 20, 2020 Through December 21, 2020 Summary  
January 21, 2021**

The treatment plant operation information was received by Paul Hamilton from John Montgomery with Municipal Operations & Consultants.

WWTP Operations Report:

During the month of December 2020 per the attached MOC monthly report, the WWTP was operating at 36% of the 0.675 MGD permit capacity and was operating within permit parameters. Arcola had 19% inflow and Freshwater-1 had 17% inflow. The plant average daily flow was 240,753 gallons. During the month total plant inflow (10/31/2020-11/30/2020) was 7,222,600 gallons. The daily plant peak flow was 936,200 gallons. The total rainfall for the month of November was 4.5 inches.

WWTP Discharge Monitoring Report:

The November 2020 Discharge Monitoring Report (DMR) did not reflect any parameter exceedances. A copy of the DMR is attached.

Operations Expenses

The WWTP total expenses from October 27 , 2020 to November 25, 2020 was \$ 2,948.38. \$1000.00 for MOC monthly services plus \$ 1,948.38 for ancillary supplies and activities. See attached expense sheets, back 5 pages of the report package.

*Paul Hamilton*

FBFW1 Supervisor & Treatment Plant Liaison



# Municipal Operations & Consulting, Inc.

## MONTHLY OPERATIONS REPORT FOR THE CITY OF ARCOLA

December, 2020

TOTAL CONNECTION COUNT: 746  
 SEWER ONLY BILLED: 253  
 WATER/SEWER BILLED: 348  
 VACANTS: 145

BILLING PERIOD: 11/20/20 - 12/21/20

FWSD 1 - Previous Read 147,618,000  
 Read Date: 12/21/20 150,377,000  
 Total Gallons Pumped: 2,759,000  
 Water received from FB 141 0  
 Water supplied to FB 141 0  
 Gallons Billed 2,383,000  
 Leaks and Flushing 170,000  
 Pumped vs Billed 93%

Notes:

	Penalty	Tap Fee	Sewer	Water	NFBWA	TCEQ	Misc.	Deposit	TOTAL
REVENUE:	\$150.21	\$0.00	\$24,164.43	\$20,482.54	\$9,448.34	\$0.00	\$643.13	\$150.00	\$55,038.65

### WASTEWATER TREATMENT PLANT

T.C.E.Q. Permit Number: TX0102385  
 Permit expiration date: January, 2024

#### November, 2020

	November, 2020	Permitted	Measured by:
Average daily flow	240,753	Daily Flow	675,000 gal.per day
Average CBOD	3.95	CBOD	10 lbs/day
Average Total Suspended Solids	1.01	T.S.S.	15 mg/l
Average Ammonia Nitrogen	0.005	Ammonia Nitrogen	3 mg/l
Average PH	7.54	PH	6.00 - 9.00 STD UNIT
Average Dissolved Oxygen	7.24	Dissolved Oxygen	4.0 mg/l
E. coli	1.00	E. coli	126.0 mpn/100 ml

Total Rainfall 4.50"  
 Average daily flow - FS #1 127,307  
 FS #1 Flow 19%  
 Arcola Flow 17%  
 Sewer Treatment plant is currently operating at 36% of the permitted capacity

### Sewer Treatment Plant/Lift Station - Notes

# City of Arcola Sewage Treatment Plant

## November-20

	Flow Reading	Total Gallons x100	2hr Peak	CL <sub>2</sub> Res.	Mag. Res.	Final CL <sub>2</sub>	Sample Temp	%Solids SV - 30	Sludge Blanket	Waste Time	Bleach Total Used	Rainfall (Inches)
10/31/2020	7468437		35	2.3	0.11		3			0	20	0
11/1/2020	7470371	1934	20	2.1	0.09	2.01	3			40	20	0
11/2/2020	7472339	1968	22	2.6	0.1	2.5	3			40	20	0
11/3/2020	7473825	1486	18	2.4	0.13	2.27	3	20	5	0	20	0
11/4/2020	7475785	1960	31	2.2	0.11	2.09	3			40	20	0
11/5/2020	7477423	1638	33	2.3	0.12	2.18	3	18	5	0	20	0
11/6/2020	7479460	2037	25	3.1	0.1	3	3			40	20	0
11/7/2020	7480821	1361	18	2.8	0.11	2.69	3			0	20	0
11/8/2020	7482620	1799	15	2.6	0.13	2.47	3			40	20	0
11/9/2020	7484873	2253	11	2.4	0.15	2.25	3			40	20	0
11/10/2020	7486476	1603	35	2.9	0.12	2.78	3	20	5	0	20	0
11/11/2020	7488841	2366	36	2.6	0.08	2.52	3			40	20	0
11/12/2020	7490547	1706	34	2.8	0.12	2.68	3	22	5	0	20	0
11/13/2020	7492508	1961	28	2.3	0.1	2.2	3			40	20	0
11/14/2020	7494022	1514	29	2.4	0.11	2.29	3			0	20	0
11/15/2020	7495806	1784	25	2.5	0.09	2.41	3			40	20	0
11/16/2020	7497849	2043	18	2.2	0.13	2.07	3			0	20	0
11/17/2020	7499644	1795	35	2.6	0.15	2.45	3	20	5	40	20	0
11/18/2020	7501350	1706	26	2.4	0.11	2.29	3			0	20	0
11/19/2020	7503137	1787	31	2.7	0.12	2.58	3	18	5	40	20	0
11/20/2020	7504835	1698	32	2.9	0.1	2.8	3	18		40	20	0
11/21/2020	7506598	1763	20	3	0.13	2.87	3			0	20	0
11/22/2020	7508624	2028	29	3.1	0.11	2.99	3			40	20	0
11/23/2020	7510695	2071	40	3.2	0.09	3.11	3			0	20	0
11/24/2020	7512477	1782	18	3.3	0.15	3.15	3	21	5	40	20	0
11/25/2020	7514379	1902	38	3.1	0.1	3	3			0	20	0
11/26/2020	7516001	1622	30	3	0.12	2.88	3			40	20	0
11/27/2020	7518068	2067	31	3.2	0.11	3.09	3			0	20	0
11/28/2020	7523446	5378	70	4	0.09	3.91	3			40	20	3
11/29/2020	7533078	9632	55	3.6	0.12	3.48	3			40	20	1.5
11/30/2020	7540663	7585	60	3.4	0.1	3.3	3			40	20	0

<b>Total Flow Gallons:</b>	7,222,600			<b>Min. Cl<sub>2</sub></b>	2.01					<b>Total CL<sub>2</sub>:</b>	820
<b>Daily Average(0.5 MGD):</b>	240,753			<b>Max. Cl<sub>2</sub></b>	3.91					<b>Total Daily Avg CL<sub>2</sub>:</b>	20
<b>Daily Peak Flow:</b>	963,200		11/29/2020								
<b>2 Hour Peak In GPM (1389):</b>	729									<b>Total Rainfall:</b>	4.50

Supervising Operator: \_\_\_\_\_ James Durgens \_\_\_\_\_ Supervisor Signature: \_\_\_\_\_

Supervisor License #: \_\_\_\_\_ WW0061603 (B) \_\_\_\_\_ Date: \_\_\_\_\_



### Edit DMR

Collapse Header

**Permit**  
**Permit ID:** TX0102385 **Major:**  
**Permittee:** ARCOLA, CITY OF **Permittee Address:** 13222 HWY 6  
**Facility:** CITY OF ARCOLA WWTP **Facility Location:** ARCOLA, TX 77583  
**Permitted Feature:** 001 - External Outfall **Discharge:** A - DOMESTIC FACILITY - 001  
**Report Dates & Status**  
**Monitoring Period:** From 11/01/20 to 11/30/20 **DMR Due Date:** 12/20/20  
**Status:** NetDMR Validated  
**Principal Executive Officer**  
**First Name:** **Last Name:**  
**Title:** **Telephone:**

**No Data Indicator (NODI)**  
**Form NODI:**

Code	Parameter Name	NODI	Quantity or Loading		Units	Quality or Concentration			Units	# of Ex.	Freq. of Analysis	Smpl. Type	
			Value 1	Value 2		Value 1	Value 2	Value 3					
00300	Oxygen, dissolved [DO]	Smpl.				=	7.24		mg/L	0	01/07	GR	
	1 - Effluent Gross												
	Season: 0	Req.				>=4.0	Monthly Minimum		Milligrams per Liter		Weekly	GRAB	
	NODI:	NODI											
00400	pH	Smpl.				=	7.27		SU	0	01/07	GR	
	1 - Effluent Gross												
	Season: 0	Req.				>=6.0	Minimum		Standard Units		Twice Per Month	GRAB	
	NODI:	NODI											
00530	Solids, total suspended	Smpl.	<	1.6	lb/d		<	1.01			0	01/07	CS
	1 - Effluent Gross												
	Season: 0	Req.	<=84.0	Daily Average	Pounds per Day		<=15.0	Daily Average				Weekly	COMPOS
	NODI:	NODI											
00610	Nitrogen, ammoniatotal [as N]	Smpl.	<	0.0806	lb/d		<	0.0509			0	01/07	CS
	1 - Effluent Gross												
	Season: 0	Req.											

Code	Parameter Name	NODI	Quantity or Loading		Units	Quality or Concentration			Units	# of Ex.	Freq. of Analysis	Smpl. Type
			Value 1	Value 2		Value 1	Value 2	Value 3				
Season: 0		Req.	<= 17.0 Daily Average		Pounds per Day	<= 3.0 Daily Average	<= 10.0 Daily Maximum		Milligrams per Liter		Weekly	COMPOS
NODI:		NODI										
50050	Flow, in conduit or thru treatment plant	Smpl.	= 0.240753	= 0.9632	MGD					0	99/99	TM
1 - Effluent Gross												
Season: 0		Req.	<= 0.675 Daily Average	Req Mon Daily Maximum	Million Gallons per Day						Continuous	TOTALZ
NODI:		NODI										
50060	Chlorine, total residual	Smpl.				= 2.01	= 3.91		mg/L	0	01/01	GR
1 - Effluent Gross												
Season: 0		Req.				>= 1.0 Monthly Minimum	<= 4.0 Monthly Maximum		Milligrams per Liter		Daily	GRAB
NODI:		NODI										
50040	E. coli	Smpl.				< 1.0	< 1.0		MPN/100mL	0	02/30	GR
1 - Effluent Gross												
Season: 0		Req.				<= 126.0 Daily Average	<= 399.0 Daily Maximum		Most Probable Number (MPN) per 100ml		Twice Per Month	GRAB
NODI:		NODI										
70295	Solids, total dissolved	Smpl.	= 1980.0		lb/d	= 1250.0	= 2000.0		mg/l.	0	01/07	CS
1 - Effluent Gross												
Season: 0		Req.	Req Mon Daily Average		Pounds per Day	Req Mon Daily Average	Req Mon Daily Maximum		Milligrams per Liter		Weekly	COMPOS
NODI:		NODI										
80082	BOD, carbonaceous [5 day, 20 C]	Smpl.	= 6.25		lb/d	= 3.95	= 5.09		mg/L	0	01/07	CS
1 - Effluent Gross												
Season: 0		Req.	<= 56.0 Daily Average		Pounds per Day	<= 10.0 Daily Average	<= 25.0 Daily Maximum		Milligrams per Liter		Weekly	COMPOS
NODI:		NODI										

**Edit Check Errors**

No results.

**DMR Comments**

INTERIN II PHASE EFFECTIVE NOVEMBER 11, 2019 AND LASTING THROUGH COMPLETION OF EXPANSION TO THE 0.95 MGD FACILITY.

**Comments**

**Attachments**

No results.



27316 Spectrum Way  
 Oak Ridge, TX 77385  
 Phone: (281) 367-5511  
 Fax: (281) 367-5517

1825 N Mason Rd  
 Katy, TX 77449  
 Phone: (281) 347-8686

**City of Arcola  
 Bookkeeper Invoice Log (SP)**

**December 2020**

Invoice Date	Invoice #	Vendor	Service/Mdse.	Used At	Invoice Total
6-Aug	2004302	NWDLS	Lab Fees	SP	\$ 1,052.50
30-Nov	211859	BMI	Sludge Haul	SP	\$ 2,145.00
9-Dec	2007070	NWDLS	Lab Fees	SP	\$ 935.00
14-Dec	238169	NAPCO Chemical Company	Chemicals	SP	\$ 3,094.00
1-Jan		Municipal Operations & Consulting, Inc.	Wastewater Operations	SP	\$ 2,948.38



North Water District Laboratory Services, Inc.  
 130 South Trade Center Parkway  
 Conroe, TX 77385

# INVOICE

Date	Invoice No.
08/06/2020	2004302-Municipal Operations and Consulting

**PO Number:**  
**Terms:** 30.00  
**Remit Due Date:** 09/07/2020  
**Page:** Page 1 of 1

**Invoice To:** Accounts Payable  
 Municipal Operations and Consulting  
 27316 Spectrum Way  
 Oak Ridge, TX 77385

**Samples Received from: 07/01/2020 through 07/31/2020**

**Project:** City of Arcola - Non Potable - Weekly Thurs, City of Arcola - Non Potable - Bi Monthly 1, City of Arcola - Non Potable - Weekly - Fri, City of Arcola - Non Potable - Bi Monthly 2, City of Arcola - Fees  
**Project Manager:** Deena Higginbotham  
**Project Number:** 387  
**Work Order(s):** 20G0541, 20G0542, 20G0543, 20G0544, 20G0959, 20G2059, 20G2818, 20G3438, 20G4513, 20G4745

Analysis/Description	Matrix	Qty	Unit Cost	Extended Cost
CBOD-5210	Aqueous	5	\$22.50	\$112.50
DMR Flows	Aqueous	5	\$0.00	\$0.00
DO Field	Aqueous	5	\$10.00	\$50.00
MLSS-2540	Aqueous	2	\$20.00	\$40.00
NELAP Admin Fee	Aqueous	1	\$10.00	\$10.00
netDMR EDD Upload and Final Report	Aqueous	1	\$25.00	\$25.00
NH3-N SEAL-350.1	Aqueous	5	\$20.00	\$100.00
pH Field	Aqueous	5	\$10.00	\$50.00
RBOD-5210	Aqueous	4	\$22.50	\$90.00
RNH3-N SEAL-350.1	Aqueous	4	\$20.00	\$80.00
RTSS-2540	Aqueous	4	\$20.00	\$80.00
TC EC-9223	Aqueous	2	\$50.00	\$100.00
TDS-160.1	Aqueous	5	\$20.00	\$100.00
TSS-2540	Aqueous	5	\$20.00	\$100.00
VSS-160.4	Aqueous	2	\$20.00	\$40.00
Weekday Collection	Aqueous	5	\$15.00	\$75.00

**Invoice Total: \$1,052.50**

**Thank you for being our customer! Don't forget, NWDLS is accredited to do bio-monitoring.**

**Remit To:** Accounts Receivable  
 North Water District Laboratory Services, Inc.  
 130 South Trade Center Parkway  
 Conroe, TX 77385  
 Tel: 936 321 6060

**Thank you for being our customer! Don't forget, NWDLS is accredited to do bio-monitoring.**

BMI - Biosolids Management  
 a division of K-3 Resources, LP  
 P.O. Box 2236  
 Alvin, TX 77512

# Invoice

(281) 585-2817

DATE	INVOICE NO.
11/30/2020	211859

BILL TO
Municipal Operations & Consulting City of Arcola P.O. Box 1689 Spring, TX 77383-1689

SEND PAYMENT TO
K-3 Resources, LP P.O. Box 2236 Alvin, Texas 77512

P.O. NO.	TERMS	PLANT
	Net 30	ARCOLA

Date	Manifest	Description	QTY/HRS	Rate	Amount
11/18/2020	259787	Liquid Haul	6,500	0.055	357.50
	260711	Liquid Haul	6,500	0.055	357.50
11/19/2020	259788	Liquid Haul	6,500	0.055	357.50
	259789	Liquid Haul	6,500	0.055	357.50
	260712	Liquid Haul	6,500	0.055	357.50
	260713	Liquid Haul	6,500	0.055	357.50
		12/2 EMAILED AW			
			<b>Total</b>		<b>\$2,145.00</b>



North Water District Laboratory Services, Inc.  
 130 South Trade Center Parkway  
 Conroe, TX 77385

# INVOICE

Date	Invoice No.
12/09/2020	2007070-Municipal Operations and Consulting

**PO Number:**  
**Terms:** 30.00  
**Remit Due Date:** 01/08/2021  
**Page:** Page 1 of 1

**Invoice To:** Accounts Payable  
 Municipal Operations and Consulting  
 27316 Spectrum Way  
 Oak Ridge, TX 77385

**Samples Received from: 11/02/2020 through 11/25/2020**

**Project:** City of Arcola - Non Potable - Weekly Thurs, City of Arcola - Non Potable - Bi Monthly 1, City of Arcola - Non Potable - Weekly - Fri, City of Arcola - Non Potable - Bi Monthly 2, City of Arcola - Fees  
**Project Manager:** Deena Higginbotham  
**Project Number:** 387  
**Work Order(s):** 20K0334, 20K0335, 20K0336, 20K0337, 20K1607, 20K2287, 20K3163, 20K3574, 20K4078

Analysis/Description	Matrix	Qty	Unit Cost	Extended Cost
CBOD-5210	Aqueous	4	\$22.50	\$90.00
DMR Flows	Aqueous	4	\$0.00	\$0.00
DO Field	Aqueous	4	\$10.00	\$40.00
MLSS-2540	Aqueous	2	\$20.00	\$40.00
NELAP Admin Fee	Aqueous	1	\$10.00	\$10.00
netDMR EDD Upload and Final Report	Aqueous	1	\$25.00	\$25.00
NH3-N SEAL-350.1	Aqueous	4	\$20.00	\$80.00
pH Field	Aqueous	4	\$10.00	\$40.00
RBOD-5210	Aqueous	4	\$22.50	\$90.00
RNH3-N SEAL-350.1	Aqueous	4	\$20.00	\$80.00
RTSS-2540	Aqueous	4	\$20.00	\$80.00
TC EC-9223	Aqueous	2	\$50.00	\$100.00
TDS-160.1	Aqueous	4	\$20.00	\$80.00
TSS-2540	Aqueous	4	\$20.00	\$80.00
VSS-160.4	Aqueous	2	\$20.00	\$40.00
Weekday Collection	Aqueous	4	\$15.00	\$60.00

**Invoice Total: \$935.00**

**Thank you for being our customer! Don't forget, NWDLS is accredited to do bio-monitoring.**

**Remit To:** Accounts Receivable  
 North Water District Laboratory Services, Inc.  
 130 South Trade Center Parkway  
 Conroe, TX 77385  
 Tel: 936 321 6060

**Thank you for being our customer! Don't forget, NWDLS is accredited to do bio-monitoring.**



# Invoice



**NAPCO**  
CHEMICAL COMPANY  
*Customized Water Treatment Solutions*

PO Box 1239  
Spring, TX 77383  
Phone: (281) 651-6800


Invoice No.	238169
Customer No.	002788

**Bill To**

Municipal Operations & Consulting, Inc  
P.O. Box 1689  
Spring, TX 77383-1689

**Ship To**

City of Arcola STP  
5921 FM 521  
MOC  
Arcola, TX 77583

Invoice Date	Order Date	SO Number	Order By	Customer PO Number	Payment Method	
12/14/2020	12/10/2020		Jud	47625	Net 30	
<b>Ship Via</b>		<b>F.O.B.</b>		<b>Salesperson</b>		
				JPR		
Ship Qty	Item Number - Description				Unit Price	Extend Price
2,380.00 00	NAP-BLEACH-BULK UOM: GAL Hypochlorite solutions (Sodium Hypochlorite) - bulk Remarks: Napco Bleach 12.5% Class 8 UN1791 PKG III, RQ, Corrosive DOT-E 12412 (NAPCO 12.5% Bleach) Certified to NSF ANSI Std. 60 MUL 70 mg/L Lot # - 2020-3270 - del: 12/09/20				1.3000	3,094.00
						

Print Date	12/14/20
Print Time	02:34 PM
Page No.	1
Printed by:	Dclem

Total Paid	0.00
Previous Balance	0.00
Due Date	01/13/21

Subtotal	3094.00
Invoice Total	3094.00

		<u>Wastewater Plant</u>					
10/27	5925 FM 521	Purchased chemicals for facility use; chlorine.	Foreman	0.5	\$ 35.00	\$ 17.50	
			Utility Truck	0.5	\$ 18.00	\$ 9.00	\$ 26.50
10/30	5925 FM 521	Checked filters and oil level on blowers.	Foreman	1.0	\$ 35.00	\$ 35.00	
			Supervisor	1.0	\$ 40.00	\$ 40.00	
			Utility Truck	2.0	\$ 18.00	\$ 36.00	\$ 111.00
11/02	5925 FM 521	Cleaned and pulled rags from aeration basin.	Foreman	1.0	\$ 35.00	\$ 35.00	
			Supervisor	2.5	\$ 40.00	\$ 100.00	
			Utility Truck	3.5	\$ 18.00	\$ 63.00	\$ 198.00
11/03	5925 FM 521	Cleaned stilling well.	Foreman	1.0	\$ 35.00	\$ 35.00	
			Utility Truck	1.0	\$ 18.00	\$ 18.00	\$ 53.00
11/03	5925 FM 521	Responded to auto dialer call out regarding power failure; upon arrival, found power restored. Reset auto dialer.	Foreman	0.5	\$ 35.00	\$ 17.50	
			Utility Truck	0.5	\$ 18.00	\$ 9.00	\$ 26.50
11/04	5925 FM 521	Troubleshoot issue with return pump and blower not operating properly; reset pump and restored to proper operation, and found issue with coupling in need of replacement on blower. Scheduled repairs.	Foreman	0.5	\$ 35.00	\$ 17.50	
			Supervisor	4.0	\$ 40.00	\$ 160.00	



Date	Service Location	Work Description	Material/Labor Cost				Job Total
			Labor/Equip	Qty	Rate	Amount	
11/04	5925 FM 521	Greased blowers and checked filters. Contacted contractor to schedule repairs to coupling.	Utility Truck	4.5	\$ 18.00	\$ 81.00	\$ 258.50
			Foreman	1.5	\$ 35.00	\$ 52.50	
			Utility Truck	1.5	\$ 18.00	\$ 27.00	
11/04	5925 FM 521	Cleaned stilling well.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 79.50
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/05	5925 FM 521	Pulled sample from facility headworks.	Foreman	1.5	\$ 35.00	\$ 52.50	\$ 122.50
			Laborer	1.0	\$ 25.00	\$ 25.00	
			Utility Truck	2.5	\$ 18.00	\$ 45.00	
11/06	5925 FM 521	Swept and cleaned facility buildings and collected trash.	Foreman	0.5	\$ 35.00	\$ 17.50	\$ 26.50
			Utility Truck	0.5	\$ 18.00	\$ 9.00	
11/09	5925 FM 521	Cleaned and pulled rags from aeration basin.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/09	5925 FM 521	Gathered information on repairs needed to trash shoot leading to dumpster.	Supervisor	1.0	\$ 40.00	\$ 40.00	\$ 58.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/10	5925 FM 521	Exercised generator.	Foreman	0.5	\$ 35.00	\$ 17.50	\$ 26.50
			Utility Truck	0.5	\$ 18.00	\$ 9.00	
11/10	5925 FM 521	Greased blowers, and checked filters and oil levels.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	

Date	Service Location	Work Description	Material/Labor Cost				Job Total
			Labor/Equip	Qty	Rate	Amount	
11/11	5925 FM 521	Made repairs to bar screen dump shoot.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 391.88
			Foreman-OT	0.5	\$ 52.50	\$ 26.25	
			Supervisor	4.0	\$ 40.00	\$ 160.00	
			Supervisor-OT	0.5	\$ 60.00	\$ 30.00	
			Utility Truck	6.0	\$ 18.00	\$ 108.00	
			Materials			\$ 32.63	
11/11	5925 FM 521	Cleaned stilling wells.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 96.00
			Laborer	1.0	\$ 25.00	\$ 25.00	
			Utility Truck	2.0	\$ 18.00	\$ 36.00	
11/12	5925 FM 521	Swept control building and collected trash throughout facility.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/12	5925 FM 521	Pulled sample from facility headworks.	Foreman	1.5	\$ 35.00	\$ 52.50	\$ 79.50
			Utility Truck	1.5	\$ 18.00	\$ 27.00	
11/13	5925 FM 521	Cleaned chlorine contact chamber.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/13	5925 FM 521	Swept and cleaned facility buildings and collected trash.	Foreman	0.5	\$ 35.00	\$ 17.50	\$ 26.50
			Utility Truck	0.5	\$ 18.00	\$ 9.00	
11/16	5925 FM 521	Cleaned and pulled rags from aeration basin.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	

Date	Service Location	Work Description	Material/Labor Cost				Job Total
			Labor/Equip	Qty	Rate	Amount	
11/16	5925 FM 521	Cleaned around dumpster.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/16	5925 FM 521	Cleaned clarifier.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 96.00
			Laborer	1.0	\$ 25.00	\$ 25.00	
			Utility Truck	2.0	\$ 18.00	\$ 36.00	
11/17	5925 FM 521	Greased and changed filters on blowers.	Foreman	1.5	\$ 35.00	\$ 52.50	\$ 137.50
			Supervisor	1.0	\$ 40.00	\$ 40.00	
			Utility Truck	2.5	\$ 18.00	\$ 45.00	
11/18	5925 FM 521	Cleaned stilling wells.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/18	5925 FM 521	Cleaned chlorine contact chamber.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/18	5925 FM 521	Cleaned stilling well.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/19	5925 FM 521	Exercised generator.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/19	5925 FM 521	Pulled sample from facility headworks.	Foreman	2.0	\$ 35.00	\$ 70.00	\$ 222.00
			Supervisor	2.0	\$ 40.00	\$ 80.00	
			Utility Truck	4.0	\$ 18.00	\$ 72.00	

Date	Service Location	Work Description	Material/Labor Cost				Job Total
			Labor/Equip	Qty	Rate	Amount	
11/20	5925 FM 521	Swept and cleaned facility buildings and collected trash.	Foreman	0.5	\$ 35.00	\$ 17.50	\$ 26.50
			Utility Truck	0.5	\$ 18.00	\$ 9.00	
11/23	5925 FM 521	Cleaned and pulled rags from aeration basin.	Foreman	1.0	\$ 35.00	\$ 35.00	\$ 53.00
			Utility Truck	1.0	\$ 18.00	\$ 18.00	
11/24	5925 FM 521	Exercised generator.	Foreman	0.5	\$ 35.00	\$ 17.50	\$ 26.50
			Utility Truck	0.5	\$ 18.00	\$ 9.00	
11/24	5925 FM 521	Pulled sample from facility headworks.	Foreman	1.5	\$ 35.00	\$ 52.50	\$ 144.00
			Laborer	1.5	\$ 25.00	\$ 37.50	
			Utility Truck	3.0	\$ 18.00	\$ 54.00	
11/25	5925 FM 521	Checked filters and oil levels on blowers.	Foreman	1.5	\$ 35.00	\$ 52.50	\$ 79.50
			Utility Truck	1.5	\$ 18.00	\$ 27.00	
		<b>Total Wastewater Plant</b>			<b>\$2,948.38</b>		

**FIFTH AMENDMENT TO REGIONAL FACILITIES CONTRACT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

THIS Fifth Amendment to Regional Facilities Contract (this “Amendment”) is made and entered into as of \_\_\_\_\_, 2021 by and between FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, a body politic and corporate and governmental agency of the State of Texas, operating under the provisions of Chapters 49 and 53, Texas Water Code, as amended, and Article XVI, Section 59 of the Constitution of the State of Texas (the “District”), and the CITY OF ARCOLA, TEXAS, a general law city operating under the Texas Government Code, as amended (the “City”).

RECITALS:

WHEREAS, the District and the City have entered into that certain Regional Facilities Contract (the “Original RFC”), dated August 18, 2005, Exhibit C of which, among other things, details the City’s participation and capacity in the Regional Water System, as defined therein;

WHEREAS, the District and the City have amended the Original RFC by that certain First Amendment, dated April 11, 2006 (the “First Amendment”), that certain Second Amendment, dated September 25, 2012 (the “Second Amendment”), that certain Third Amendment, dated December 20, 2012 (the “Third Amendment”), and that certain Fourth Amendment, dated March 28, 2016 (the “Fourth Amendment”) (the Original RFC, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment referred to collectively herein as the “RFC”);

WHEREAS, Exhibit C, Section C1 of the RFC defines SFE as “the quantity of Water necessary to serve a single-family equivalent connection (based on 410 gallons per average day each) plus fire flows, lost water, etc.”;

WHEREAS, the City owns capacity in the Regional Water System equivalent to 500 SFEs;

WHEREAS, Section 290.45 (D)(i) of the Texas Administrative Code requires that the Regional Water System have well capacity of 0.6 gallons per minute (“gpm”) per connection;

WHEREAS, the Regional Water System has well capacity of 0.6 gpm per connection, inclusive of the capacity owned by the City; and

WHEREAS, the District and the City desire to amend the RFC to clarify that the definition of SFE therein does not limit the required well capacity for each connection below the minimum requirement of 0.6 gpm per connection.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, benefits and obligations hereinafter set forth, the District and the City hereby agree as follows:

**A.**     Definition of SFE: Exhibit C, Section C1 of the RFC is hereby amended to read in its entirety:

“SFE” means the quantity of Water necessary to serve a single-family equivalent connection (based upon an average usage per SFE of 410 gallons per day) plus fire flows, lost water, etc. Notwithstanding this definition, used for the purpose of accounting for connections in the Regional Water System, it is understood, and the parties agree, that the Regional Water System has allocated well capacity of 0.6 gallons per minute per SFE.

**B.**     Effect of Amendment: This Amendment is intended to modify the provisions of the RFC only to the extent expressly set forth herein. This Amendment evidences the mutual understanding of the parties hereto only to those certain matters relating to the RFC, and to the extent expressly set forth herein. All other terms, covenants, provisions, agreements, and conditions set forth in the RFC are hereby ratified and confirmed, excepts as expressly hereby modified.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written herein.

DISTRICT:

FORT BEND COUNTY FRESH WATER  
SUPPLY DISTRICT NO. 1

\_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Supervisors

(SEAL)

CITY:

CITY OF ARCOLA, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

(SEAL)

**CERTIFICATE FOR ORDER AMENDING AND RESTATING RATE ORDER; ADOPTING RULES AND REGULATIONS; ADOPTING A DROUGHT CONTINGENCY PLAN; ADOPTING A WASTE ORDINANCE; ESTABLISHING CERTAIN OTHER POLICIES; AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF**

**THE STATE OF TEXAS** §  
**COUNTY OF FORT BEND** §  
**FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1** §

We, the undersigned officers of the Board of Supervisors (the "Board") of Fort Bend County Fresh Water Supply District No. 1 ("District"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on January 21, 2021, via video and telephonic conference pursuant to the March 16, 2020, Declaration by the Governor of the State of Texas, which allows governmental bodies to conduct meetings by telephone or video conference. The roll was called of the members of the Board, to-wit:

<b>Paul Hamilton</b>	<b>President</b>
<b>Rosa Linda Medina</b>	<b>Vice President</b>
<b>Calvin Casher</b>	<b>Secretary</b>
<b>Rodrigo Carreon</b>	<b>Assistant Secretary</b>
<b>Erasto Vallejo</b>	<b>Assistant Secretary</b>

All members of the Board were present except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting:

**ORDER AMENDING AND RESTATING RATE ORDER; ADOPTING RULES AND REGULATIONS; ADOPTING A DROUGHT CONTINGENCY PLAN; ADOPTING A WASTE ORDINANCE; ESTABLISHING CERTAIN OTHER POLICIES; AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF**

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of said Order, prevailed and carried by the following vote:

AYES: All Present

NOES: None

2. A true, full, and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Order would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A. Government Code, Chapter 551.

SIGNED AND SEALED this January 21, 2021.

\_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
Secretary, Board of Supervisors



**ORDER AMENDING AND RESTATING RATE ORDER; ADOPTING RULES AND REGULATIONS; ADOPTING A DROUGHT CONTINGENCY PLAN; ADOPTING A WASTE ORDINANCE; ESTABLISHING CERTAIN OTHER POLICIES; AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 §

WHEREAS, the Board of Supervisors (the “Board”) of **Fort Bend County Fresh Water Supply District No. 1** (the “District”) was created for the purpose of providing water and sanitary sewer service to the area within its boundaries;

WHEREAS, the Board previously established the rates, rules and regulations and conditions under which water and sanitary sewer service will be provided (the “Rate Order”);

WHEREAS, the Board has determined that it is in the best interest of the District to amend this Rate Order.

IT IS, THEREFORE, ORDERED BY THE BOARD OF SUPERVISORS OF **FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1** THAT:

**ARTICLE I**  
**DEFINITIONS**

For purposes of this Order, the following terms shall have the meaning set out hereafter:

“**Commercial**” - shall mean any structure designed for business purposes (including business operated out of a residence), including, but not limited to office buildings, hotels, retail stores, warehouses, service stations, churches, schools, recreational centers and all other establishments not generally considered as residential structures or defined herein as a residential structure.

“**Customer**” - shall mean any person, partnership, corporation, non-profit corporation, trust or other legal entity served by the District’s System with water and/or sewer services to a residence owned or occupied by such person, partnership, corporation, non-profit corporation, trust or legal entity.

“**District Water Tap Installation Program**” - shall mean the program of installation of water taps pursuant to a contract bid and awarded by the District to install initial water taps to residents who apply for service prior to the application deadline applicable to each phase of construction.

“**Domestic Waste**” - shall mean liquid-carried sanitary sewage discharge which is normally discharged from residential food preparation and bathroom facilities.

“**Esplanade Connection**” - shall mean a water system connection serving public right-of-way or other public common areas.

“**Industrial**” - shall mean any structure designed for manufacturing purposes, including, but not limited to petroleum production plants, steel production plants and all other establishments not generally

considered as residential structures or commercial structures, or defined herein as a residential structure or commercial structure.

**“Irrigation Connection”** - shall mean a water system connection for which is to be used only for irrigation purposes.

**“Multi-family Residential Connection”** - shall mean all multiplex residential connections which are served by a master meter.

**“Multi-family Units”** - shall mean the individual dwelling units served through the Multi-Family Residential Connection's master meter and shall include condominiums and all individual dwelling units served by a master meter.

**“Non-taxable/Tax -Exempt”** - shall mean any entity not subject to property taxation pursuant to the provisions of the Texas Property Tax Code.

**“Non-profit”** - shall mean any entity which is chartered as a non-profit organization and registered with the State of Texas or any other state of the United States.

**“Operator”** - shall mean the person, company or corporation which is employed by or under contract with the District to operate the District’s water and sewer system, collect amounts owed to the District for such services, report monthly to the District on the operations of the District’s System and perform any additional services set out in its contract with the District.

**“Rate Order”** - shall mean this Order Amending and Restating Rate Order; Adopting Rules and Regulations; adopting a Drought Contingency Plan; Adopting a Waste Ordinance; Establishing Certain Other Policies; and Providing Penalties for Violations Thereof.

**“Rules and Regulations”** - shall mean the Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections attached to this Order as Appendix “A” and incorporated herein for all purposes.

**“Separate Residential Connection”** - shall mean each residential unit designed for occupancy by a single family, including each separate unit located within a single multi-unit building.

**“Single-family Residential”** - shall mean any single-family structure within the District designed for occupation as a residence whether by the Customer or by a renter or lessee, including any single-family residence, townhouse, multiplex, or other structure generally considered to be and used solely for residential purposes and which is separately metered.

**“System”** - shall mean the water and/or sanitary sewer facilities of the District and all extensions and additions thereto, whether now in place or hereafter constructed.

## **ARTICLE II**

### **TAP FEES AND CONNECTION POLICY**

#### **Section 2.01. Initiation of Water and Sanitary Sewer Connections.**

Each customer receiving water and/or sanitary sewer service from the District’s System shall be required to comply with the rules established in the Rate Order and to pay the fees as set forth herein. No

service shall be established or re-established until such fees are paid. All service connections are subject to the provisions of the District's Rules and Regulations and all other rules, regulations, and policies of the District. Prior to the initiation of water and/or sewer service, the Customer shall complete and file with the District the appropriate application for service as set forth in this Rate Order.

**Section 2.02. Policies Governing Initial Connections**

**A. Certification of System.**

Connections shall not be made to the District's System or portions of the System until the District's Engineer and/or Operator has certified that the System or applicable portion thereof is operable.

**B. Availability of Access/Obstructions.**

Each Customer shall be deemed to be granting to the District and its representatives a right of ingress and egress to and from customer's water meter or point of service for such installation, maintenance and repair as the District, in its judgment, may deem reasonably necessary. The Customer shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the Customer's property, including the interior and exterior of the Customer's premises, for the purpose of performing the inspections and completing the Customer Service Inspection Certifications required by the District's Rules and Regulations. Taps and connections will not be made when, in the opinion of the District's engineer or Operator, the work area is obstructed by building materials or other debris or the work area is not completed or finished to grade. When sidewalks, driveways or other improvements have been constructed prior to application for service, such application shall be construed and accepted as the Customer's waiver of a claim for any damages to such improvements resulting from the reasonable actions of the District's Operator in installation of the connection.

**Section 2.03. Connections by District Operator.**

All connections to the District's System shall be made in accordance with the District's Rules and Regulations. No person except the District's Operator or his authorized agent shall be permitted to tap or make any connection to the mains or distribution piping of the District's water system, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture connected with the water service or any manhole, main, trunk or appurtenance of the District's sanitary sewer system, unless otherwise specified by the Board of Supervisors of the District.

**Section 2.04. Policies Governing Commercial Connections**

**A. Grease Traps/Sampling Wells.**

All Commercial customers shall install a sampling well in accordance with the District's Engineer's specifications. A grease trap with sampling port when required by the District's Engineer and Operator shall be installed in accordance with the District's Engineer's specifications. If a grease trap is required, a minimum size of 500 gallons shall be installed, and the pavement above the grease trap is to be blocked out for 1,500 gallon grease trap in order to allow for expansion, if necessary. All flows, except restroom facilities shall be routed through the grease trap. The grease trap shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks.

Each commercial customer requiring a grease trap shall (1) install such grease trap at the commercial customer's sole expense; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal of the grease trap; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

**B. Sand and Oil Interceptor for Gasoline Sales/Car Repair/Motorized Equipment Repair Facilities.**

All gasoline sales/car repair/motorized equipment repair facilities shall install a sand and oil interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the sand and oil interceptor. The sand and oil interceptors shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks. All piping and tankage for both oil and grease pretreatment facilities and product storage shall be of double wall construction and shall include integral leak detection monitors to preclude contamination of groundwater.

Each Commercial customer requiring a sand and oil interceptor shall (1) install such sand and oil interceptor at the Commercial customer's sole expense; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

**C. Sand and Mud Interceptor for Car Wash Facilities.**

All car wash facilities shall install a sand and mud interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the sand and mud interceptor. All car wash facilities shall recycle the maximum amount of wash water through the best commercially available systems. Mud, sludge, and grease removal shall be required at least once a month. If the car wash facility has gasoline pump(s), then the car wash facility must also have floor drains.

Each Commercial customer requiring a sand and mud interceptor shall (1) install such sand and mud interceptor at the sole expense of the commercial customer; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

**D. Ground Water Monitoring Well Printing and Photo Processing.**

Printing and photo-processing facilities shall install a ground water monitoring well and shall discharge only domestic waste from sinks and restrooms. Unless waived in writing by the District, all printing and photo processing chemicals shall be collected in sealed containers and hauled away for reprocessing.

**E. Lint Interceptor for Laundry/Dry Cleaning.**

Laundry and dry cleaning facilities shall install a ground water monitoring well and shall incorporate a lint interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the lint interceptor. The lint interceptors shall be cleaned out daily.

Each Commercial customer requiring a lint interceptor shall (1) install such lint interceptor at the Commercial customer's sole expense; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

**F. Landscaping/Nurseries.**

Landscaping and nurseries that use herbicides and pesticides shall install a ground water monitoring device and shall only discharge domestic waste from sinks and restrooms.

**G. Pre-treatment of Discharge of Waters or Wastes Containing Toxic or Poisonous Substances; Submission of Written Statement.**

Where the operation of a person, firm, or corporation entails the discharge of water or wastes containing toxic or poisonous substances, a written statement setting forth the nature of the operation contemplated or presently carried on shall be filed with the District. The statement shall specify the amount of water that will be used and its source, the proposed point of discharge of wastes into the waste disposal system of the District, and the estimated amount to be discharged; the statement shall include a laboratory statement setting forth the expected bacterial, physical, chemical, and other known characteristics of said wastes. Within thirty (30) days from receipt of such statement, the District shall issue an order stating minimum restrictions necessary in the judgment of the District's Engineer to protect the District's systems.

Where pretreatment or control is required by the District, it shall review and approve the design and installation of the equipment and processes in conformity with all applicable laws and regulatory requirements. Any person responsible for discharges requiring such pretreatment or control facilities shall provide and maintain such facilities in effective operating conditions.

**Section 2.05. Inspections and Fees.**

**A. Sewer Inspection and Fees.**

Sewer connections and house service lines shall be inspected by the District's Operator for compliance with the Rules and Regulations. An inspection fee of **\$75.00** shall be charged for all connections. Installations which fail to conform at any time to the Rules and Regulations shall be disconnected. Any Customer whose connection is disconnected for such failure shall be notified as to the basis for such disconnection. If subsequent re-inspections are required for noted deficiencies, a reinspection fee of **\$35.00** shall be charged for each re-inspection.

**B. Customer Service Inspection Fees.**

The District's Operator shall perform the inspection and complete the Customer Service Inspection Certification required by Section 3.04 of the Rules and Regulations as set forth in Appendix A attached hereto. The District shall charge the Customer a fee of **\$75.00** to cover the costs of such inspection and certification.

**C. Inspections and Fees Applicable to Builders and Others Making Improvements and Starting Construction.**

Any person or entity proposing to make improvements or start construction on property within the District must notify the District's Operator prior to commencing any improvement or construction if such improvement, construction, or equipment used in the construction will be within easements, rights-of-way or property where District facilities are located. The District's Operator shall conduct an inspection prior to the commencement of construction to verify the condition of the District's facilities. The District's Operator shall conduct another inspection after completion of construction to again verify the condition of the District's facilities. If the Operator finds that the facilities have been damaged as a result of the construction, the builder or other responsible party must reimburse the District for the costs of the repair before the District will initiate permanent service to the affected property. A fee of **\$50.00** shall be charged by the District to cover the cost of each inspection. The inspection fees will be collected at the time the tap fee is paid.

**D. Inspection of Back Yard and Other Drains.**

Back yard drains and swimming pool drains shall be inspected for strict compliance with the District's Rules and Regulations. No backyard drains or swimming pool drains shall be connected to the District's sanitary sewer system. An inspection fee of **\$50.00** shall be charged for each residential and commercial yard or swimming pool connection. Installations which fail to conform to said Rules and Regulations will be disconnected. Any customer whose connection is disconnected for such failure shall be notified in writing as to the basis for such disconnection. After noted deficiencies have been corrected, a reinspection shall be made upon payment to the District of a reinspection fee of **\$50.00**. If subsequent re-inspections are required before the connection is found in compliance with the District's Rules and Regulations, a reinspection fee of **\$50.00** shall be charged for each such reinspection.

**E. Inspections of Grease Traps, Sand and Oil Interceptors, Lint Traps, Sand and Mud Interceptors.**

The District's Operator shall inspect on a quarterly basis (and more frequently if required to insure compliance with this Rate Order) grease traps, sand and oil interceptors, lint traps and sand and mud interceptors. The cost of such inspections shall be **\$50.00** and shall be billed to the customer. If the inspection reveals that the grease traps, sand and oil interceptors, lint traps, or sand and mud interceptors requiring cleaning, the Operator shall notify the Customer in writing to clean the grease traps, sand and oil interceptors, lint traps, or sand and mud interceptors. In the event that any customer fails to have the grease trap, sand and oil interceptors, lint traps, or sand and mud interceptors cleaned on a timely basis, following ten (10) days written notice, the District shall be authorized to clean the Customer's grease trap, sand and oil interceptor, lint trap, or sand and mud interceptor and such cost shall be billed to customer with the next monthly water bill. Failure to pay any charges described in this Section 2.05(E) shall result in the termination of water service in accordance with this Rate Order.

**Section 2.06. Backflow Prevention Assembly Certification and Inspection Fee.**

A fee shall be charged annually for backflow prevention assemblies that will require annual Test Reports as required by Section 3.06 of the District's Rules and Regulations. This fee shall include the District's cost plus 100%. Inspection of backflow prevention assemblies installed prior to the initial Customer Service Inspection shall be included as part of the Customer Service Inspection, an additional Customer Service Inspection will be required for the Material Change to the Plumbing System.

**Section 2.07. Plumbing Material Restrictions.**

**A. Prohibition on Use of Specified Materials.**

The use of the following plumbing materials is prohibited in any and all improvements connected to the District's water system after the date of this Order:

- (1) Any pipe or pipe fitting which contains more than 0.2% lead; and
- (2) Any solder or flux which contains more than 0.2% lead.

**B. Certification of Compliance with Prohibition.**

After the date of this Order, no new connections to the District's water system shall be made unless a state licensed plumber first submits in writing to the District a certificate of compliance specifying that the new connection complies with the plumbing material prohibition contained in Section 2.07a above. The certificate of compliance shall be signed by the licensed plumber and submitted to the District at the same time that the tap fee is paid. The District shall not accept any tap fee that is not accompanied by a certificate of compliance.

**Section 2.08. Defective House Service Lines.**

Defective house service lines at the point of connection to the District's sewer system resulting in infiltration and inflow to the District's sanitary sewer system are prohibited. Customers with defective house service lines and/or defective physical connections causing inflow and infiltration to the District's sanitary sewer system are required, upon notification by the District's Operator, to repair the defective service line and/or physical connection. Repairs must be conducted in accordance with the District's Rules and Regulations Governing Water, and Sanitary Sewer Facilities, Service Lines and Connections and must be inspected by the District's Operator prior to backfill. If the Customer fails to repair the defective house service line and/or defective connection, after notice by the District; the Customer's water service shall be terminated in accordance with this Rate Order and service shall not be restored until the Customer makes the necessary repairs and/or provides the District with a plan of action for the repairs.

If during the investigation of a sink hole or sewerage backup, the District's Operator confirms after excavating the sewer line that the infiltration in the sanitary sewer line is caused by a defect or problem in the Customer's house service line at the point of connection to the District's sanitary sewer line, the District's Operator, with the consent of the Customer, shall repair the house service line at the point of connection to the District's sanitary sewer line while the sanitary sewer line is excavated. The cost of the repair will be added to the Customer's water and sewer bill and may, at the Customer's request be paid in installments not to exceed twelve (12) installments. If payment of the repair is not made, then the Customer's water service will be terminated in accordance with this Rate Order.

**Section 2.09. Title to Facilities** Title to all water meters, water and sewer taps, and all other appurtenances, including meter boxes, shall lie in the District.

**ARTICLE III**  
**TAP FEES**

**Section 3.01. Water Taps.**

The following charges for the tap of water lines shall be in effect within the District from and after the effective date hereof until amended by the Board of the District:

**a. Residential(\*)**

3/4"-5/8"  
(including irrigation systems)

the actual cost of furnishing and installing the tap, meter and any necessary service lines; plus the price of repairing or restoring any yards, sidewalks, streets or any other improvements affected by such installation; plus \$250.00.

larger than 1 1/4"

2 times the actual and reasonable costs to the District

**b. Multi-Family:**

2 times the actual and reasonable cost to the District.

**c. Commercial:**

2 times the actual and reasonable cost to the District.

For extra-long side taps<sup>2</sup> existing on or before January 1, 2010,  
2 times the actual and reasonable cost to the District.

**d. Tax-Exempt:**

actual cost of the tap plus \$6,000 per equivalent single family connection. Said tap fee may be paid in installment payments not to exceed six years.

**e. Non-Profit:**

2 times the actual and reasonable cost to the District.

**f. Non-Profit/Tax  
Exempt Fire Tap:**

the actual and reasonable cost to the District.

**g. Industrial:**

2 times the actual and reasonable cost to the District.

**h. Car Wash**

2 times the actual and reasonable cost to the District.

**i. All others:**

2 times the actual and reasonable cost to the District.

**Section 3.02. Sewer Taps.**

The following charges for the tap of sewer lines shall be in effect within the District from and after the effective date hereof until amended by the Board of the District:



**a. Residential:**

Existing Sewer

Service Connections: If sanitary sewer leads have been constructed to serve a property, then the following charges apply:

Short Side Tap: \$650.00

Long Side Tap: \$650.00 plus \$32.50 per linear foot

Stack: \$600.00

Extra Depth: \$50.00 per vertical foot

New Construction:  
any

The actual cost of furnishing and installing the tap, stack, and necessary service lines; plus the price of repairing or restoring any yards, sidewalks, streets or any other improvements affected by such installation; plus \$250.00.

**b. Commercial:**

2 times the actual and reasonable cost to the District.

**c. Tax-Exempt:**

actual cost of the tap plus \$6,000 per equivalent single family connection. Said tap fee may be paid in installment payments not to exceed six years.

**d. All others:**

2 times the actual and reasonable cost to the District.

**ARTICLE IV**  
**WATER/SEWER RATES**

**Section 4.01. Temporary Connection.**

**A. Temporary Connections.**

The District's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service. All temporary service shall be metered and billed to the temporary Customer as provided herein. All unauthorized withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. Any person or entity connecting to the District's System without approval will be deemed to be in violation of this Rate Order. Violations of the Rate Order may result in the termination of water service and the enforcement of civil and criminal penalties as set forth in Article X of this Rate Order.

**B. Application for Service.**

Each temporary Customer desiring temporary water service shall be required to execute an **Application for Temporary Service, as set forth in Exhibit 1 attached hereto**, and shall provide the security deposit set forth in Section 5.02A hereto. The temporary customer shall also pay (i) the cost to

install the temporary meter, (ii) the cost of the metered water as the rates set forth below, and (iii) the cost of the meter rental. The rates for the sale of water for each temporary water service connection shall be:

**C. Water Rates.**

The Rates for temporary water service shall be:

<u>Gallons Used</u>	<u>Rate</u>
0 -5,000 gallons	\$20.00 minimum
5001 - 7,500 gallons	\$2.00 per 1,000 gallons
7,501 - 10,000 gallons	\$2.50 per 1,000 gallons
10,001 - 15,000 gallons	\$2.75 per 1,000 gallons
15,001 - 20,000 gallons	\$3.00 per 1,000 gallons
20,001 - 25,000 gallons	\$3.50 per 1,000 gallons
25,001 - 35,000 gallons	\$4.00 per 1,000 gallons
35,001 gallons or more	\$4.50 per 1,000 gallons

**Section 4.02. Single Family Residential Connection.**

**A. Application for Service**

Each Customer desiring water/sewer service for a single family residential connection shall be required to execute an **Application for Service as set forth in Exhibit 2 attached hereto**, and shall provide the security deposit set forth in Section 5.02B hereof.

**B. Water Rates.**

The water rates for each detached single family residential connection shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$21.00 minimum
3,001 - 5,000 gallons	\$2.50 per 1,000 gallons
5,001 - 20,000 gallons	\$4.50 per 1,000 gallons
20,001 - 35,000 gallons	\$5.50 per 1,000 gallons
35,001 gallons or more	\$6.50 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for each detached single family residential connection shall be billed based upon water metered as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$30.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.03. Esplanade/Irrigation Connection:**

**A. Application for Service.**

Each Customer desiring water service for an esplanade/irrigation connection shall be required to execute an **Application for Service as set forth in Exhibit 2 attached hereto**, and shall provide the security deposit set forth in Section 5.02J hereof.

**B. Water Rates**

The water rates for sprinklers for esplanades/irrigation connections shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0-5,000 gallons	\$20.00 Minimum
5,001 - 10,000	\$1.00 per 1,000 gallons
10,001 - 20,000	\$1.50 per 1,000 gallons
20,001 - 30,000	\$2.00 per 1,000 gallons
30,001 - 40,000	\$2.50 per 1,000 gallons
40,001 - 50,000	\$3.00 per 1,000 gallons
50,001 and above	\$3.50 per 1,000 gallons

**C. Sewer Rates**

There shall be no sewer charge for esplanade/irrigation connections.

**Section 4.04. Multi-Family Service**

**A. Application for Service**

Each Customer desiring water/sewer service for multi-family units shall be required to execute an **Application for Service as set forth in Exhibit 3 attached hereto**, and shall provide the security deposit set forth in Section 5.02E hereof.

**B. Water Rates**

The water rates for multi-family connections shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$40.00 minimum
3,001 - 5,000 gallons	\$2.50 per 1,000 gallons
5,001 - 7,500 gallons	\$4.00 per 1,000 gallons
7,501 - 10,000 gallons	\$4.25 per 1,000 gallons
10,001 - 15,000 gallons	\$4.50 per 1,000 gallons
15,001 - 20,000 gallons	\$4.75 per 1,000 gallons
20,001 - 25,000 gallons	\$5.00 per 1,000 gallons
25,001 - 35,000 gallons	\$6.00 per 1,000 gallons
35,001 gallons or more	\$7.00 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for multi-family connections shall be billed based upon water metered as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$45.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.05. Commercial Connection:**

**A. Application for Service**

Each Customer desiring water service for a commercial connection shall be required to execute an **Application for Service as set forth in Exhibit 3 attached hereto**, and shall provide the security deposit set forth in Section 5.02D hereof.

Each Separate Connection will be treated as a separate account regardless of the number of connections on the property.

**B. Water Rates**

The water rates for commercial connections shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$40.00 minimum
3,001 - 5,000 gallons	\$2.50 per 1,000 gallons
5,001 - 7,500 gallons	\$4.00 per 1,000 gallons
7,501 - 10,000 gallons	\$4.25 per 1,000 gallons
10,001 - 15,000 gallons	\$4.50 per 1,000 gallons
15,001 - 20,000 gallons	\$4.75 per 1,000 gallons
20,001 - 25,000 gallons	\$5.00 per 1,000 gallons
25,001 - 35,000 gallons	\$6.00 per 1,000 gallons
35,001 gallons or more	\$7.00 per 1,000 gallons

**C. Sewer Rates**

The sewer rate for commercial connections shall be billed based upon water metered as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$45.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.06. Service for Tax-Exempt Connection:**

**A. Application for Service**

Each Customer desiring water/sewer service for a tax-exempt connection shall be required to execute an **Application for Service as set forth in Exhibit 3**, and shall provide the security deposit set forth in Section 5.02F hereof.

**B. Water Rates**

The water rates for tax-exempt connections shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$40.00 minimum
3,001 - 5,000 gallons	\$2.50 per 1,000 gallons
5,001 - 7,500 gallons	\$4.00 per 1,000 gallons
7,501 - 10,000 gallons	\$4.25 per 1,000 gallons
10,001 - 15,000 gallons	\$4.50 per 1,000 gallons
15,001 - 20,000 gallons	\$4.75 per 1,000 gallons
20,001 - 25,000 gallons	\$5.00 per 1,000 gallons
25,001 - 35,000 gallons	\$6.00 per 1,000 gallons
35,001 gallons or more	\$7.00 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for tax-exempt connections shall be billed based upon water metered as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$45.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.07. Service for Non-Profit Connection:**

**A. Application for Service.**

Each Customer desiring water/sewer service for a non-profit connection shall be required to execute an **Application for Service as set forth in Exhibit 3**, and shall provide the security deposit set forth in Section 5.02G hereof.

**B. Water Rates.**

The water rates for non-profit connections shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$40.00 minimum
3,001 - 5,000 gallons	\$2.50 per 1,000 gallons
5,001 - 7,500 gallons	\$4.00 per 1,000 gallons
7,501 - 10,000 gallons	\$4.25 per 1,000 gallons
10,001 - 15,000 gallons	\$4.50 per 1,000 gallons
15,001 - 20,000 gallons	\$4.75 per 1,000 gallons
20,001 - 25,000 gallons	\$5.00 per 1,000 gallons
25,001 - 35,000 gallons	\$6.00 per 1,000 gallons
35,001 gallons or more	\$7.00 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for non-profit connections shall be billed based upon water metered as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
<b>0 - 3,000 gallons</b>	<b>\$45.00 minimum</b>
<b>3,001 or more</b>	<b>\$1.75 per 1,000 gallons</b>

**Section 4.08. Non-Profit/Tax Exempt Fire Connection:**

**A. Application for Service.**

Each Customer desiring water service for a non-profit/tax exempt fire connection shall be required to execute an **Application for Service as set forth in Exhibit 3**, and shall provide the security deposit set forth in Section 5.02H hereof.

**B. Water Rates.**

The water rates for non-profit/tax exempt fire connections shall be billed as follows:

Non-Profit/Tax Exempt Fire Connection	\$10.00 minimum or \$2.50 per 1,000 gallons of water used whichever is greater
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**C. Sewer Rates.**

There shall be no sewer charge for non-profit/tax exempt fire connections.

**Section 4.09. Industrial Connection:**

**A. Application for Service**

Each Customer desiring water service for an industrial connection shall be required to execute an **Application for Service as set forth in Exhibit 3 attached hereto**, and shall provide the security deposit set forth in Section 5.02I hereof.

Each Separate Connection will be treated as a separate account regardless of the number of connections on the property.

**B. Water Rates**

The water rates for industrial connections shall be billed as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
<b>0 - 3,000 gallons</b>	<b>\$40.00 minimum</b>
<b>3,001 gallons or more</b>	<b>\$2.50 per 1,000 gallons</b>

**C. Sewer Rates.**

The sewer rate for industrial connections shall be billed based upon water metered as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
<b>0 - 3,000 gallons</b>	<b>\$45.00 minimum</b>
<b>3,001 or more</b>	<b>\$1.75 per 1,000 gallons</b>

**Section 4.10. Car Wash Connection:**

**A. Application for Service**

Each Customer desiring water service for a commercial connection shall be required to execute an **Application for Service as set forth in Exhibit 3 attached hereto** , and shall provide the security deposit set forth in Section 5.02J hereof.

Each Separate Connection will be treated as a separate account regardless of the number of connections on the property.

**B. Water Rates**

The water rates for car wash connections shall be billed as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
<b>0 - 3,000 gallons</b>	<b>\$40.00 minimum</b>
<b>3,001 gallons or more</b>	<b>\$2.50 per 1,000 gallons</b>

**C. Sewer Rates.**

The sewer rate for car wash connections shall be billed based upon water metered as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
<b>0 - 3,000 gallons</b>	<b>\$45.00 minimum</b>
<b>3,001 or more</b>	<b>\$1.75 per 1,000 gallons</b>

**Section 4.11. Fort Bend County Connection:**

**A. Water Rates**

The water rates for the Fort Bend County Connection shall be billed as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
<b>0 - 15,000 gallons</b>	<b>\$0.00 minimum</b>
<b>15,001 - 20,000 gallons</b>	<b>\$4.75 per 1,000 gallons</b>
<b>20,001 - 25,000 gallons</b>	<b>\$5.00 per 1,000 gallons</b>

**25,001 - 35,000 gallons**  
**35,001 gallons or more**

**\$6.00 per 1,000 gallons**  
**\$7.00 per 1,000 gallons**

The Customer shall be responsible for the Regional Water Authority Regulatory Assessment, defined in Section 4.14 below, for all water delivered through the Fort Bend County Connection.

**B. Sewer Rates.**

The sewer rate for the Fort Bend County Connection shall be billed based upon water metered as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
<b>0 - 3,000 gallons</b>	<b>\$45.00 minimum</b>
<b>3,001 or more</b>	<b>\$1.75 per 1,000 gallons</b>

**Section 4.12. Service to Out-of-District Customers**

All requests for water and sewer service from parties located outside the boundaries of the District shall be considered on a case by case basis and governed by separate agreement.

**Section 4.13. Regulatory Assessment**

Pursuant to Section 5.35 Texas Water Code, as amended, and 30 T.A.C. 291.76, the District shall pay by January 31 of each year a regulatory assessment to the Texas Commission on Environmental Quality in the amount required by law based on the total charges for retail water and sewer service collected from its retail customers in the prior twelve months.

At the end of each calendar year, the Operator shall prepare a written statement indicating the (i) the total charges collected for retail water and sewer service for the year; and (ii) the regulatory assessment due and payable to the Texas Commission on Environmental Quality, The Operator shall deliver the written statement to the District's Bookkeeper for payment.

**Section 4.14. Regional Water Authority Regulatory Assessment.**

Pursuant to any assessment imposed by a regional water authority ("RWA"), the District shall pay on each January 31, April 30, July 31, and October 31 the regulatory assessment to the RWA in the amount assessed by the RWA based on the total water pumped in the prior quarter.

At the end of each calendar quarter, the Operator shall prepare a written statement indicating the (i) the total water pumped by the District for calendar quarter; and (ii) the regulatory assessment due and payable to the RWA. The Operator shall deliver the written statement to the District's Bookkeeper for payment by the District.

The Regulatory Assessment shall be added on the Customer's bill as a separate line item. To cover water that is not billed to customers, such as water lost through leaks, construction, flushing and other uses, the District will add six percent (6%) to the Regulatory Assessment charged to Customers. The Operator shall collect the Regulatory Assessment in addition to other charges.



**Section 4.15. No Reduced Rates or Free Service.**

All Customers receiving water and/or sewer service from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order, and no reduced rate or free service shall be furnished to any Customer; provided, however, this provision shall not prohibit the District from establishing reasonable classifications of customers for which rates differing from the rates stated herein may be adopted.

**ARTICLE V**  
**SERVICE POLICY**

**Section 5.01. Application for Service.**

Each Customer establishing a new account and each Customer re-establishing an account that has been terminated for non-payment shall be required to complete an Application for Service as set forth below.

**A. Service for Temporary Connection.**

Each Customer requesting temporary water service shall be required to complete an Application for Service as set forth in Attachment 1 to this Rate Order.

**B. Service for Single Family Residential Connection.**

Each Customer establishing a new account for single-family residential service and each Customer re-establishing an account for single-family residential service that has been terminated for non-payment shall be required to complete an Application for Service as set forth in Attachment 2 to this Rate Order.

**C. Service for Esplanade/ Irrigation Connection.**

Each Customer establishing an account for an esplanade/irrigation connection shall be required to complete an Application for Service as set forth in Attachment 2 to this Rate Order.

**D. Service for Commercial Connection.**

Each Customer establishing a new account or re-establishing an account for a commercial connection shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order and to pay the required fee set forth therein. For commercial accounts with single meters serving multiple tenants, the Customer shall provide the District with a list of tenants at the time service is initiated. Thereafter, the customer shall provide the District with a list of tenants annually on or before January 31 of each year.

**E. Service for Multi-Family Connection.**

Each Customer establishing a new account or re-establishing an account for multi-family service shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order and to pay the required fee as set forth therein. For multi-family accounts with single meters serving multiple tenants, the Customer shall provide the District with a list of tenants at the time service is

initiated. Thereafter, the customer shall provide the District with a list of tenants annually on or before January 31 of each year.

**F. Service for Tax-Exempt Connection.**

Each Customer establishing a new account or re-establishing an account for a tax-exempt connection shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order, and to pay the required fee as set forth therein. The Customer shall provide the District with documentation establishing Customer's tax-exempt status at the time service is established.

**G. Service for Non-Profit Connection.**

Each Customer establishing a new account or re-establishing an account for a non-profit connection shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order, and to pay the required fee as set forth therein. The Customer shall provide the District with documentation establishing Customer's non-profit status at the time service is established.

**H. Service for Industrial Connection.**

Each Customer establishing a new account or re-establishing an account for an industrial connection shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order and to pay the required fee set forth therein.

**I. Service for Car Wash Connection.**

Each Customer establishing a new account or re-establishing an account for a car wash connection shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order and to pay the required fee set forth therein.

**Section 5.02. Security Deposits.**

Security deposits shall be non-interest bearing and shall be required as follows:

**A. Temporary Service Deposit.**

Each customer requesting temporary water service shall pay a deposit of **\$1,500**. The deposit shall be made by cashier's check or money order payable to the District. The deposit shall be used by the District to secure the payment for temporary water supplied by the District, the installation fee, and the cost of repair of any damages caused by the temporary Customer. The balance of the security deposit, if any, shall be refunded after disconnection from the District's System.

**B. Builder Deposits.**

Each builder of a residence shall, at the time a request for a water tap is made, pay a minimum deposit of not less than \$1,000.00. The District shall deduct from the deposit the cost to repair any damage caused to the District's property by the builder or the builder's employees, contractors, subcontractors or agents and shall deduct any delinquent water and sewer service bills of the builder. In the event any amounts are so deducted from the builder's deposit, it will be incumbent on the builder to reinstate the original amount of the deposit, and failure to do so will result in the suspension of any additional water taps for the builder.

Upon (1) completion of the project,(2) inspection by the District's Engineer and Operator, including review of architectural/engineering drawings and receipt of all governmental approvals, and (3) certification from builder of the last sale of the residence within the District, the District shall refund the deposit less (1) any expenses incurred by the District for engineering, operator, attorney or other expenses in the review and approval of such project and (2) less any amounts forfeited as provided herein.

### **C. Residential Deposits.**

Each Customer establishing a residential account and each Customer re-establishing a residential account that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$100.00** per connection served where service is provided to a Customer that owns the property being served; and **\$150.00** per connection served where the home is not to be occupied by a Customer that owns the property being served.

### **D. Commercial Deposits.**

Each Customer establishing a commercial account, and each Customer re-establishing a commercial account that has been terminated for non-payment, shall be required to make a security deposit equal to three (3) times the estimated average monthly bill for such connection, as determined by the District based on typical requirements for similar uses. The minimum deposit shall be **\$150.00**. At the end of the first full calendar year following the initiation of usage, the Operator may adjust the security deposit to equal two (2) times the average monthly bill for the three (3) months of highest consumption. In addition, each Customer for whom the District requires the installation of a grease trap shall be required to deposit with the District an amount equal to two (2) times the estimated cost of removing the grease from such Customer's establishment, as such cost is estimated by the Operator.

### **E. Multi-Family Deposits.**

Each Customer establishing a multi-family residential account, and each Customer re-establishing a multi-family residential account that has been terminated for non-payment, shall be required to make a security deposit equal to three (3) times the estimated average monthly bill for such connection, as determined by the District based on typical requirements for similar uses. The minimum deposit shall be **\$150.00**. At the end of the first full calendar year following the initiation of usage, the Operator may adjust the security deposit to equal two (2) times the average monthly bill for the three (3) months of highest consumption. In addition, each Customer for whom the District requires the installation of a grease trap shall be required to deposit with the District an amount equal to two (2) times the estimated cost of removing the grease from such Customer's establishment, as such cost is estimated by the Operator.

### **F. Tax-Exempt Deposits.**

Each Customer establishing a tax-exempt account and each Customer re-establishing a tax-exempt account that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$100.00** per connection being served.

### **G. Non-Profit Deposits.**

Each Customer establishing a non-profit account and each Customer re-establishing a non-profit account that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$100.00** per connection being served.

**H. Non-Profit/Tax Exempt Fire Connection Deposits.**

Each Customer establishing a non-profit/tax exempt fire connection account and each Customer re-establishing a non-profit/tax exempt fire connection account that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$75.00** per connection being served.

**I. Industrial Deposits.**

Each Customer establishing an industrial account, and each Customer re-establishing an industrial account that has been terminated for non-payment, shall be required to make a security deposit equal to three (3) times the estimated average monthly bill for such connection, as determined by the District based on typical requirements for similar uses. The minimum deposit shall be **\$150.00**. At the end of the first full calendar year following the initiation of usage, the Operator may adjust the security deposit to equal two (2) times the average monthly bill for the three (3) months of highest consumption. In addition, each Customer for whom the District requires the installation of a grease trap shall be required to deposit with the District an amount equal to two (2) times the estimated cost of removing the grease from such Customer's establishment, as such cost is estimated by the Operator.

**J. Car Wash Deposits.**

Each Customer establishing a car wash account, and each Customer re-establishing a car wash account that has been terminated for non-payment, shall be required to make a security deposit equal to three (3) times the estimated average monthly bill for such connection, as determined by the District based on typical requirements for similar uses. The minimum deposit shall be **\$150.00**. At the end of the first full calendar year following the initiation of usage, the Operator may adjust the security deposit to equal two (2) times the average monthly bill for the three (3) months of highest consumption. In addition, each Customer for whom the District requires the installation of a grease trap shall be required to deposit with the District an amount equal to two (2) times the estimated cost of removing the grease from such Customer's establishment, as such cost is estimated by the Operator.

**K. Esplanade/Irrigation System Deposits.**

Each Customer establishing an esplanade/irrigation System account and each Customer re-establishing an esplanade/Irrigation System account that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$75.00** per connection being served.

**L. Additional Deposit.**

Each Customer restoring water service where such service has been terminated for non-payment or for any reason other than the request of such Customer, shall be required to pay an additional **\$100.00** security deposit before service is restored. A separate **\$100.00** security deposit shall be required for each such occurrence, up to a maximum of **\$1,000.00**.

**L. Refund of Deposit.**

Following payment of the final bill and payment of all fees and charges, the balance of the security deposit, if any, shall be refunded by check mailed to the Customer. No interest shall be payable to the Customer on any security deposit.

**Section 5.03. Transfer of Account.**

Each Customer establishing a new account that transfers an existing account shall pay a **\$25.00** transfer fee.

**Section 5.04 Full Payment Required.**

Service shall be initiated upon payment of the security deposit and all other fees and charges.

**Section 5.05. Billing Procedures**

All accounts shall be billed in accordance with the following procedures:

**A. Due Date and Delinquency.**

Payment shall be due on or before the due date shown on the bill. After such date, a late charge of ten percent (**10%**) will be assessed on the unpaid balance on the water and sewer bill. All accounts not paid by the due date shall be deemed delinquent and failure to make payment within thirty (30) days thereafter may result in the termination of water and sewer service.

**B. Notice and Appeal.**

1. Prior to termination of service, a Customer who is delinquent in payment shall be sent a notice that service will be discontinued unless payment in full is received. Notice shall be sent by first class United States mail and will provide the Customer with an opportunity to appear in person or by written correspondence at a scheduled meeting of the Board of the District to contest, explain, or correct the charges, services, or disconnection. The notice shall inform the Customer of the amount of the delinquent bill, the date service will be disconnected if payment is not made, and of the right to contest, explain, or correct the charges, services, or disconnection. Service shall not be disconnected where a Customer has informed the District or the District's Operator of his or her desire to contest or explain his bill. If the Customer appears before the Board, in person or by written correspondence, the Board shall hear and consider the matter and inform the Customer of the Board's determination by sending written notice to the Customer by first class United States mail stating whether service will be continued or disconnected. If service is discontinued, it shall be reinstated only upon payment in full of all amounts due, including any late charges, the security deposit set out in Section 5.02 hereof, and a reinstatement charge of **\$50.00**.
2. A fee of **\$10.00** shall be added to an account if a notice of delinquency is mailed to the Customer.
3. A fee of **\$10.00** shall be added to an account if a door hanger is delivered to the Customer.

**C. Returned Checks.**

A **\$30.00** charge will be charged to the Customer's account for any check returned by the bank. Any amounts due on an account which have been paid with a check that has been returned by the bank

must be paid in full by cash, cashier's check or money order, including all late charges and returned check charges, within five (5) days from the day the Operator hangs a notice on the Customer's door or otherwise notifies the Customer that the check has been returned by the bank.

**D. Leak Adjustments.**

A customer who experiences a high water and sewer bill may request from the Board, in writing, an adjustment to the bill. Each residential customer is allowed a one-time adjustment to his/her water and sewer bill if the unusually high water usage is the result of a problem on the customer's side of the meter. In making the adjustment, the Operator will average the previous three months bills, and charge the customer the minimum water and sewer usage at the Rate set forth in the Rate Order. All usage in excess of the minimum water and sewer bill shall be charged at the lowest residential rate for water and sewer set forth in the Rate Order, provided, however, the adjustment will not be applied to the customers' portion of the regulatory assessment set forth in Section 4.14 hereof. The Customer shall be responsible for customer's portion of the regulatory assessment for the total amount of water appearing on the water bill."

**Section 5.06. Entitlement**

Customers are not guaranteed a specific quantity or pressure of water or specific capacity in sewer facilities for any purpose whatsoever; furthermore, in no instance shall the District be liable for failure or refusal to furnish water or any particular amount or pressure of water or to provide capacity in sewer facilities.

**Section 5.07. Unauthorized and Extraordinary Waste**

The rates established herein are applicable for Domestic Waste as defined herein. Customers proposing to generate other types of waste will be assessed additional charges as established by the District.

**Section 5.08. Damage to District Facilities.**

**A. Damage to Meter and Appurtenances.**

No person other than a duly authorized agent of the District shall open a meter box, tamper with or in any way interfere with a meter, meter box, service line or other water and/or sewer system appurtenance. The District reserves the right, immediately and without notice, to remove the meter or disconnect water service to any Customer whose meter has been tampered with and to assess repair charges to the Customer, plus a damage fee of **\$200.00**.

**B. Right to Repair.**

The District reserves the right to repair any damage to the District's System and appurtenances without prior notice and to assess against any Customer such penalties as are provided by law and such penalties provided for in this Rate Order in addition to those charges necessary to repair the portion of the System so damaged.

**C. Interconnections.**

Interconnection or cross connection of the District's water system, whether directly or through a Customer's private system to another source of water is strictly prohibited without the express written consent of the District. Initial Customers shall construct and each Customer shall maintain water connections and appurtenances, including proper backflow prevention devices, so as to avoid infiltration

of any possible contaminated liquid into the District's System. District personnel shall have access to all Customer water line connections and appurtenances within reasonable time periods in order to inspect suspected, possible unauthorized connections. The District reserves the right to immediately and without notice disconnect water service to any Customer whose internal private system has been found to be interconnected or cross connected, to assess against the Customer such penalties as are provided by law.

#### **D. Obstructions.**

After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under Customer's control free from rubbish or obstructions shall result in disconnection of water service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's sanitary sewer system which could cause obstruction of said system. In the event that an inspection by the District's engineer or Operator reveals foreseeable damage to the sanitary sewer system resulting from a Customer's failure to prevent obstructions from entering said system, the District reserves the right to immediately and without notice remove the obstruction; any District costs for removal of the obstruction, plus a District administration fee of 50% of said costs, shall be assessed to the Customer.

#### **E. Repair and Maintenance of Private Lines.**

It shall be the responsibility of each Customer to maintain the water and sewer lines from the point of connection to the District's System, to the structure being served.

#### **F. Clean-out Valves.**

The District shall retain the right of ingress and egress to inspect sanitary sewer clean-out valves to protect the integrity of the wastewater collection system. The District shall notify the Customer of any required repairs. If repairs are not effected within ten (10) days, the District may make the repairs and bill the Customer for same.

#### **Section 5.09. Policy Relating to House Service Lines.**

In instances where the District agrees to pay for and construct Customer's house service line, Customer shall provide to the District (i) a signed Consent Agreement, (ii) an Application for Service, (iii) a License Agreement; (iv) documentation from the Fort Bend County Community Development Department, including income survey, and any subsequent correspondence from the Fort Bend County Community Development Department in connection therewith; (v) the Customer Service Agreement; and (vi) a \$1.00 deposit fee. The District's obligation to construct Customer's house service line is conditioned upon: (i) receipt of grant funds by the District to pay for Customer's house service line and Customer being eligible for such grant funds, or (ii) the District having other funds legally authorized for said purpose.

*Customer acknowledges that Customer must complete the grant application process, including but not limited to responding to all requests for information from the Fort Bend County Community Development Department ("CDBG") in connection with the grant application process heretofore discussed, and adhering to any and all applicable deadlines issued by the CDBG in connection therewith, to be eligible for the District to construct the house service line contemplated herein. Customer further acknowledges that Customer is only entitled to one connection constructed at the*

*District's expense, as contemplated herein, within the District. Any additional connections desired by Customer must be at Customer's sole cost and expense.*

Customer consents to the District constructing Customer's house service line and grants to the District, its agents, contractors, representatives and assigns the right to enter Customer's property for the purpose of constructing the house service line.

Customer consents to the District installing a water expansion tank to Customer's house service line and grants to the District, its agents, contractors, representatives and assigns access to Customer's hot water heater for the purpose of installing the water expansion tank.

In consideration of the District's agreement to contract and pay for the construction of Customer's house service line, CUSTOMER HEREBY RELEASES AND FOREVER DISCHARGES THE DISTRICT, AND EACH AND ALL OF ITS AGENTS, SERVANTS, OFFICERS, DIRECTORS, SUPERVISORS, REPRESENTATIVES, ENGINEERS, ATTORNEYS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, AND LIABILITIES OF EVERY KIND AND OF WHATSOEVER NATURE, WHICH CUSTOMER MAY HAVE ARISING OUT OF OR RELATED DIRECTLY OR INDIRECTLY TO THE HOUSE SERVICE LINE CONNECTION, INCLUDING, WITHOUT LIMITATION, THOSE WHICH MAY ARISE FROM INTERRUPTION OF SERVICE OR FAILURES OF THE SYSTEM.

This indemnity does not apply to the acts or omissions of the contractor constructing the House Service Line.

Customer shall grant to the District any licenses, easements or rights-of-way for the purpose of installing the house service line, meters, valves, and other equipment deemed necessary by the District.

Customer hereby acknowledges and agrees that any private water well currently existing on the Property is not permitted under any circumstances to be connected to any home, dwelling or other structure that is connected to the District's public water supply system. Customer further acknowledges that said water well shall at all times remain disconnected from any such home, dwelling or other structure used for habitation, and any attempt by Customer to connect said water well to any such home, dwelling or other structure used for habitation will subject Customer to disconnection, fines and civil penalties as provided in the District's Rate Order.

Customer understands and agrees that no new water wells may be constructed on the Property. Any attempt by Customer to construct or cause to be constructed any such water well on the Property shall subject Customer to disconnection, fines and civil penalties as provided by the District's Rate Order, and any such well so constructed or caused to be constructed shall be dismantled by the District at Customer's expense.

Upon completion of construction of the house service line, Customer shall be solely responsible for the house service line including, but not limited to, maintenance and repair thereof.

**Section 5.10. Policy Relating to Water and Sanitary Sewer Service.**

At such time as water and/or sanitary sewer services are initiated to a Customer, Customer is prohibited from connecting or re-connecting at any time any private water well or sanitary sewer service facility to Customer's home, dwelling or the structure receiving services.

**Section 5.11. Required Wastewater Connection.**



In order to maintain safe and sanitary conditions, and protect the lives, health, and welfare of the people in the District, all persons owning or leasing property which is recognized as a divided or platted lot, on which is situated a structure requiring wastewater discharge and the boundary of said property, at any point, is situated within two hundred feet (200') of the District's sanitary sewer system, shall connect the sewage facility of the structure to the District's sanitary sewer system within thirty (30) days after the system is placed into operation or shall connect the facility to the system within thirty (30) days after any future extensions of the District's sanitary sewer system is constructed within two hundred feet (200') of said property line. Persons owning or leasing property which is defined as acreage and which is located within 200' of the District's sanitary sewer system at any point may connect to the sanitary sewer system at any time. If the structure itself is located within two hundred feet (200') of the sanitary sewer system they shall connect as provided above.

**ARTICLE VI**  
**DISCONTINUATION OF WATER SERVICE**

The District may discontinue any or all facilities or services to prevent an abuse or to enforce payment of any unpaid charge, fee or rental due the District (including taxes that have been delinquent for six (6) months) upon observance of the procedure appropriate for the circumstances.

**ARTICLE VII**  
**ADOPTION OF RULES AND REGULATIONS CONCERNING**  
**WATERWORKS AND SANITARY SEWER SYSTEM**

To preserve the sanitary condition of all water controlled by the District, to prevent waste or the unauthorized use of water controlled by the District, and to secure and maintain safe, sanitary and adequate plumbing installation, connections and appurtenances, the Board of the District hereby adopts the Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections attached hereto as Appendix "A" and incorporated herein for all purposes.

**ARTICLE VIII**  
**DROUGHT CONTINGENCY PLAN**

The Board of the District hereby adopts the Drought Contingency Plan attached hereto as Appendix "B" and incorporated herein for all purposes.

**ARTICLE IX**  
**WASTE ORDINANCE**

The Board of the District hereby adopts the Waste Ordinance attached hereto as Appendix "C" and incorporated herein for all purposes.

**ARTICLE X**  
**ENFORCEMENT/CIVIL PENALTIES**

**Section 10.01. Enforcement.**

**A. Discontinuation of Water Service.**

The District may discontinue any or all facilities or services to prevent an abuse or to enforce payment of any unpaid charge fee, rental due the District (including taxes that have been delinquent for six (6) months) upon observance of the procedure appropriate for the circumstances.

**B. Civil Penalties.**

The Board hereby imposes the following civil penalties for breach of any rule of the District: The violator shall pay the District twice the costs the District has sustained due to the violation up to **\$5,000.00**. A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorneys' fees shall be fixed by the court.

**C. Liability for Costs.**

Any person violating any of the provisions of this Order and/or the Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation, and enforcement thereof shall be in accordance with this Article X of this Order and Article X of the Rules and Regulations.

**Section 10.02. Non-waiver**

The failure on the part of the District to enforce any section, clause, sentence, or provision of this Order shall not constitute a waiver of the right of the District later to enforce any section, clause, sentence, or provision of this Order.

**Section 10.03. Appeal.**

Any determination by the District's Operator or the District's engineer or any authorized agent of the District of any dispute regarding the terms and provisions of this Order may be appealed to the Board of the District, which shall conduct a hearing on the matter. The District's Operator and/or attorney shall provide the Customer with information regarding appeals and hearing procedures upon the Customer's request.

**ARTICLE XI**  
**MISCELLANEOUS**

**Section 11.01. Amendments**

The Board of the District has and specifically reserves the right to change, alter or amend any rate or provision of this Order at any time.

**Section 11.02. Severability**

The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

**Section 11.03. Headings**

The section and paragraph headings used herein are for reference only and are not to be construed as part of the text of the section or paragraph.

**ARTICLE XII**  
**REPEAL OF PREVIOUS ORDERS**

All previous orders adopted by the Board of Supervisors pertaining to the subject matter hereof are each hereby repealed in their entirety as of the effective date hereof.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]**

The President or Vice President is authorized to execute and the Secretary or any Assistant Secretary is authorized to attest this Order on behalf of the Board and to do all things necessary and proper to carry out the purpose and intent hereof.

**EFFECTIVE DATE: January 21, 2021.**

**PASSED, ADOPTED, ORDERED, APPROVED THIS January 21, 2021.**

/s/ Paul Hamilton  
President, Board of Supervisors

ATTEST:  
/s/ Calvin Casher  
Secretary, Board of Supervisors

## LIST OF APPENDICES AND EXHIBITS

Exhibit 1	-	Temporary Application for Service
Exhibit 2	-	Residential/Irrigation Application for Service
Exhibit 3	-	Commercial, Tax-Exempt, Multi-Family and Non-Profit Application for Service
APPENDIX “ <u>A</u> ”		Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections
Exhibit 1	-	Plumber’s Certificate
Exhibit 2	-	Service Inspection Certification
Exhibit 3	-	Backflow Prevention Assembly Test and Maintenance Report
Exhibit 4	-	Customer Service Agreement
Exhibit 5	-	Sanitary Sewer Inspection Form
APPENDIX “ <u>B</u> ”		Drought Contingency Plan
APPENDIX “ <u>C</u> ”		Waste Ordinance

**EXHIBIT "1"**  
**TO RATE ORDER**

**FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**  
**APPLICATION FOR TEMPORARY SERVICE**

(Please print or type)

\_\_\_\_\_  
Name of Business/Applicant ("Applicant")

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Business Phone Cell Phone

Applicant hereby requests temporary water service for

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

Applicant is requesting temporary water service. Applicant agrees to pay (1) the cost to install the temporary meter, (2) the cost of the metered water as the rates set forth below, (3) the cost of the meter rental, and (4) the security deposit of \$1,500. The deposit shall be made by cashier's check or money order payable to the District. The deposit shall be used by the District to secure the payment for temporary water supplied by the District, the installation fee, and the cost of repair of any damages caused by the temporary Customer. The balance of the security deposit, if any, shall be refunded after disconnection from the District's System. Twenty-five dollars (\$25.00) of such deposit shall be non-refundable.

**Temporary Water Rates.**

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
<b>0 - 3,000 gallons</b>	<b>\$20.00 minimum</b>
<b>3,001 - 5,000 gallons</b>	<b>\$2.50 per 1,000 gallons</b>
<b>5,001 - 7,500 gallons</b>	<b>\$4.00 per 1,000 gallons</b>
<b>7,501 - 10,000 gallons</b>	<b>\$4.25 per 1,000 gallons</b>
<b>10,001 - 15,000 gallons</b>	<b>\$4.50 per 1,000 gallons</b>
<b>15,001 - 20,000 gallons</b>	<b>\$4.75 per 1,000 gallons</b>
<b>20,001 - 25,000 gallons</b>	<b>\$5.00 per 1,000 gallons</b>
<b>25,001 - 35,000 gallons</b>	<b>\$6.00 per 1,000 gallons</b>
<b>35,001 gallons or more</b>	<b>\$7.00 per 1,000 gallons</b>

\_\_\_\_\_  
Agreed to and accepted this \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature \_\_\_\_\_

**EXHIBIT "2"**  
**TO RATE ORDER**

**Fort Bend County Fresh Water Supply District No. 1**  
**APPLICATION FOR RESIDENTIAL SERVICE/ ESPLANADE/ IRRIGATION CONNECTION**  
(Please print or type)

\_\_\_\_\_  
(Name of Applicant)

\_\_\_\_\_  
(Subdivision and Section)

\_\_\_\_\_  
(Lot) (Block)

\_\_\_\_\_  
(Street Address) (City) (State) (Zip)

\_\_\_\_\_  
(Home Phone) (Business Phone)

Request for residential connection \_\_\_\_\_

Request for Irrigation Connection: \_\_\_\_\_

If for residential connection do you Own home \_\_\_\_\_ or Lease home \_\_\_\_\_ \*

\* If lease home provide evidence of Customership or lease agreement)

Installation to be performed by: \_\_\_\_\_

Type of pipe material to be used: PVC \_\_\_\_, ABS \_\_\_\_, VC \_\_\_\_, CI \_\_\_\_

Date: \_\_\_\_\_ Requested by: \_\_\_\_\_

Applicant to draw sketch of house layout and proposed location of water and sewer service line:

\_\_\_\_\_  
Applicant Signature

**For District Use Only**

Date Application Received: \_\_\_\_\_

Date Construction Authorized: \_\_\_\_\_

Connection Information: \_\_\_\_\_

WYE Location \_\_\_\_\_

Stack Location \_\_\_\_\_

Manhole Location \_\_\_\_\_

Date of Inspection 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

Date Permit Granted \_\_\_\_\_

Approved on \_\_\_\_\_ by \_\_\_\_\_  
District Representative

**EXHIBIT "3"**  
**TO RATE ORDER**

**FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**  
**APPLICATION FOR SERVICE MULTI-FAMILY CONNECTION, COMMERCIAL CONNECTION,**  
**TAX-EXEMPT CONNECTION, NON-PROFIT CONNECTION, INDUSTRIAL CONNECTION, CAR**  
**WASH CONNECTION AND NON-PROFIT/TAX EXEMPT FIRE CONNECTION**

The attached Application along with a **non-refundable** application fee made payable to Fort Bend County Fresh Water Supply District No. 1 (the "District") in the amount of (1) **\$500** if requesting service to property located within the District and containing 1-acre or less, (2) **\$2,500**, if requesting service to property located within the District and containing in excess of 1-acres and less than 10-acres, (3) **\$5,000**, if requesting service to property located inside the District and consisting of more than 10-acres, or to an Industrial Connection or Car Wash Connection, and (4) **\$7,500** if requesting service to property located outside the District, should be completed and submitted to the District care of Jacobs Engineering Group, Inc., 5995 Rogerdale Road, Houston, Texas 77072, Attn: David Dybala ("Engineer").

Upon receipt of the attached Application and application fee, the Engineer shall present your request to the Board of Supervisors of the District and obtain authorization for the District's consultants to begin evaluating your request. The application fee will be used to cover the expenses incurred by the District for the preliminary evaluation by the consultants as to whether the District's facilities can accommodate your proposed project.

Other pertinent facts and information you should know and be agreeable to are listed hereafter and should be read carefully before submitting your Application.

The Board of Supervisors has adopted the following policy for the purpose of providing water and sewer service for the growth and development within the District in a uniform and nondiscriminatory manner. These policies and procedures shall apply uniformly throughout the District for any new or additional development:

Any party requesting service from the District shall be required to submit an Application to the Board of Supervisors for consideration.

1. Commitments shall not be issued for more than one (1) year from the date of issuance.
2. Commitments are assignable only upon written approval of the Board of Supervisors of the District.
3. **APPLICATIONS SHALL NOT BE CONSIDERED FOR PROPERTY WITH DELINQUENT TAXES.**
4. No construction may begin on any improvements until all fees required by the District have been paid.
5. Applicant must provide the District's Engineer with two copies of the plans and specifications for the water, sewer and drainage for review and approval. Construction of said facilities may not begin until approved by the District's Engineer and all requisite fees paid to the District. Service will not be provided to applicant's property without approval by the District's Engineer.
6. Construction of the water, sewer and drainage facilities must begin prior to the expiration date contained in the commitment and diligently pursued thereafter.
7. Applicant is required to provide the District with periodic written progress reports (at thirty (30) day intervals) advising the Board of Supervisors as to the status of progress to completion of construction.
8. All tracts of land receiving service must be platted through the City of Houston, or such other City whose extraterritorial jurisdiction applies, Fort Bend County and other appropriate agencies prior to utility service being provided by the District. **SERVICE WILL NOT BE PROVIDED UNTIL THE DISTRICT'S ENGINEER HAS BEEN PROVIDED WITH A COPY OF THE RECORDED PLAT OR A LETTER FROM THE CITY OF HOUSTON, INDICATING THAT IT IS NOT NECESSARY TO RECORD A PLAT FOR THE TRACT OF LAND OR SUCH OTHER CITY WHOSE EXTRATERRITORIAL JURISDICTION APPLIES.**
9. Applicant must make arrangements to extend the necessary trunk water, sanitary sewer and drainage facilities to serve its property in areas where such facilities do not exist. All temporary and permanent



arrangements for sewer and water service must be worked out in advance of construction with the District's Engineer or Operator.

10. Applicant, at its sole cost, must convey all necessary easements and rights-of-way to the District with all lien holder subordinations.

11. All utility lines constructed that are not in permanent acceptable easements, or which lie within private developments (apartments, condominiums, etc.) shall remain the permanent property of the land Customer and shall remain such Customer's permanent maintenance responsibility.

12. Applicant shall furnish a statement of the estimated value of the proposed project as a part of the initial application, broken down by land value and improvements.

13. Any change of utilization to the previously approved use of the property covered by this application shall terminate any commitments issued unless otherwise approved by the District in writing.

14. Service shall be extended to a tract in accordance with the then current **Order Setting Water and Sewer Tap Fees and Setting Service Rates and Rules and Regulations Governing Waterworks and Sanitary Sewer System, including the payment of any tap fee.**

15. **ALL COMMERCIAL DEVELOPMENTS WILL BE REQUIRED TO INSTALL GREASE TRAPS, OR INTERCEPTORS AS SET FORTH IN SECTION 2.04 OF THE RATE ORDER UNLESS WAIVED BY THE BOARD OF SUPERVISORS.**

16. Service will not be provided to Applicant's property until (i) the water and sanitary sewer improvements are inspected by the District and it is determined that these facilities are in compliance with the District's rules and regulations; (ii) Applicant has paid all District costs for review of construction drawings and inspections of facilities; (iii) Applicant obtains approval of the development of Applicant's property by all appropriate regulatory authorities and/or agencies; (iv) Applicant receives written approval from the District's Operator; (v) Applicant provides evidence to the District's Engineer that Applicant's property has been platted and filed of record in the Official Records of Real Property of Fort Bend County, Texas or that a plat is not required pursuant to current law; (vi) evidence that all taxes on the Subject Tract due and owing the District have been paid, and (vii) the tap fee described above has been paid and the connection has been inspected by the District's Operator.

In addition to the other referenced prerequisites, the following requirements are applicable to requests for annexation:

- All legal, engineering and other costs associated with the annexation shall be paid by the Applicant.
- All costs of constructing the water, sanitary sewer and drainage facilities to serve the property shall be paid by the Applicant.
- The District's existing sewage treatment plant currently is sufficient to serve only the projected development of the land currently located within the District. Applicant shall be required to finance all costs related to whatever expansion to the District's sewage treatment plant is necessary to serve the annexed property. Such costs shall be secured by an irrevocable letter of credit, in form satisfactory to the District, drawn on a bank located in Fort Bend County, Texas. Such letter of credit shall be deposited with the District at the time Applicant begins construction of any utilities to serve its property.
- The same restrictions and procedures as described in 3 above shall apply to the District's water production facilities, if it is determined that the District does not have sufficient surplus water supply to serve Applicant's proposed development.
- All utility facilities proposed to be owned and operated by the District shall be designed by and construction supervised by the District's Engineer.
- All contracts let for the construction of public utilities shall be let in the name of the District and shall be supervised by the Board of Supervisors. All payments, however, shall be solely the responsibility of the Applicant.
- At the time the Bonds are sold Applicant shall waive any special use valuations including agricultural, open space or business inventory value for the property being served by the facilities being financed by such bond issue.
- The terms and conditions of the annexation agreement shall be recorded at the time of annexation and shall be binding upon any future purchaser and any lender.
- Whether the Applicant has a known use for the annexed tract will impact the Board's decision on whether to annex the tract.
- A feasibility study shall be prepared by the District's Engineer.

- Applicant shall provide to the District a copy of the deed showing current Customership of the property referenced in the Application.
- Applicant shall submit to the District a current title commitment.
- The petition to the City whose extraterritorial jurisdiction is applicable for its consent to the annexation and the annexation petition to the District shall be prepared by the District's Attorney.
- Applicant shall provide to the District a copy of the current survey of the property, including a metes and bounds description.

17. Applicant shall be aware of District's Rate Order covering water and sewer rates and discharges to the sewer. Copies of Rate Order are available from the District.

**APPLICATION FOR SERVICE**

(Please print or type)

Type of Application: \_\_\_\_\_ Commercial \_\_\_\_\_ Multi-Family \_\_\_\_\_ Tax-Exempt \_\_\_\_\_ Non-Profit

Name of Business: \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Type of Service Requested: \_\_\_\_\_ In-District \_\_\_\_\_ Out-of-District

Type of Service Requested: \_\_\_\_\_ Water \_\_\_\_\_ Wastewater

Estimated date construction to begin: \_\_\_\_\_

Proposed acreage in development: \_\_\_\_\_

Estimated taxable value: Land : \_\_\_\_\_ Improvements: \_\_\_\_\_

Type of wastewater to be put in system: \_\_\_\_\_ Domestic \_\_\_\_\_ Industrial

Wastewater/Water Capacity Required (Gallons/Day): \_\_\_\_\_

Name and address of title holder to referenced property

\_\_\_\_\_

\_\_\_\_\_

**UPON EXECUTION OF THIS APPLICATION FOR SERVICE COMMERCIAL CUSTOMER AND TENANT HEREBY CONFIRM THAT (1) TENANT AND COMMERCIAL CUSTOMER HAVE RECEIVED AND READ THE DISTRICT'S RATE ORDER AND UNDERSTAND THE POLICY AND PROCEDURES FOR APPLICATION FOR WATER AND SEWER SERVICE; (2) A SAMPLING PORT WILL BE INSTALLED AT THE POINT OF DISCHARGE INTO COMMERCIAL CUSTOMER'S SANITARY SEWER SYSTEM; (3) A GREASE TRAP MAY BE REQUIRED (4) PRIOR TO THE OCCUPANCY OF LEASED SPACE, TENANT AND COMMERCIAL CUSTOMER MUST RECEIVE WRITTEN APPROVAL FROM THE DISTRICT'S ENGINEER AND OPERATOR OF THE PLANS FOR WATER AND SEWER RELATING TO THE LEASED SPACE, AND (5) APPLICANT SHALL FURNISH TO THE DISTRICT'S ENGINEER WRITTEN CERTIFICATION FROM APPLICANT'S ENGINEER, THAT THE WATER, SANITARY SEWER AND DRAINAGE FACILITIES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT'S ENGINEER AND OPERATOR.**

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Type Name: \_\_\_\_\_

Signature of Customer: \_\_\_\_\_

Date: \_\_\_\_\_

Type Name: \_\_\_\_\_

Please attach a small map to the application indicating proposed location of project, and boundaries of subject tract. Applicant agrees that it shall notify the District if any of the above information should change during the Application process. This Application along with the requisite deposit must be submitted to Jacobs Engineering Group, Inc., 5995 Rogerdale Road, Houston, Texas 77072, with a copy thereof to the District's Attorney, Sanford Kuhl Hagan Kugle Parker Kahn LLP at 1980 Post Oak Boulevard, Suite 1380, Houston, Texas 77056.

=====

**For District Use Only**

Operator's recommendation:

\_\_\_\_\_

Engineer's recommendation:

\_\_\_\_\_

Is Annexation Required? \_\_\_\_\_

Amount of Service recommended: \_\_\_\_\_

Tap Fee Required: \_\_\_\_\_

Additional Considerations: \_\_\_\_\_

\_\_\_\_\_

Approved                       Disapproved

Board of Supervisors Meeting of \_\_\_\_\_

\_\_\_\_\_  
Signature, President, Fort Bend County Fresh Water Supply District No. 1

**APPENDIX “A”**  
**RULES AND REGULATIONS**  
**GOVERNING WATER AND SANITARY SEWER FACILITIES,**  
**SERVICE LINES, AND CONNECTIONS**

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §  
FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT No. 1 §

**ARTICLE I.**  
**PURPOSE**

The following Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections (the “Rules and Regulations”) shall govern the design, installation and inspection of all connections and taps made to the District’s water distribution system and sanitary sewer collection system, the limitations of the flow of waste into the sanitary sewer system, protection of all facilities which are part of the District’s waterworks and sanitary sewer system, and the enforcement of these Rules and Regulations.

**ARTICLE II.**  
**GENERAL**

**Section 2.01. Definitions.**

1. **Customer** is any person, partnership, corporation, non-profit corporation, trust or other legal entity served by the District with water and/or sewer services.
2. **District** is Fort Bend County Fresh Water Supply District No. 1 of Fort Bend County, Texas, a political subdivision of the State of Texas.
3. **Engineer** is the person, company or corporation which is under contract with the District to design the District’s Water Supply System and Sanitary Sewer Collection System and performs any additional services as set forth in the contract with the District.
4. **High Health Hazard** is a cross-connection, potential cross-connection, or any other situation involving any substance that can cause death, illness, spread of disease, or that has a high possibility of causing such effects if introduced into the District’s Water Supply System.
5. **Operator** is the person, company or corporation which is under contract with the District to operate the District’s Water Supply System and Sanitary Sewer Collection System, collect amounts owed to the District for such services, report monthly to the District on the operations of the District’s Water Supply System and Sanitary Sewer Collection System and perform any additional services as set forth in the contract with the District.
6. **Rate Order** shall mean the District’s Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing Policy Regulating Water Use During Emergencies; Establishing a Wastewater Control Order; and Providing Penalties for Violation Thereof which may be amended from time to time.
7. **Sanitary Sewer Collection System** constitutes the underground sanitary sewer lines owned or leased and operated by the District. This system is composed of all interconnecting laterals, mains, and trunk lines with manholes, clean-outs, stacks, tees, and wyes located within the publicly dedicated utility easements owned or leased and operated by the District. This system is maintained by the District.
8. **Sanitary Sewer Service Line** is any line which connects with the District’s Sanitary Sewer Collection System. This service line is owned and maintained by the property Customer.

9. **Sewer Tap** is the physical connection between the Sanitary Sewer Service Line and the District's Sanitary Sewer Collection System.

10. **Sewer Tap Inspection** is the inspection performed by the District's Operator to assure that the proper materials and connections to the Sanitary Sewer Collection System have been accomplished in accordance with these Rules and Regulations.

11. **State Approved Plumbing Code** is a set of rules governing plumbing practices which are at least as stringent and comprehensive as one of the following nationally recognized codes:

Southern Standard Plumbing Code.  
Uniform Plumbing Code.  
National Standard Plumbing Code.

12. **Tap Fee** is the fee paid to the District to obtain a water meter and sewer inspection for any dwelling. The amount of the Tap Fee shall be established in the District's Rate Order and may be modified or changed at any time.

13. **Utility Easement** is an interest in land, granted by dedication, to public utility entities, including the District, to install and maintain utilities across, over, or under private land together with the right to enter thereon with machinery, other vehicles and personnel necessary for the maintenance, repair or construction of said utilities.

14. **Water Supply System** is composed of all water lines, valves, valve boxes, flushing valves, blowoff valves, water meters, water meter service lines, and meter boxes located within public rights-of-way or easements owned or leased and operated by the District. This system is maintained by the District.

15. **Water Meter** is the recording device that registers the amounts of water consumed by each Customer of the District. This meter is owned and maintained by the District.

16. **Water Service Line** is any line which connects to the District's Water Supply System. This service line is owned and maintained by the property Customer.

17. **Water Tap** is the physical connection of any Water Service Line to the District's Water Supply System. Such connection will be made only by the District's Operator.

#### **Section 2.02. Platting Requirement.**

No connection shall be made to the District's Water Supply System or Sanitary Sewer Collection System unless the tract, parcel, or lot of land to be served by such connection:

1. was first connected to the District's Water Supply System or Sanitary Sewer Collection System when such system first came online, or
2. is part of an area covered by a development plat duly approved and recorded pursuant to Sections 212.0115 and 212.012 of the Local Government Code, as amended, or
3. is not required to be platted and written certification to that effect, in accordance with Section 212.0115(e), has been presented to the District's Operator.

#### **Section 2.03. Approval of Plans and Specifications.**

Prior to any connection to the District's Water Supply System or the Sanitary Sewer Collection System, the plans and specifications for the Sanitary Sewer Service Line and the Water Service Line must be submitted the District's Engineer for review and approval. Upon the Engineer's review and approval, the plans and specifications shall then be submitted to the District's Operator for review and approval. The cost of the review and approval of the plans and specification by the District's Engineer and Operator shall be paid by the Customer.

**ARTICLE III.**  
**WATER CONNECTIONS**

**Section 3.01. Water Tap Materials.**

Only the following types of pipe and fitting materials shall be approved for the installation of Water Taps:

- A. Any meter approved by the City of Houston or the City of Pearland, as applicable;
- B. Brass curb stops, corp stops, and related fittings manufactured by Ford, Hays or Muller;
- C. Polyethylene water service pipe, 3/4" to 2,";
- D. Cast iron or vinyl iron (C-900) water service pipe, larger than 2";
- E. Water main pipe of the type originally installed;
- F. Plastic meter box up to 2" meter;
- G. Concrete meter box, where traffic use is specified; and
- H. Concrete meter vault per City of Houston specifications for 3" and larger meter.

**Section 3.02. Plumbing Material Prohibitions.**

**A. Prohibited Materials.**

The use of the following materials are prohibited for the installation and repair of the District's Water Supply System and for the installation and repair of any private plumbing facilities:

- 1. any pipe or pipe fitting which contains more than a weighted average of 0.25 % lead; and
- 2. any solder or flux which contains more than 0.2% lead.

This prohibition may be waived for lead joints that are necessary for repairs to cast iron pipe.

**B. Certificate of Compliance.**

No new connections to the District's Water Supply System shall be made unless a state licensed plumber first submits in writing to the District a Certificate of Compliance, as set forth in Exhibit "1" attached hereto, specifying that the new connection complies with the plumbing material prohibition contained in Section 3.02(A) hereof. The Certificate of Compliance shall be signed by the licensed plumber and must be submitted to the District's Operator prior to continuous service being supplied. The District shall not accept any Tap Fee that is not accompanied by a Certificate of Compliance.

**Section 3.03. Installation.**

- A. An Application for Service, a copy of which is attached hereto as Exhibit "5," must be filed with the District's Operator. The Customer must pay to the District's Operator all Tap Fees, inspection fees and deposits, as described in the District's Rate Order.
- B. All Water Taps to the District's Water Supply System shall be installed only by the District's Operator.
- C. The District's Operator shall install Water Taps and set meters at a location on adjoining property lines, whenever possible, with the meter box being located in the easement adjacent to the property line and with two (2) meters per box, where appropriate.
- D. The District's Operator shall be responsible for all repairs to the Water Taps.

E. After installation of the Water Tap, connection of the Water Service Line shall be made at the expense of the Customer. (Note: This line shall be tested for leaks since all water recorded through the meter will be charged to the Customer).

F. After connection to the District's Water Supply System, the Water Service Line should be thoroughly flushed as to prevent foreign matter from entering the household system.

#### **Section 3.04. Customer Service Inspection Certifications.**

A. A Customer Service Inspection Certification, as described in Exhibit "2" attached hereto, shall be completed prior to providing continuous water service to any new construction, on any existing service where the District has reason to believe that cross-connections or other unacceptable plumbing practices exist, and after any material improvement, correction, or addition to private plumbing facilities. Prior to the District initiating continuous service, a Customer shall provide a Customer Service Inspection Certification to the District. The Customer Service Inspection Certification may only be performed by those individuals described in Subsection B of this Section 3.04. For Customer Service Inspection Certifications performed by the District's Operator, the Customer must pay the District the Customer Service Inspection Fee prior to the Operator performing the inspection and certification. Copies of properly completed Customer Service Inspection Certifications shall be kept on file by the District's Operator and made available, upon request, for Texas Commission on Environmental Quality ("TCEQ") review. Inspection certifications shall be retained for a minimum of ten (10) years. Failure to provide a Customer Service Inspection Certification in accordance with this Section 3.04 shall constitute a violation of these Rules and Regulations and such violation shall be subject to the enforcement provisions set forth in Article X hereof.

B. Individuals with the following credentials shall be recognized as capable of conducting a Customer Service Inspection Certification:

1. Plumbing Inspectors and Water Supply Protection Specialists licensed by the Texas State Board of Plumbing Examiners; and
2. Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the TCEQ or its designated agent, and hold an endorsement granted by the TCEQ or its designated agent.

C. Private plumbing facilities in violation of Article III hereof shall constitute an unacceptable plumbing practice and violation of these Rules and Regulations. If an unacceptable plumbing practice is discovered, the Customer shall eliminate the unacceptable plumbing practice within thirty (30) days from the date of discovery to prevent possible contamination of the District's Water Supply System. The existence of a serious threat to the integrity of the District's Water Supply System shall be considered sufficient grounds for immediate termination of water service. Service can be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken, and a Customer Service Inspection Certification confirming correction of unacceptable plumbing practices has been submitted to the District.

D. The Customer Service Inspection Certification shall certify that:

1. No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District's Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing regulations.
2. No cross-connection between the District's Water Supply System and a private water source exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.



3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.
4. No pipe or pipe fitting which contains more than a weighted average of 0.25 % of lead exists in private plumbing facilities installed on or after July 1, 1988.
5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.
6. No new or replacement plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.

### **Section 3.05. Prohibited Connections.**

A. No water connection from the District's Water Supply System shall be made to any structure where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. Where a containment air gap is impractical, individual "internal" air gaps or mechanical backflow prevention devices shall be required at the meter in the form of a backflow prevention device (in accordance with AWWA Standards C510 and C511 and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health.

B. No water connection from the District's Water Supply System shall be made to any condensing, cooling, or industrial process or any other system of nonpotable usage over which the District does not have sanitary control, unless the said connection is made in accordance with the requirements of paragraph (A) of this section. Water from such systems cannot be returned to the District's Water Supply System.

C. Overhead bulk water dispensing stations must be provided with an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross-contamination.

### **Section 3.06. Backflow Prevention Assemblies.**

A. Backflow prevention assemblies shall be installed on any connection which poses a High Health Hazard and any other connection which the District or the District's Operator reasonably believes poses a threat to the District's Water Supply System. Water service provided for lawn sprinklers, swimming pool supply, reflection pool supply or other such applications must incorporate a back flow prevention assembly in accordance with a State Approved Plumbing Code for the particular designated use. No permanent water service will be provided or continued to any new connection in the District which requires a backflow prevention assembly, unless the Customer provides the District with a Backflow Prevention Assembly Test and Maintenance Report (the "Test Report") , as described in Exhibit "3" attached hereto. At the request of the customer, the District's Operator may, on behalf of the District, install the backflow prevention assembly and complete the Test Report at the Customer's cost.

B. All backflow prevention assemblies shall be tested upon installation by a Recognized Backflow Prevention Assembly Tester and certified to be operating within specifications. The Test Report, as described in Exhibit "3" attached hereto, shall be retained for a minimum of three (3) years. The District shall provide these records to the TCEQ for inspection upon request. Backflow prevention assemblies which are installed to provide protection against High Health Hazards must also be tested and certified to be operating within specifications at least annually by a Recognized Backflow Prevention Device Tester.

C. Recognized Backflow Prevention Device Testers shall have completed a TCEQ approved course on cross-connection control and backflow prevention and passed an examination administered by the TCEQ or its designated agent. The accredited tester classification shall be broken down into two categories:

1. The "General Tester" is qualified to test and repair backflow prevention assemblies.
2. The "Fireline Tester" is qualified to test and repair backflow prevention assemblies on firelines only. The State Fire Marshall's office requires that a person performing maintenance on firelines must be employed by an Approved Fireline Contractor.

D. Individuals who can show proof of completion of a course and passage of an exam based on the ABPA or ASSE National Exam, prior to the effective date of these regulations, may be recognized as accredited for the term of their current certification (not to exceed three (3) years).

E. Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Foundation of Cross-Connection Control and Hydraulic Research and/or the American Water Works Association Manual of Cross Connection Control (Manual M-14). Test gauge serial numbers must be included on the Test Report and Recognized Backflow Prevention Device Testers shall have gauges tested for accuracy.

F. A Test Report must be completed by the Recognized Backflow Prevention Assembly Tester for each assembly tested. The signed and dated original must be submitted to the District's Operator for record keeping purposes.

G. Repairs to backflow prevention assemblies shall be performed by authorized individuals as recognized by the Texas State Board of Plumbing Examiners, the TCEQ, Texas Irrigators Advisory Council, or the Texas Commission on Fire Protection-State Fire Marshall's Office, depending upon application and use.

H. The use of a backflow prevention device at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by a State Approved Plumbing Code.

### **Section 3.07. Customer Service Agreements.**

A. The District is responsible for protecting its Water Supply System from contamination or pollution which can result from unacceptable plumbing practices. To this end, the District has adopted plumbing restrictions to provide protection to the District's Water Supply System. To notify Customers of the plumbing restrictions which are in place, each Customer shall be required to sign a Customer Service Agreement, as described in Exhibit "4" attached hereto, before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of a Customer Service Agreement.

The District will maintain a copy of the Customer Service Agreement as long as the Customer and/or the premises is connected to the District.

B. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.

C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practices which have been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately correct any undesirable plumbing practice on his/her premises.

E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

F. If a Customer fails to comply with the terms of the Customer Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention assembly at the service connection. Any expenses associated with the enforcement of the Customer Service Agreement shall be billed to the Customer.

**ARTICLE IV.**  
**SANITARY SEWER CONNECTIONS**

**Section 4.01. Sanitary Sewer Service Line Installation.**

A. Only one Sanitary Sewer Service Line connection to the District's Sanitary Sewer Collection System is permitted for each residence. The Sanitary Sewer Service Line shall remain fully within the boundaries of the lot until the line reaches a utility easement or street right-of-way.

B. No opening in the District's Sanitary Sewer Collection System will be allowed to remain overnight or during rain.

C. All Sanitary Sewer Service Lines must be constructed to true alignment and grade. Warped and/or sagging lines will not be permitted. Sanitary Sewer Service Lines must have continuous contact with firm trench bottom throughout their entire run. Lines placed in such manner as to increase the likelihood of being displaced during backfill will be rejected.

D. All Sanitary Sewer Service Lines should be run from wyes or stacks directly to the houses without meanders or bends.

**Section 4.02. Sanitary Sewer Service Line Materials.**

Only the following types of pipe and fitting materials are approved for constructing Sanitary Sewer Service Lines. Pipe and fittings in each Sanitary Sewer Service Line must consist of the following material or other material approved by the District's Engineer:

1. Vitrified clay pipe conforming to ASTM Specification C700 with joint coupling conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12.

2. Cast iron soil pipe, standard weight, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.

3. Poly-vinyl-chloride PSM (PVC) pipe conforming to ASTM Specification D3034 or ASTM specification F789 (with UL listing) and installed according to ASTM D2321.

4. Ductile Iron Pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11 and installed according to manufacturer's recommendations.

5. Acrylonitrile-butadiene-styrene (ABS) pipe material conforming to ASTM Specification D2751.

**Section 4.03. Size and Grade of Sanitary Sewer Service Lines.**

A. Minimum Size for Sanitary Sewer Service Lines shall be 4 inches in diameter.

B. The minimum grades for Sanitary Sewer Service Lines shall be as follows:

1. 4 inch pipe - - - 14 inch drop per hundred feet (1.2%);

2. 6 inch pipe - - - 8 inch drop per hundred feet (0.7%); and

3. 8 inch pipe - - - 5 inch drop per hundred feet (0.4%).

C. The maximum grades for Sewer Service Lines shall be as follows:

1. 4 inch pipe - - - two and one-half feet drop per hundred feet (2.5%) ;

2. 6 inch pipe - - - one and one-half feet drop per hundred feet (1.5%) ; and

3. 8 inch pipe - - - one foot drop per hundred feet (1%) .

**Section 4.04. Connection of Building Sewer Outlet.**

A. On all building waste outlets, the building tie-on connections shall be made directly to the stub-out from the building plumbing at the foundation.

B. Water-tight adapters of a type compatible with the materials being joined shall be used at the point of connection of a Sanitary Sewer Service Line to the building plumbing. No cement grout materials shall be permitted.

C. Unless an exception is permitted by the District's Operator, existing wye and stack connections must be utilized for connection of a Sanitary Sewer Service Line to the District's Sanitary Sewer Collection System.

**Section 4.05. Fittings and Cleanouts.**

A. No bends or turns at any point will be greater than forty-five degrees (45°).

B. Each horizontal Sanitary Sewer Service Line will be provided with a cleanout at its upper terminal; and each such run of piping which is more than ninety (90) feet in length will be provided with a cleanout for each ninety (90) feet or fraction thereof in the length of such piping.

C. Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of wye branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.

D. Cleanouts will be made with air-tight mechanical plug.

**Section 4.06. Installation of Sewer Taps and Issuance of Permits.**

A. Sanitary Sewer Service Lines must be at least 24 inches below (vertically) and at least 9 feet from (horizontally) any Water Service Line (far side or near side connection). If this is not possible, a cast iron casing over the Water Service Line must be installed by the Customer, which casing will be inspected by the Operator.

B. Excavation for Sewer Taps shall be water tamped in all areas within 5 feet (vertically or horizontally) of any existing sewer lines, sidewalks or driveways. Soil not suitable for water tamping (clay modules, organic material or silty soils) shall be removed and replaced with suitable backfill materials.

C. An Application for Service (a copy of which is attached as Exhibit "5") must be filed with the District's Operator prior to construction of any Sanitary Sewer Service Line, and the Tap Fee and/or Sewer Tap Inspection fee as established in the District's most current Rate Order should accompany the application. (Application forms are available from the District's Operator.) Construction of any Sanitary Sewer Service Line must not begin until the design of the Sanitary Sewer Service Line is approved by the District's Engineer and construction is authorized by the District's Operator.

D. When the Sanitary Sewer Service Line is complete, and prior to backfilling the pipe trench, the Customer shall request an inspection of the Sanitary Sewer Service Line. Requests for inspections (or reinspections) shall be made to the District's Operator at least twenty-four (24) hours in advance of the inspection.

E. The Sewer Tap shall be made only under the supervision of the District's Operator by use of an adapter of a type compatible with materials being joined. The Sewer Tap shall be watertight. No cement grout materials are permitted.

F. Any damage to the District's facility shall be repaired promptly by the Customer under the direction of the District's Operator. Major damage will be repaired by the District's Operator at the Customer's expense.

G. Backfilling of a Sanitary Sewer Service Line trench must be accomplished within twenty-four (24) hours of inspection and approval. Backfill material shall be sand or loam free of large lumps or clods. No debris will be permitted in the trench or backfill.

H. During inspection of the Sanitary Sewer Service Line, the District's Operator will examine all District facilities, such as manholes, valves, flush valves, and inlets on and adjacent to the lot. The connection permit will not be granted until any damage to these facilities has been repaired.

I. The District's Operator will complete the Inspection Form (a copy of which is attached as Exhibit "6") and file it for record with the Application.

J. A connection permit will be issued after the Sewer Tap Inspection is performed and the District's Operator confirms that all requirements of these Rules and Regulations have been met.

K. Connection permits which are rejected for any deficiency shall be promptly corrected and a reinspection requested. A reinspection fee as set forth in the District's Rate Order shall be paid at the time the reinspection is requested.

#### **ARTICLE V.** **FEES AND CHARGES**

The District's fees and charges shall be as established by its Rate Order.

#### **ARTICLE VI.** **EXCLUDED FLOW AND WASTE**

No waste material which is not biologically degradable will be permitted to discharge into the District's Sanitary Sewer Collection System, including mud and debris accumulated during service line installation. The Customer should refer to the District's Rate Order and Wastewater Control Order for specific information concerning acceptable discharges into the District's Sanitary Sewer Collection System. The Customer is to be fully responsible for cleaning and jetting lines of any dirt or debris permitted to enter during service construction. No surface runoff water will be permitted to be discharged into the District's Sanitary Sewer Collection System, including but not limited to, downspouts and yard or area drains. Swimming pool and/or spa connections will not be made to the District's Sanitary Sewer Collection System unless specifically approved by the District in writing.

#### **ARTICLE VII.** **PRIVATE WELLS/TANKS**

The construction of water wells and/or the installation of septic tanks is prohibited without prior written approval by the Board of Supervisors. Said approval, if granted by the Board of Supervisors, will state the purpose for the construction of a water well and the intended use of the water.

#### **ARTICLE VIII.** **AVAILABILITY OF ACCESS/OBSTRUCTIONS**

By application for connection to the District's Sanitary Sewer Collection System and/or Water Supply System, the Customer shall be deemed to be granting to the District and its representatives a right of ingress and egress to and from the meter or point of service for such installation, maintenance and repair as the District, in its judgment, may deem reasonably necessary. The Customer shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the Customer's property, including the interior and exterior of the Customer's premises, for the purpose of performing the inspections and completing the Customer Service Inspection Certifications required by these Rules and Regulations. Taps and connections will not be made when, in the opinion of the District's Engineer or Operator, the work area is obstructed by building materials or other debris or the work area is not completed or finished to grade. When sidewalks, driveways or other improvements have been constructed prior to application for service, such application shall be construed and accepted as the Customer's waiver of a claim for any damages to such improvements resulting from the reasonable actions of the District's Operator in installation of the connection.

#### **ARTICLE IX.** **PROTECTION OF DISTRICT'S WATER SUPPLY SYSTEM AND** **SANITARY SEWER COLLECTION SYSTEM**

A. Damage to the District's Water Supply System or the Sanitary Sewer Collection System by the District's Customers, including developers and builders' plumbers, will be repaired by the District at the Customer's expense.

B. After a water meter has been set or a fire hydrant installed, the Customer shall at all times keep the area in, around and upon such facilities and District easements and property under Customer's control free from rubbish or obstructions of any kind, including shrubbery. Failure to keep such facilities and District easements and property under Customer's control free from rubbish or obstructions of other kind, including shrubbery, shall result in disconnection of water service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's Sanitary Sewer Collection System which could cause obstruction of said system. In the event that an inspection by the District's Engineer or Operator reveals foreseeable damage to the District's Sanitary Sewer Collection System resulting from a Customer's failure to prevent obstructions from entering said system, the District reserves the right to remove the obstruction immediately and without notice. Any costs incurred by the District for removal of an obstruction to the District's system, plus a District administration fee of 20% of said costs, shall be assessed to the Customer.

C. It shall be unlawful for any person, unless authorized in writing by the District's Operator, to tamper or interfere with, obstruct access to, or as a result of willful action injure, deface, or destroy any facilities that are a part of the District's Water Supply System or Sanitary Sewer Collection System, including, with respect to the waterworks system, water plants, flushing valves, valve boxes, and water lines up to the meter box and including meters; provided, however, that duly authorized members of the local fire department shall have the right to use such flushing valves for fire protection purposes.

D. It shall be unlawful for any person to connect any building to the District's Water Supply System without a meter or to have a straight line connection to a building without being metered. It shall also be unlawful for any person, other than the District's Operator or Engineer, to draw water from the District's Water Supply System (except for the use of water for firefighting purposes) without being metered, including the unauthorized use of a flushing valve or unmetered water taps.

E. It shall be unlawful for any person to deposit, throw, drain, discharge, or otherwise cause to be injected into any sewer, manhole, catch basin, flush tank, or other facility that is a part of the District's Water Supply System or Sanitary Sewer Collection System any debris or foreign substance that would interfere with the proper and routine functioning thereof.

#### **ARTICLE X.** **ENFORCEMENT OF RULES AND REGULATIONS**

Any and all of the following remedies may be employed by the District to abate and prevent any violation of the provisions of these Rules and Regulations:

1. Discontinuance of water service.
2. Disconnection and sealing of sanitary sewer connection.
3. The Board hereby imposes the following civil penalties for breach of any rule or regulation of the District: The violator shall pay the District twice the costs the District has sustained due to the violation up to **\$5,000**. A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorneys' fees shall be fixed by the court.
4. A Customer found in violation of these Rules and Regulations shall be liable to the District for all expenses borne by the District including laboratory fees, legal fees, engineering fees and other costs incurred by the District in establishing the violation and resolving the cause of the violation.
5. A Customer found in violation of these Rules and Regulations who causes or contributes to a violation by the District's Sanitary Sewer Collection System of effluent parameters shall be liable to the District for all expenses borne by the District, including legal and engineering fees related to any lawsuit

filed by federal, state, or local authorities regarding violations by the District of effluent parameters applicable to the District's Sanitary Sewer Collection System.

**ARTICLE XI.**  
**EFFECTIVE DATE**

These Rules and Regulations shall become effective upon the date of adoption of the Rate Order.

**EXHIBIT "1"**  
**TO APPENDIX "A"**

**CERTIFICATE OF COMPLIANCE WITH PROHIBITION ON USE OF SPECIFIED  
MATERIALS IN CONNECTIONS TO MUNICIPAL UTILITY DISTRICT WATER SYSTEM**

I, \_\_\_\_\_, a duly licensed plumber in the State of Texas, hereby certify that the connection at \_\_\_\_\_ (the "Connection") complies in full with the "Prohibition of Use of Specified Materials" provision contained in the Rules and Regulations for \_\_\_\_\_. I further certify that:

- 1.No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
- 2.No cross connection between the District's Water Supply System and a private water system exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply system, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement.
- 3.Exists for annual inspection and testing by a certified backflow prevention device tester.
- 4.No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.
- 5.No pipe or pipe fitting which contains more than a weighted average of 0.25% of lead exists in private plumbing facilities installed on or after July 1, 1988.
- 6.No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.
- 7.No plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.

These determinations have been made under my direction and supervision. I am aware that there are significant penalties for false certification, including the possibility of fine.



**EXHIBIT "2"**  
**TO APPENDIX "A"**

**Service Inspection Certification**

Name of District: Fort Bend County Fresh Water Supply District No. 1

District I.D. #: \_\_\_\_\_

Location of Service: \_\_\_\_\_

I, \_\_\_\_\_ (*name of Inspector*), upon inspection of the private plumbing facilities connected to the Water Supply System of \_\_\_\_\_, do hereby certify that, to the best of my knowledge:

Certificate of  
Compliance  
on  
File  
Compliance      Non-  
Compliance

		<b><u>FOR DISTRICT USE ONLY</u></b>		
		Compliance	Non-Compliance	File
(1)	No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<b><u>No cross connection between the District's Water Supply System and a private water system exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply system, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<b><u>No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	<b><u>No pipe or pipe fitting which contains more than a weighted average of 0.25 % lead exists in private plumbing facilities installed on or after January 1, 2014.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	<b><u>No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	<b><u>No plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.**

**I further certify that the following materials were used in the installation of the plumbing facilities:**

**Service Lines    Lead        Copper        PVC        Other**

**Solder    Lead        Lead Free        Solvent Weld        Other**

**I recognize that this document shall become a permanent record of the Water Supply System of \_\_\_\_\_ and that I am legally responsible for the validity of the information I have provided.**

**NOTE: THIS SERVICE INSPECTION CERTIFICATION IS FURNISHED FOR THE SOLE PURPOSE OF INSPECTING THE PLUMBING FACILITIES AT THE AFORESAID LOCATION OF SERVICE FOR UNACCEPTABLE PLUMBING PRACTICES IN ACCORDANCE WITH SAID DISTRICT'S RULES AND REGULATIONS GOVERNING WATER AND SANITARY SEWER FACILITIES, SERVICE LINES, AND CONNECTIONS. NO REPRESENTATION OR WARRANTY IS INTENDED OR MADE AS TO THE ADEQUACY, QUALITY OR FITNESS OF THE PRIVATE PLUMBING FACILITIES.**

Signature of Inspector: \_\_\_\_\_ Registration Number: \_\_\_\_\_

Title: \_\_\_\_\_ Type of Registration: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "3"**  
**TO APPENDIX "A"**

**Backflow Prevention Assembly Test and Maintenance Report**

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the District for record keeping purposes:

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

Name of District: \_\_\_\_\_  
 PWS I.D. #: \_\_\_\_\_  
 Location of Service: \_\_\_\_\_

The backflow prevention assembly detailed below has been tested and maintained as required by TCEQ regulations and is certified to be operating within acceptable parameters.

TYPE OF ASSEMBLY

- |   |  |
|---|--|
| <input type="checkbox"/> Reduced Pressure Principle | <input type="checkbox"/> Pressure Vacuum Breaker   |
| <input type="checkbox"/> Double Check Valve         | <input type="checkbox"/> Atmosphere Vacuum Breaker |
| <input type="checkbox"/> Not Needed at this Address |  |

Manufacturer \_\_\_\_\_  
 Model Number \_\_\_\_\_  
 Serial Number \_\_\_\_\_

Size \_\_\_\_\_  
 Located at \_\_\_\_\_

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at ____ psid ____ psid	
Initial Test	DC-Closed Tight <input type="checkbox"/> RP-____ psid Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/>  Leaked <input type="checkbox"/>	Opened at ____ psid	Did not Open <input type="checkbox"/>	Leaked <input type="checkbox"/>
Repairs and Materials Used					
Test After Repair	DC-Closed RP____ psid	Tight <input type="checkbox"/> Closed Tight <input type="checkbox"/>	Opened at ____ psid	Opened at _____psid	____ psid

The above is certified to be true.

Firm Name: \_\_\_\_\_ Certified Tester: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_ Cert. Tester No.: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "4"**  
**TO APPENDIX "A"**

**CUSTOMER SERVICE AGREEMENT**

**Section I. Purpose.** Fort Bend County Fresh Water Supply District No. 1 (the "District") is responsible for protecting its Water Supply System from contamination or pollution which could result from unacceptable plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this Customer Service Agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this Customer Service Agreement.

**Section II. Plumbing Restrictions.** The following unacceptable plumbing practices are prohibited by State regulations:

- A. No direct connection between the District's Water Supply System and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention device.
- B. No cross-connection between the District's Water Supply System and a private water system is permitted. These potential threats to the District's Water Supply System shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the District's Water Supply System is permitted.
- D. No pipe or pipe fitting which contains more than a weighted average of 0.25% of lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

**Section III. Service Agreement.** The following are the terms of this Customer Service Agreement between the "District and \_\_\_\_\_ (the "Customer"):

- A. The District will maintain a copy of this Customer Service Agreement as long as the Customer and/or the premises is connected to the District.
- B. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practices which have been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

**Section IV. Enforcement.** If the Customer fails to comply with the terms of this Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to the Customer.

**NOTE: THE PURPOSE OF THE CUSTOMER SERVICE AGREEMENT IS TO NOTIFY CUSTOMERS OF THE PLUMBING RESTRICTIONS OF THE DISTRICT ADOPTED TO PROTECT THE DISTRICT'S WATER SUPPLY SYSTEM. INSPECTIONS CONDUCTED BY THE DISTRICT'S OPERATOR IN ACCORDANCE WITH THIS SERVICE AGREEMENT ARE FOR THE SOLE PURPOSE OF DISCOVERING AND ELIMINATING UNACCEPTABLE PLUMBING PRACTICES. THE DISTRICT OR THE DISTRICT'S OPERATOR MAKES NO REPRESENTATION AS TO THE ADEQUACY, QUALITY, OR FITNESS OF THE CUSTOMER'S PRIVATE PLUMBING FACILITIES.**

Customer's  
Signature \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

**EXHIBIT "5"**  
**TO APPENDIX "A"**

**INSPECTION FORM - SANITARY SEWER SERVICE**

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_  
Street Address \_\_\_\_\_  
Inspection Requested By: \_\_\_\_\_ Date \_\_\_\_\_  
Date Tap to Be Made \_\_\_\_\_  
Results of Inspection Made on \_\_\_\_\_ at \_\_\_\_\_ AM \_\_\_\_\_ PM  
Pipe Material: Size \_\_\_\_\_ PVC (D3034) \_\_\_\_\_ ABS(D2751) \_\_\_\_\_  
Tap to: Wye \_\_\_\_\_ Stack \_\_\_\_\_  
Cleanout: House \_\_\_\_\_ and \_\_\_\_\_

**INSTALLATION**

	<u>Satisfactory</u>	<u>Unsatisfactory</u>
Directness to Wye	_____	_____
Slope	_____	_____
Full Contact w/bedding	_____	_____
Connection w/Main	_____	_____
Condition of Other District	_____	_____
Facilities on Lot	_____	_____

Connection Permit is approved (not approved).  
Water service to Lot is approved (not approved).  
This service reinspected on \_\_\_\_\_. (See Attached new report) .  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:

Applicant _____	By: _____	
		District Inspector
Manager _____	By: _____	
		Authorized Representative of Applicant

**APPENDIX “B”**  
**DROUGHT CONTINGENCY AND**  
**WATER CONSERVATION PLAN**  
**FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT #1**

**PART A: WATER CONSERVATION UTILITY PROFILE.**

**Section 1: Introduction.**

The Fort Bend County Fresh Water Supply District #1 (the “District”), as required by the Texas Water Development Board (TWDB) and the North Fort Bend Water Authority (NFBWA), has developed a water conservation plan (the “Plan”). The Plan has been prepared in accordance with the guidelines set forth by the TWDB.

The District was created in accordance with Chapters 49 and 53 of the Texas Water Code and confirmed by the voters of the District on January 18, 1997. The District consists of 4,326 acres and is located along the FM 521 corridor east of Missouri City, south of the City of Houston, north of the City of Arcola, and west of Pearland. The District was created to provide water services within its boundaries. The District voted in January 2000 to provide sanitary sewer services within its boundaries. The District is now authorized to provide water and sanitary sewer services within its boundaries.

**Section 2: Approval of the Plan.**

The Board of the District hereby approves and adopts this Plan as set forth in this Order, and the provisions of such Plan shall be implemented immediately and enforced as a rule of the District.

**Section 3: Utility Profile.**

For the year 2012, the District has an estimated 6,633 residents with 1,843 anticipated connections to both water and sanitary sewer. Currently, the District has 284 equivalent single family connections (“ESFCs”) to the water system, with a daily usage per ESFC ranging from 175 gallons to 250 gallons. The District also has one water plant capable of supplying water to 1,500 ESFCs. Currently, no wastewater collection system exists for the District; therefore, no customer data or wastewater system data exists. The District has a contract with the City of Arcola (the “City”) to provide to the City 500 ESFCs of water supply. Currently, the City is not purchasing any water from the District; therefore, no customer data or water use data exists.

**Section 4: Water Conservation Goals.**

The District’s water plant and distribution system are new facilities, approximately four years old, and are for the most part water tight. The current water customers use very small quantities of water per day, approximately 175 gallons to 250 gallons per connection. Therefore, the goals of the water conservation plan are to maintain this current state of minimal water usage and unaccounted water loss, and, where possible, conserving water further by the following:

- 1) To provide information to the public that encourages non-wasteful water usage;
- 2) To reduce water usage on a per-capita basis;
- 3) To decrease the percentage of water that is unaccounted for;
- 4) To decrease the ratio of peak to average daily water capacity; and
- 5) To ensure that demand does not exceed water distribution capacity.

**PART B: LONG TERM WATER CONSERVATION PLAN.**

**Section 1: Education and Information.**

The District hereby institutes an educational program, to be implemented immediately, to promote the Plan by the general public which shall include any of the following:

- A. Publications of articles in a newspaper or newsletter of general circulation in the District's service area, providing information regarding the Plan; and
- B. Direct distributions to all District residents and other users of water within the District, and all wholesale water customers of the District, if any, ("Users") explaining the Plan; and
- C. Direct distributions to Users of educational and informational material regarding the Plan; and
- D. Additional annual educational water conservation activities consisting of (i) publishing an article or articles in a local newspaper or newsletter of general circulation in the District's service area, providing tips or information on water saving techniques, or (ii) conducting an informational school program in a school attended by students within the District's service area, or (iii) conducting an educational program for Users at a public place within or accessible to residents of the District, or (iv) conducting or engaging in such other informational or educational activity designed to further the Plan as, in the discretion of the Board of Supervisors, may be consistent with the purposes and policies of this Plan, or (v) any combination of the foregoing.

**Section 2: System Maintenance.**

The District hereby institutes a detection and maintenance program, to be implemented immediately, to reduce water loss and to enforce the Plan which may include any of the following:

**A. Meter Replacement and Repair.**

The District shall ensure that all new connections will have new meters. Water will be metered at the source at the water plant. Should an individual meter register an unusual reading for a period of 3 consecutive months, either an increase or decrease from the norm, the meter would be tested and appropriate action taken.

The District shall implement the following test schedule for all meters:

<b>Meter Type</b>	<b>Testing Frequency</b>
Production Meters	Once a year
Meters larger than 1 ½"	Once a year
Meters 1 ½" or smaller	Every 10 years

Meters will be replaced as necessary to maintain a functioning system.

**B. Leak Detection and Repair.**

The District shall utilize a visual inspection and citizen reports to detect and control leaks. The District shall also conduct annual water audits of the system.

In the event that an unauthorized connection to the system is detected, a warning letter will be sent to the User. The User will then have 30 days to correct the situation. After 30 days, if the User has not corrected the situation the District reserves the right to discontinue water service to the unauthorized User. If the User continues to use the water system unauthorized, the District reserves the right to bill the User for the removal of all unauthorized connections.

Unauthorized connections include, but are not limited to, using a fire hydrant without prior written consent from the water provider. All authorized hydrant hookups shall use a water meter and shall have it read by the water provider to ensure that water consumption is accounted for properly.

**C. Water Conserving Landscape.**

The District shall use public education and information programs to introduce suggestions on landscaping and irrigation practices that promote water conservation to the general public. Notices will provide information on conservation ideas that can reduce water consumption and therefore reduce overall water costs.

Commercial businesses that sell outdoor plants and/or irrigation systems, will be encouraged to make products that conserve water readily available to the public.

**D. Water Conserving Plumbing Codes.**

The District hereby adopts an amendment to all applicable plumbing codes that shall require the use of water saving fixtures for all new construction.

The following guidelines are in agreement with the TWDB guidelines:

<b>Fixture</b>	<b>Standard</b>
Lavatory, Sinks, Faucets and Aerators	Maximum 2.2 gallons per minute (gpm) at 60 pounds per square inch (psi)
Shower Heads	Maximum 2.75 gpm at 80 psi
Wall-mounted, Flushometer Toilets	Maximum 2.0 gallons per flush
All other Toilets	Maximum 1.6 gallons per flush
Urinals	Maximum 1.0 gallons per flush
Drinking Water Fountains	Must be self-closing

**E. Water Conservation Retrofit Program.**

The District shall encourage Users to retrofit old fixtures with water conserving plumbing devices. The District shall also inform Users of the advantages of installing water saving devices as well as the availability of these items.

**Section 3: Implementation.**

The plan elements described above shall be adopted by board resolution and shall remain in effect for the period of financial obligation to the TWDB. As the water service provider, the District reserves the right to shut off unauthorized water connections or hookups. The District also reserves the right to level penalties and fines for failure to pay bills.

The District hereby approves and adopts a water rate structure as found in its Rate Order. A copy of the District's Rate Order may be found on the District's website, [www.fortbendwater1.com](http://www.fortbendwater1.com).

**A. Out-of-District Water Rates.**

All requests for water and sewer service from parties located outside the boundaries of the District shall be considered on a case-by-case basis and governed by separate agreement.

**B. No Reduced Rates or Free Service.**

All Customers receiving water service from the District shall be subject to the provisions herein and shall be charged the rates established, and no reduced rate or free service shall be furnished to any Customer; provided, however, this provision shall not prohibit the District from establishing reasonable classifications of customers for which rates differing from the rates stated herein may be adopted.

**C. Regulatory Assessment.**

Pursuant to Section 5.35 Texas Water Code, as amended, and 30 T.A.C. 291.76, the District shall pay by January 31 of each year a regulatory assessment to the Texas Commission on Environmental Quality in the amount required by law based on the total charges for retail water and sewer service collected from its retail customers in the prior twelve months.



At the end of each calendar year, the Operator shall prepare a written statement indicating the (i) the total charges collected for retail water and sewer service for the year; and (ii) the regulatory assessment due and payable to the Texas Commission on Environmental Quality. The Operator shall deliver the written statement to the District's Bookkeeper for payment.

**D. Regional Water Authority Regulatory Assessment.**

Pursuant to any assessment imposed by a regional water authority ("RWA"), the District shall pay on each January 31, April 30, July 31, and October 31 the regulatory assessment to the RWA in the amount assessed by the RWA based on the total water pumped in the prior quarter.

At the end of each calendar quarter, the Operator shall prepare a written statement indicating the (i) the total water pumped by the District for calendar quarter; and (ii) the regulatory assessment due and payable to the RWA. The Operator shall deliver the written statement to the District's Bookkeeper for payment by the District.

The Regulatory Assessment shall be added on the Customer's bill as a separate line item. To cover water that is not billed to customers, such as water lost through leaks, construction, flushing and other uses, the District will add six percent (6%) to the Regulatory Assessment charged to Customers. The Operator shall collect the Regulatory Assessment in addition to other charges.

**Section 4: Annual Reporting.**

The District shall submit to the TWDB an annual written report for a minimum required period of three (3) years describing the implementation, status, and effectiveness of the water conservation program. These reports will be submitted within 60 days of the anniversary of the date of the loan closing. The annual report will contain a breakdown of the water usage and cost within the district.

**PART C: DROUGHT CONTINGENCY PLAN.**

**Section 1: Education and Information.**

The District hereby institutes an educational program, to be implemented immediately, to promote the Plan by the general public which may include any of the following:

- A. Publications of articles in a newspaper or newsletter of general circulation in the District's service area, providing information regarding the Plan; and
- B. Direct distributions to all District residents and other users of water within the District, and all wholesale water customers of the District, if any, ("Users") explaining the Plan; and
- C. Direct distributions to Users of educational and informational material regarding the Plan; and
- D. Additional annual educational water conservation activities consisting of (i) publishing an article of articles in a local newspaper or newsletter of general circulation in the District's service area, providing tips or information on water saving techniques, or (ii) conducting an informational school program in a school attended by students within the District's service area, or (iii) conducting an educational program for Users at a public place within or accessible to residents of the District, or (iv) conducting or engaging in such other informational or educational activity designed to further the Plan as, in the discretion of the Board of Supervisors, may be consistent with the purposes and policies of this Plan, or (v) any combination of the foregoing.

**Section 2: Retrofit Educational Program.**

The District shall make information regarding the Plan available to Users to use when purchasing and installing various plumbing fixtures, lawn watering equipment, and other water-using appliances.

### **Section 3: Coordination with Regional Water Planning Groups.**

The water service area of the District is located within the Regional Water Planning Group H and the District will provide a copy of the Plan to the Regional Water Planning Group H.

### **Section 4: The Drought Contingency Plan.**

#### **A. Public Involvement.**

The District shall actively inform the public and wholesale water customers, if any, and affirmatively provide opportunity for input from the public and from wholesale water customers, if any, regarding the Plan. Such provision includes, but is not limited to, notifying the public and wholesale water customers, if any, of the District's public meeting regarding the proposed Plan, notice of which will be given pursuant to the Open Meetings Act.

#### **B. Trigger Conditions.**

For the purpose of this Plan, the District hereby adopts the trigger conditions (the "Conditions" set forth below, which are based on a study and/or statistical analysis of the vulnerability of water sources under drought of record conditions. These Trigger Conditions are for the purpose of responding to, but not limited to, the following situations: (a) reduction in available water supply up to a repeat of the drought of record; (b) water production or distribution system limitations; (c) supply source contamination; or (d) water system outage due to the failure or damage of major water system components (e.g., pumps).

##### **1. Mild Drought.**

This condition (herein, "Drought Conditions") exists when demand on the District's water supply facilities reaches or exceeds eighty percent of the production capacity of such facilities for 3 consecutive days, as determined by the District's operator.

##### **2. Moderate Drought.**

This condition (herein, "Drought Conditions") exists when demand on the District's water supply facilities reaches or exceeds ninety percent of the production capacity of such facilities for 3 consecutive days, as determined by the District's operator.

##### **3. Severe Drought.**

This condition (herein, "Drought Conditions") exists when demand on the District's water supply facilities reaches or exceeds one hundred percent of the production capacity of such facilities for 24 hours, as determined by the District's operator.

#### **C. Notice.**

Once one of the above Trigger Conditions has occurred, Users will be notified that such Trigger Condition has occurred and of the Drought Response Measures (as defined below) to be taken. The process for notifying Users may include any of the following:

1. Mailing, at least 48 hours prior to the commencement of the required Drought Response Measures, a written notice to each User;
2. Posting of signs at the entrances to the District;
3. Posting of notices at public places in the District;
4. Dissemination of press releases to the local news media; and

5. For wholesale water customers, if any, the District operator shall contact wholesale water customers by written notice, and/or by other means, prior to commencement of the required Drought Response Measure.

Any notice issued shall contain (i) the date the Drought Response Measures will begin, (ii) the date the Drought Response Measures will terminate, if known, (iii) a list of Drought Response Measures to be implemented, and (iv) an explanation of penalties for violations of such Drought Response Measures.

#### **D. Emergency Management Program.**

The District hereby establishes and adopts the following measures (“Drought Response Measures”) for the respective Trigger Conditions. The Drought Response Measures related to each Trigger Condition shall automatically become effective and shall be implemented by the District when such Trigger Condition occurs.

##### **1. Mild Drought.**

In the event of Mild Drought Conditions, the following Drought Response Measures shall be taken:

- a. Users will be asked to voluntarily reduce water use and will be informed of specific steps that can be taken to reduce water use.
- b. All outdoor water usage, including, but not limited to, lawn and garden watering, car washing, and window washing, shall be limited as follows:
  - (1) Only District residents and other users of water within the District with even-numbered addresses may use water outdoors on even-numbered days and only District residents and other users of water within the District with odd-numbered addresses may use water outdoors on odd-numbered days. In the event no street address exists, only District residents and other users of water within the District living on the north and westside of a street may use water outdoors on even-numbered days and only District residents and other users of water within the District on the south and east side of a street may use water outdoors on odd-numbered days.
  - (2) Outdoor water use shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between the hours of 6:00 p.m. and 12:00 a.m. (midnight).
  - (3) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is prohibited except on designated watering days between the hours specified above. Such washing shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle.
  - (4) Public water uses, not essential to the health or safety of the community, shall be prohibited, such as hydrant flushing, filling pools, and park watering.
  - (5) The District’s Board of Supervisors must grant all authorization for hydrant hookup in writing. The request for the hookup must come in the form of a variance petition.
  - (6) It is asked that ornamental fountains be voluntarily shut off.
  - (7) Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station.

##### **2. Moderate Drought.**

In the event of Moderate Drought Conditions, the following Drought Response Measures shall be taken:

- a. The Drought Response Measures established for Mild Drought Conditions shall continue to be implemented.
- b. All outdoor water use for lawn and garden watering shall be limited to 15 minutes per zone.
- c. The District shall recommend that the following public water uses by any of its Users not essential for public health and safety be curtailed: Street washing; Fire hydrant flushing; and Filling of swimming pools.
- d. The District's operator will initiate weekly contact with wholesale water customers, if any, to discuss water supply and/or demand conditions and the possibility of pro rata curtailment of water supplies if Drought conditions worsen.

**3. Severe Drought.**

In the event of Severe Drought Conditions, the following Drought Response Measures shall be taken:

- a. The Drought Response Measures established for Mild Drought Conditions and Moderate Drought Conditions shall continue to be implemented.
- b. All outdoor use of water, including but not limited to, lawn and garden watering, car washing, and window washing shall be prohibited.
- c. A surcharge equal to 200% of the applicable rate for all water used in excess of 10,000 gallons/month, shall be imposed on all District residents and other users of water within the District, but will not be imposed on wholesale water customers, if any.
- d. The Board of the District may utilize alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director of the Texas Commission on Environmental Quality as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).
- e. The District is authorized to ration water to District residents and other users of water within the District on a pro rata basis, and to initiate all allocation of water supplies to its wholesale water customers, if any, on a pro rata basis, in accordance with Texas Water Code, Section 11.039.

**E. Termination of Trigger Conditions Notification.**

When a Trigger Condition occurs, the District shall enforce the Drought Response Measures applicable to such Trigger Condition for a minimum of five (5) days after the last day the demand on the District's water supply facilities reaches or exceeds the limits of such Trigger Condition. After such five (5) day period, the Drought Response Measures prescribed may, in the discretion of the Board, be continued for an additional five (5) day period. After the expiration of ten (10) days, assuming no other Trigger Conditions have occurred, the Drought Response Measure prescribed shall terminate and the District shall cease implementation and enforcement of such measures. The District will notify Users of the termination of the particular Drought Response Measures and may utilize the same manner of notification used to inform Users of the occurrence of the Trigger Condition and implementation of the Drought Response Measures.

**Section 5: Emergency Contingency Plan.**

In the event of a fire, flood, hurricane, lightning strike, tornado, windstorm, or any other act of God, riot, or terrorist act or any other act of civil disobedience, or any other similar occurrence which results in the inability of the District to provide potable water to Users (or the likelihood thereof), the Board, in its discretion, may, without prior notice, invoke all or any of the Drought Response Measures set forth in this Plan as "Emergency Response Measures." The Board may establish any of the penalties set forth in Section 7 for violations of the Emergency Response Measures.

## **Section 6: Implementation.**

Without limitation to specific actions stated in this Plan to be taken by the District's operator, the District's operator will administer and enforce this Plan, and will oversee and be responsible for the execution and implementation of all elements of this Plan (or, if the District employs its own peace officers pursuant to Texas Water Code §49.215, such peace officers will be responsible for enforcement of this Plan). The operator shall keep adequate records for plan verification. The District's operator shall report to the Board of the District, at meetings of the Board, regarding actions taken and which need to be taken under this Plan. Without limiting the foregoing, the District's operator shall advise the President of the Board (or if the President is unavailable to receive notification, another member of the Board) as soon as reasonably practicable when a particular Trigger Condition has been reached under this Plan and when a particular drought condition no longer exists.

## **Section 7: Penalties.**

The following penalties shall apply to anyone violating the terms of this Plan or the Drought Response Measures or Emergency Response Measures adopted pursuant hereto:

### **A. First Violation.**

Any person or entity who violates this Plan shall receive written Notification of such violation, which Notice shall set forth (i) the date of the violation, (ii) the nature of the violation, (iii) the Drought Response Measures then in effect, and (iv) the penalties applicable for any further violations of this Plan; provided, however, that if such person or entity has ever previously violated this Plan, the penalties set forth in Section (B) below, may, in the discretion of the Board, be imposed.

### **B. Subsequent Violations.**

#### **1. Disconnection for Noncompliance.**

If any person or entity violates any provision of this Plan more than one time (which violation shall constitute an unauthorized use of District services and/or facilities), then in addition to any other remedies, penalties, sanctions and enforcement procedures provided for herein, the District shall have the right to terminate water service to such person or entity after notice and any other procedural requirements in the District's Rate Order are satisfied.

#### **2. Monetary Penalties for Noncompliance.**

If any person or entity violates any provision of this Plan more than one time (which violation shall constitute an unauthorized use of District services and/or facilities), then, in addition to disconnection as provided in Subsection (B1) of this Section, the Board of the District, after providing required notice, may impose a penalty of up to \$5,000.00 for each violation of this Plan. Each day that a breach of any provision of this Plan continues shall be considered a separate violation. This penalty shall be in addition to any other legal rights and remedies of the District as may be allowed by law.

## **Section 8: Variances.**

The District may, in writing, grant a temporary variance to rationing or pro rata water allocation policies adopted pursuant to this Plan; or a temporary variance to a provision in the Plan, if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety and 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 and (b) alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the District within 5 days after pro rata allocation has been invoked. All petitions for variances shall be reviewed by the District and shall include the following:

- (a) Name and address of the petitioner(s);
- (b) For District residents and other users of water within the District, a 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 Plan or rationing of water adopted by the District pursuant to this Plan;
- (c) For wholesale water customers, if any, a detailed statement with supporting data and information as to how the pro rata allocation of water under the policies and procedures established in the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan;
- (d) Description of the relief requested;
- (e) Period of time for which the variance is sought;
- (f) Alternative measures the petitioner is taking or proposes to take to meet the intention this Plan and the compliance date; and
- (g) Other pertinent information,

Variances granted by the District shall be subject to the following conditions unless waived or modified by the District or its designee:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

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

**Section 9: Receiving Water from Wholesale Public Water Supplier.**

In case the District receives water from another water supplier, then the District shall consult with that water supplier in order to respond appropriately to the water supplier's drought contingency plan for reductions in water supply. Also in such case, if the other water supplier implements drought response stages pursuant to its drought contingency plan, the District will evaluate implementing its drought response stages and evaluate the need to discourage excessive use of water in an effort to reduce the use of water.

**Section 10: Remedies Cumulative.**

All rights, remedies, sanctions, penalties, and enforcement procedures provided for in this Order are cumulative. In addition, the District shall have and may exercise and enforce any and all rights and remedies provided by law or in equity.

**Section 11: Notice to Texas Commission on Environmental Quality.**

The District's operator shall notify the executive director of the Texas Commission on Environmental Quality within five (5) business days of the implementation of any mandatory provisions of this Plan.

**Section 12: Wholesale Customer Contracts.**

If the District enters into or renews any wholesale water contracts after adoption of the Plan, said contracts shall include a provision that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, Section 11.039.

**EXHIBIT "1"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**  
**(Drought Stage 1)**

\_\_\_\_\_  
(Date)

Dear Customer:

Fort Bend County Fresh Water Supply District No. 1 is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage One of the Drought Contingency Plan is now in effect. Stage One includes the following VOLUNTARY water use restrictions:

(a) Irrigation of residential landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of residential landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

(b) Irrigation of green belts, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight.

(c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

(d) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.

(e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

(f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the District.

(g) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the District, the facility shall not be subject to these regulations.

(h) All restaurants are prohibited from serving water to patrons except upon request of the patron.

(i) The following uses of water are defined as non-essential and are prohibited:

- (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (3) use of water for dust control;
- (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
- (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors



**EXHIBIT "2"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**  
**(Drought Stage 2)**

\_\_\_\_\_  
(Date)

Dear Customer:

Fort Bend County Fresh Water Supply District No. 1 is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 2 of the Drought Contingency Plan is now in effect. Stage 2 includes the MANDATORY water use restrictions set for the below. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the District in discontinuing and re-connecting service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

(a) Irrigation of residential landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, residential irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

(b) Irrigation of green belts, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight

(c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

(d) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.

(e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

(f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the District.

(g) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the District, the facility shall not be subject to these regulations.

(h) All restaurants are prohibited from serving water to patrons except upon request of the patron.

(i) The following uses of water are defined as non-essential and are prohibited:

- (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (3) use of water for dust control;
- (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
- (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of

such leak(s).

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT "3"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**  
**(Drought Stage 3)**

\_\_\_\_\_  
(Date)

Dear Customer:

Fort Bend County Fresh Water Supply District No. 1 is experiencing severe water shortage conditions and is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 3 of the Drought Contingency Plan is now in effect and the mandatory restrictions set forth in below are now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the in discontinuing service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

(a) Irrigation of residential landscaped areas shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). Irrigation of residential landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

(b) Irrigation of green belts, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight

(c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 10:00 a.m. and 2:00 p.m. and between 10:00 p.m. and 6:00 a.m.

(d) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.

(e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

(f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

(g) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.

(h) All restaurants are prohibited from serving water to patrons except upon request of the patron.

(i) The following uses of water are defined as non-essential and are prohibited:

- (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (3) use of water for dust control;
- (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
- (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of

such leak(s).

Failure to comply with the Water Use Restrictions is deemed a violation of the Drought Contingency Plan and may result in the termination of water and sewer service to your property. Water and sewer service will not be restored until noncompliance is discontinued and a reconnect fee of \$100 is paid.

The Board of Directors appreciates your cooperation and perseverance during this Drought Stage. Once the Drought Stage ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT "4"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**  
**(Drought Stage 4)**

\_\_\_\_\_  
(Date)

Dear Customer:

Fort Bend County Fresh Water Supply District No. 1 is experiencing critical water shortages conditions and is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 4 of the Drought Contingency Plan is now in effect and the mandatory restrictions set forth in below are now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the District in discontinuing and re-connecting service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 4 of the Drought Contingency Plan is now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. The following mandatory restrictions are now in effect:

- (a) Irrigation of residential areas shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). Irrigation of residential landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems is prohibited at all times.
- (b) Irrigation of green belts, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight.
- (c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (d) The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- (e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
- (f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (g) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.
- (h) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (i) The following uses of water are defined as non-essential and are prohibited:
  - (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - (3) use of water for dust control;
  - (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- (j) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT "5"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**  
**(Drought Stage 5)**

\_\_\_\_\_  
(Date)

Dear Customer:

Fort Bend County Fresh Water Supply District No. 1 is experiencing emergency water conditions and is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 5 of the Drought Contingency Plan is now in effect and the **mandatory** restrictions set forth in below are now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the District in discontinuing or re-connecting. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 5 of the Drought Contingency Plan is now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. The following mandatory restrictions are now in effect:

- (a) Irrigation of all residential landscaped areas is prohibited.
- (b) irrigation of green belts, esplanades and sports fields is prohibited.
- (c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (d) The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- (e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
- (f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (g) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.
- (h) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (i) The following uses of water are defined as non-essential and are prohibited:
  - (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - (3) use of water for dust control;
  - (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- (j) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT "6"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**

\_\_\_\_\_  
(Date)

**CITATION**

Dear Customer:

You are hereby notified that you are violating the Water Use Restrictions of Fort Bend County Fresh Water Supply District No. 1.

You have been observed:

Attached is a copy of the letter we sent you regarding Drought Stage \_\_\_\_\_ and the restrictions imposed.

Unless the use of water in a prohibited manner is ceased immediately, water and sewer service to your property will be terminated, and service will be only restored upon payment of a \$ \_\_\_\_\_ disconnect/ reconnect fee.

Sincerely,

\_\_\_\_\_  
Board of Directors

**EXHIBIT "7"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**

CITATION

\_\_\_\_\_  
(Date)

Dear Customer:

On \_\_\_\_\_, you were notified that you were violating the Water Use Restrictions of Fort Bend County Fresh Water Supply District No. 1. This second violation has resulted in the termination of water and sewer service to your property. Service will be restored upon discontinuation of the prohibited use and upon payment of a \$ \_\_\_\_\_ disconnect/reconnect fee. In addition, you will have to sign a copy of the water use restrictions now in effect. To have service restored you should contact the operator of Fort Bend County Fresh Water Supply District No. 1 at \_\_\_\_\_.

In addition, if water service is restored and you again fail to comply with the water Use Restrictions, the District will consider filing a complaint in the Justice of the Peace Court where you will be directed to appear and enter a plea of guilty or not guilty for the violation of the Drought Contingency Plan. The Drought Plan provides that persons who violate the Drought Plan are guilty of a misdemeanor and , upon conviction shall be punished by a fine of not less than \$250 and not more than \$500. Each day that one or more provisions of the Drought Plan are violated shall constitute a separate offense.

Sincerely,

\_\_\_\_\_  
Board of Directors

**EXHIBIT "8"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**

CITATION

\_\_\_\_\_  
(Date)

Dear Customer:

On \_\_\_\_\_, you were observed violating the Water Use Restrictions of Fort Bend County Fresh Water Supply District No. 1. You are charged with violating the Drought Contingency Plan (the "Drought Plan") for Fort Bend County Fresh Water Supply District No. 1. The Drought Plan provides that persons who violate the Drought Plan are guilty of a misdemeanor and , upon conviction shall be punished by a fine of not less than \$250 and not more than \$500. Each day that one or more provisions of the Drought Plan are violated shall constitute a separate offense.

**YOU ARE DIRECTED TO APPEAR IN THE JUSTICE OF THE PEACE COURT ON \_\_\_\_\_ (WHICH THE DATE SHALL NOT BE LESS THAN 3 DAYS NOR MORE THAN 5 DAYS FROM THE DATE THE CITATION WAS ISSUED), WHERE YOU WILL BE ASKED TO ENTER A PLEA OF GUILTY OR NOT GUILTY FOR THE VIOLATION OF THE DROUGHT PLAN. IF YOU FAIL TO APPEAR IN THE JUSTICE OF THE PEACE COURT, A WARRANT FOR YOUR ARREST MAY BE ISSUED. A SUMMONS TO APPEAR MAY BE ISSUED IN LIEU OF AN ARREST WARRANT.**

Sincerely,

\_\_\_\_\_  
Board of Directors

**EXHIBIT "9"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**

\_\_\_\_\_  
(Date)

Dear Customer:

The Drought Condition has ended. You may return to normal water usage. The Board of Directors of Fort Bend County Fresh Water Supply District No. 1 appreciates your cooperation and perseverance during this period and would appreciate your continued attention to water use. Continued water conservation practices will help ensure water availability in the future. Thank you for your efforts.

Very truly yours,

Board of Directors



**APPENDIX "C"**  
**RULES AND REGULATIONS CONCERNING**  
**WASTES**

**THE STATE OF TEXAS**

**COUNTY OF HARRIS**

**FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**

**I.**  
**PURPOSE**

The Rules and Regulations Concerning Commercial and Domestic Wastes set forth below is to govern all connections made to the sanitary sewer collection system within the District.

**II.**  
**DEFINITIONS**

Definitions from the District's Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing a Wastewater Control Order; and Providing Penalties for Violation Thereof are incorporated herein by reference. Unless the context requires otherwise, the terms and phrases used herein shall have meanings as follows:

- A. **"Amenable to treatment"** shall mean susceptible to reduction in concentration by Treatment routinely provided in the District's wastewater treatment plant, to a level which is in compliance with federal and state effluent limitations for discharges into the waters of the State of Texas.
- B. **"B.O.D."** (Biochemical Oxygen Demand) means the quantity of oxygen by weight expressed in milligrams per liter ("mg/l") utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of twenty (20) degrees centigrade as determined by the procedures specified in the latest edition of Standard Methods, or such other manual of operations as the District may adopt from time to time in accordance with the latest rules of the Texas Commission on Environmental Quality (the "TCEQ").
- C. **"Control Manhole"** or **"Control Point"** means a manhole, sample well or other facility which provides access to a Customer's Sanitary Sewer Collection System and is located at a point before the Waste discharges in the Waste Disposal System.
- D. **"C.O.D."** (Chemical Oxygen Demand) means the measure of the oxygen-consuming capacity of inorganic and organic matter present in water or waste, expressed in milligrams per liter as the amount of oxygen consumed from a chemical oxidant as determined by Standard Methods, or such other manual of operations as the District may adopt from time to time in accordance with the latest rules of the TCEQ.
- E. **"Commercial Waste"** means the liquid and water-carried waste resulting from any process of industry, manufacturing, trade, business, or commercial enterprise, or any other process resulting in the discharge of waste other than normal domestic wastewater, including any mixture of industrial waste with water or normal domestic wastewater, and such other waste as the District deems appropriate.

F. **"Commercial Waste Charge"** means the charge made to persons who discharge or are responsible for the discharge of non-residential waste into the Waste Disposal System which discharge is amenable to treatment but which exceeds the concentration levels of normal domestic wastewater.

G. **"Customer"** means any person who is served by the wastewater collection and treatment system of the District (the "Waste Disposal System").

H. **"Customer's Sanitary Sewer Collection System"** means the sanitary sewer system(s) now owned or operated or to be constructed or acquired by Customers of the District, including sanitary sewers (but excluding storm sewers), manholes, intercepting sewers, pumping works, and all other plants, works, and equipment for the collection and transportation of waste to the District's Waste Disposal System.

I. **"Daily composite"** means the composite of all samples of a Customer's wastewater that may be taken in any 24-hour period selected by the District. A daily composite shall be prepared from not less than three (3) grab samples collected no closer together than one (1) hour per sample.

J. **"Discharge"** includes the terms deposit, conduct, drain, emit, throw, run, seep, or otherwise release or dispose of, or to allow, permit, or suffer any of such acts or omissions.

K. **"Grab sample"** means an individual sample collected in less than 15 minutes.

L. **"Grease"** means fats, waxes, oils, and other similar volatile material and waste which are extracted by procedures specified in the latest edition of Standard Methods, or such other manuals as the District may adopt from time to time in accordance with the latest rules of the TCEQ.

M. **"Infiltration water"** means water which leaks into the District's Waste Disposal System or its customers' sanitary sewer collection systems.

N. **"Interference"** means the inhibition or disruption of the Waste Disposal System treatment process or operations which causes or contributes to causing a violation of the District's NPDES Permit or its permit issued by the Texas Natural Resource Conservation Commission.

O. **"mg/l"** means milligrams per liter.

P. **"Monthly average"** means, at the option of the District, either (i) the arithmetic average of all grab samples taken during a calendar month or (ii) the arithmetic average of all daily composite samples taken during a calendar month.

Q. **"Normal domestic wastewater"** means waste, excluding industrial waste, discharged by a person into the Waste Disposal System or into a Customer's sanitary sewer collection system in which the average concentration of total suspended solids is not more than 200 mg/l, B.O.D. is not more than 200 mg/l, and NH<sub>3</sub>-N is not more than 35 mg/l.

R. **"Overload"** means the imposition of organic or hydraulic loading on the Waste Disposal System in excess of either its designated hydraulic capacity, its installed rated capacity, or its organic loading capacity.

S. **"Person"** means any individual, public or private corporation, district, authority, political subdivision, or other agency or entity of the State of Texas or of the United States of America;

any incorporated city, town, or village, whether operating under general law or under its home rule charter; and any copartnership, association, firm, trust, estate, or any other entity whatsoever.

T. **"pH"** means the common logarithm of the reciprocal of the hydrogen ion concentration expressed in molecules per liter of solution.

U. **"Pollutant"** means any dredged spoil, solid waste, incinerator residue, waste, garbage, sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

V. **"Pretreatment"** means the reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of the Pollutant properties in the wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such Pollutants into the Waste Disposal System.

W. **"Properly shredded garbage"** means solid waste from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle greater than one-half (1/2) inch in any dimension.

X. **"Slug"** means any discharge of water which in the concentration of any given constituent or in the quantity of the flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flow during normal operation.

Y. **"Standard Methods"** means the examination and analytical procedures set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved, and published jointly by the American Public Health Association, the America Water Works Association, and the Water Pollution Control Federation.

Z. **"Storm sewer"** means sewers which carry storm and surface waters and drainage and into which waste is not intentionally discharged.

AA. **"Suspended solids"** means those solids that either float on the surface or are in suspension in waste or other liquids, expressed in terms of milligrams per liter.

BB. **"Trap"** means a device designed to skim, settle, or otherwise remove grease, oil, sand, flammable wastes, or other substances which may be harmful to either the Waste Disposal System or its treatment processes.

CC. **"Waste"** means normal domestic wastewater and commercial waste collected by a public sanitary sewer collection system, together with such infiltration water as may be present.

DD. **"Waste Disposal System"** means all or any part of any disposal system or disposal facilities constructed or acquired by the District for receiving, transporting, treating, and disposing of waste collected by the sanitary sewer collection systems of the District's customers, together with such extensions, enlargements, and modifications as may be required in the future or as may be necessary to comply with any regulatory requirements.

EE. **"Wastewater service charge"** means the charge to all users of the District's Waste Disposal System whose wastes do not exceed the concentrations established herein as representative of normal domestic wastewater.

### **III.** **PROHIBITED DISCHARGE**

#### **A. DISCHARGES INJURING OR INTERFERING WITH WASTE DISPOSAL SYSTEM**

All waste discharged into the Waste Disposal System shall conform to the requirements hereof and shall consist only of waste amenable to biological treatment or other processes employed by the District from time to time. No person may discharge into the Waste Disposal System any waste which by itself or by interaction with any other waste may (i) injure or interfere with the process or physical properties or facilities of the Waste Disposal System, (ii) constitute a hazard to humans or animals, and (iii) create a hazard in the receiving waters of the effluent of the Waste Disposal System. No person shall discharge any of the following substances into the Waste Disposal System:

1. Any inflows or infiltration, including but not limited to, storm water, groundwater, roof runoff, sub-surface drainage, non-contact cooling water, or from sources such as down spouts, yard drains, pool drains, yard fountains or ponds, or lawn sprinklers.
2. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the Waste Disposal System or to the operation of the Waste Disposal System. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketone, aldehydes, peroxides, chlorates, per chlorates, bromates, carbides, hydrides and sulfides and any other substances in concentrations which the District, the State or EPA has identified or hereafter identifies as a fire hazard or a hazard to the system.
3. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the Waste Disposal System including, but not limited to, garbage (other than properly shredded garbage) containing particles greater than one-half inch (½") in any dimension, animal guts or tissues, paunch manure, bones, hair hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, lettuce, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, glass grindings or polishing wastes.
4. Any wastewater having a pH less than 6.0 or higher than 9.0, as determined from the average of at least four (4) grab samples taken at least one hour apart and measured instantaneously, or having a pH lower than 5.0 or higher than 10.0 for any single grab sample, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the Waste Disposal System.
5. Any wastewater containing toxic Pollutants in sufficient quantity, either singly or by interaction with other Pollutants, to injure or interfere with any wastewater treatment process, which constitute a hazard to humans or animals, which create a toxic effect in the

receiving waters of the wastewater facilities, or which exceed the limitation set forth in a National Categorical Pretreatment Standard.

6. Any wastewater having a temperature which will inhibit biological activity in the wastewater treatment plant or result in the interference with the operations of such facility, but in no case wastewater with a temperature at the designated control point or sample well which exceeds 65°C (150°F) or which causes the temperature of waste at the entrance to the wastewater treatment plant to exceed 40°C (104°F). In addition, no wastewater with such a temperature that will cause the temperature of wastewater at the entrance to the wastewater treatment plant to rise more than 10°F per hour.

7. Any Pollutants, including oxygen demanding Pollutants released at a flow rate and/or Pollutant concentration which will cause interference to the Waste Disposal System. No slug discharges are allowed.

8. A volume of flow which will cause the influent flow to the Waste Disposal System to exceed 1.5 times the average dry weather flow rate for a period longer than one hour. The design and installation of surge basins shall be subject to the review and approval of the District and to the requirements of all applicable laws.

9. Waste containing B.O.D. or suspended solids in excess of 200 mg/l, or ammonia in excess of 35 mg/l, based on a grab sample, unless a variance is first obtained from the District. B.O.D. or suspended solids in monthly average concentrations above 200 mg/l, and ammonia in a monthly concentration above 35 mg/l, shall be subject to payment of Commercial Waste Charges pursuant to Section VIII herein.

Discharges prohibited by the foregoing parameters include, but are not limited to, slugs and materials which exert or cause: excessive discoloration or concentrations of suspended solids, B.O.D., C.O.D., or chlorine demands in excess of the ability of the Waste Disposal System to treat adequately and dispose of such waste in compliance with applicable regulatory requirements.

**B. CHEMICAL DISCHARGES**

The following chemicals shall not be admissible into the Waste Disposal System:

1. Cyanide or cyanogen compounds capable of liberating hydrocyanic gas upon acidification when present in concentrations in excess of 0.5 mg/l by weight as cyanide (CN);

2. Fluorides other than those contained in the local public water supply for the area which is the source of the discharge;

3. Gasoline, cleaning solvents, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids, or gases;

4. Substances causing C.O.D. in excess of 500 mg/l for any daily composite sample or 1,000 mg/l for any grab sample;

5. Acids or alkalis having pH values lower than 6.0 or higher than 9.0, iron pickling wastes, or concentrated plating solutions whether neutralized or not;

6. Grease, whether emulsified or not, containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit (0 degrees and 65 degrees Centigrade) or which exceeds on analysis an average of 100 mg/l of soluble matter;
7. Dissolved sulfides whose concentrations exceed 30 mg/l;
8. Radioactive materials or isotopes of such half-life or concentrations which will permit a transient concentration higher than the maximum allowable as specified by the governing standards of all local, State and federal regulatory authorities;
9. Any other corrosive, explosive, malodorous, or objectionable chemicals in liquid, solid, or gaseous form.

C. **HEAVY METALS AND TOXIC MATERIALS**

The following metals and toxic materials shall not be admissible into the District's Waste Disposal System:

1. Objectionable or toxic substances exerting an excessive chlorine requirement to such a degree that any such material received in the composite waste at the wastewater treatment plant exceeds the limits established from time to time by the District for such materials.
2. Obnoxious, toxic, or poisonous solids, liquids, or gases in quantities sufficient to violate the provisions of this Part III hereof.
3. Any substance having corrosive properties capable of causing damage or hazard to structures, equipment, or personnel operating the Waste Disposal System.
4. All waste or other substances containing phenols, hydrogen sulfide, or other taste or odor producing substances exceeding the concentration limits established from time to time by the District or which, after treatment of the composite waste, exceeds applicable regulatory requirements.
5. Antimony, beryllium, bismuth, boron, cobalt, molybdenum, tin, uranyl ion, uranium, rhenium, strontium, tellurium, and such other heavy metals as may be prohibited by the District.

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6. The following heavy metals or the salts thereof in solution or suspension which upon analysis by Standard Methods exceed the concentrations listed below:

Not to Exceed (mg/l)

<u>Metal</u>	<u>Monthly Average</u>	<u>Daily Composite</u>	<u>Grab Sample</u>
Arsenic	1.000	1.500	3.000
Barium	5.000	7.500	15.000
Cadmium	0.083	0.125	0.250
Chromium	5.000	7.500	15.000
Copper	0.600	0.900	1.800
Lead	0.400	0.600	1.200
Manganese	2.000	3.000	6.000
Mercury	0.0005	0.0010	0.002
Nickel	5.000	7.500	15.000
Selenium	0.467	0.700	1.400
Silver	0.050	0.050	0.100
Zinc	2.000	3.000	6.000

7. Any other heavy metals or toxic materials except upon the conditions of pretreatment, concentration, volumes, and other applicable standards prescribed by the District or by applicable statutes, laws, rules, or regulations.

**D. SOLID WASTE**

No person may discharge solid waste into the Waste Disposal System unless it is properly shredded garbage. The District may review and approve the installation and operation of any garbage grinder equipped with a motor of three-fourth (3/4) horsepower (0.76 H.P. metric) or greater.

**IV. MINIMUM  
PRELIMINARY TREATMENT CRITERIA  
FOR COMMERCIAL WASTE**

It is not the intent of this Wastewater Control Order to cover all the possibilities for types of businesses that could potentially discharge wastes that can be adverse to the Waste Disposal System. However, the common commercial enterprises found in the vicinity of residential neighborhoods have been considered.

**Section 4.01 Grease Traps/Sampling Wells.** All Commercial customers shall install a sampling well in accordance with the District’s Engineer’s specifications. A grease trap with sampling port when required by the District’s Engineer and Operator shall be installed in accordance with the District’s Engineer’s specifications. If a grease trap is required, a minimum size of 500 gallons shall be installed, and the pavement above the grease trap is to be blocked out for 1,500 gallon grease trap in order to allow for expansion, if necessary. All flows, except restroom facilities shall be routed through the grease trap. The grease trap shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks.

Each commercial customer requiring a grease trap shall (1) install such grease trap at the commercial customer’s sole expense; (2) provide the District’s Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to

be for regular routine pumping and disposal of the grease trap; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

**Section 4.02 Sand and Oil Interceptor for Gasoline Sales/Car Repair/Motorized Equipment Repair Facilities.** All gasoline sales/car repair/motorized equipment repair facilities shall install a sand and oil interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the sand and oil interceptor. The sand and oil interceptors shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks. All piping and tankage for both oil and grease pretreatment facilities and product storage shall be of double wall construction and shall include integral leak detection monitors to preclude contamination of groundwater.

Each Commercial customer requiring a sand and oil interceptor shall (1) install such sand and oil interceptor at the Commercial customer's sole expense; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

**Section 4.03 Sand and Mud Interceptor for Car Wash Facilities.** All car wash facilities shall install a sand and mud interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the sand and mud interceptor. All car wash facilities shall recycle the maximum amount of wash water through the best commercially available systems. Mud, sludge, and grease removal shall be required at least once a month. If the car wash facility has gasoline pump(s), then the car wash facility must also have floor drains in accordance with Section 2.05(B) of this Rate Order.

Each Commercial customer requiring a sand and mud interceptor shall (1) install such sand and mud interceptor at the sole expense of the commercial customer; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

**Section 4.04 Ground Water Monitoring Well Printing and Photo Processing.** Printing and photo-processing facilities shall install a ground water monitoring well and shall discharge only domestic waste from sinks and restrooms. Unless waived in writing by the District, all printing and photo processing chemicals shall be collected in sealed containers and hauled away for reprocessing.

**Section 4.05 Lint Interceptor for Laundry/Dry Cleaning.** Laundry and dry cleaning facilities shall install a ground water monitoring well and shall incorporate a lint interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the lint interceptor. The lint interceptors shall be cleaned at daily.

Each Commercial customer requiring a lint interceptor shall (1) install such lint interceptor at the Commercial customer's sole expense.

**Section 4.06 Landscaping/Nurseries.** Landscaping and nurseries that use herbicides and pesticides shall install a ground water monitoring device and shall only discharge domestic waste from sinks and restrooms.



**Section 4.07 Discharge of Waters or Wastes Containing Toxic or Poisonous Substances; Submission of Written Statement.**

Where the operation of a person, firm, or corporation entails the discharge of water or wastes containing toxic or poisonous substances, a written statement setting forth the nature of the operation contemplated or presently carried on shall be filed with the District. The statement shall specify the amount of water that will be used and its source, the proposed point of discharge of wastes into the Waste Disposal System of the District, and the estimated amount to be discharged; the statement shall include a laboratory statement setting forth the expected bacterial, physical, chemical, and other known characteristics of said wastes. Within thirty (30) days from receipt of such statement, the District shall issue an order stating minimum restrictions necessary in the judgement of the District's Engineer to protect the District's systems.

Where pretreatment or control is required by the District, it shall review and approve the design and installation of the equipment and processes in conformity with all applicable laws and regulatory requirements. Any person responsible for discharges requiring such pretreatment or control facilities shall provide and maintain such facilities in effective operating conditions.

**V.  
TRAPS; INTERCEPTORS**

Grease, oil, and sand interceptors shall be provided for the proper handling of liquid wastes containing grease in amounts that will impair the proper functioning of any sanitary sewer line and for preventing any flammable wastes, sand, and other harmful ingredients from entering into the sanitary sewers. Interceptors shall not be required for premises used exclusively as private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the District and shall be located as to be readily and easily accessible for cleaning and inspection.

Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight, and equipped with easily removable covers which when bolted in place shall be gas-tight and watertight. Where installed, all grease, oil, and sand interceptors shall be maintained by the Customer, at his expense, in continuously efficient operation at all times. Any facility with a mud and grease trap or grease trap or pretreatment system shall be required to remove grease, grit, sludge, or other residue at least once a month and shall maintain records at the site of the date, time, name of hauler, volume removed, destination, waste hauling permit number, and a copy of a hauler's manifest. Records shall be available for inspection by District's representatives during normal working hours. A facility not complying shall be subject to having water service terminated until the facility is brought into compliance.

**VI.  
SAMPLING; TESTING; INSPECTION; RIGHT OF ENTRY**

**A. Control Manholes: Installation, Location, and Maintenance.** The Customer of any property served by a sewer carrying Commercial Waste shall install a suitable control manhole in the sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole shall be accessible and safely located and shall be constructed in accordance with plans approved by the District Engineer. The manhole shall be installed by the Customer at his expense and shall be maintained by him so as to be safe and accessible at all times.

Customers of property served by a sewer carrying Commercial Waste and required to install a suitable manhole pursuant to this Article VI hereof and receiving water and sanitary sewer service from the District on the initial effective date of this Wastewater Control Order shall have 180 days from the initial effective date to install a suitable control manhole. Failure to install the manhole within 180 days as described herein shall result in the termination of water and sewer service to the property. All new

connections served by a sewer carrying Commercial Waste shall have a suitable control manhole installed prior to receiving water and sewer service from the District.

**B. Sampling/Testing.** The District or its duly authorized agent or representative may enter at all reasonable times any lands or premises served or proposed to be served by the Waste Disposal System for the purposes of carrying out and determining compliance with the provisions hereof.

After the effective date hereof and upon completion of the installation of a suitable control manhole pursuant to Section VI(A) hereof, the Operator for the District shall conduct an initial test which shall consist of a minimum of one (1) grab sample and a maximum of three (3) grab samples, as determined by the District's Operator, from the control manhole of all sewers carrying Commercial Waste. If the results of the grab samples indicate that the waste being discharged into the Waste Disposal System is in accordance with this Wastewater Control Order, testing shall then be conducted on a periodic basis.

In the event the grab samples indicate that the waste being discharged into the Waste Disposal System is in violation of this Wastewater Control Order, then the Customer of the property shall be notified and shall be required to submit a plan for the satisfactory correction of the violation in accordance with Subsection C of this Section, unless the violation presents an imminent danger to the health or welfare of the public, then service shall be terminated in accordance with Article IX hereof. The cost for all additional testing conducted as a result of the violation shall be billed to the commercial Customer, and failure to pay such cost will result in the termination of water and sewer service.

Sampling and testing shall be conducted on connections carrying Commercial Waste in accordance with customarily accepted methods, reflecting the effects of constituent wastes upon the Waste Disposal System and the existence of hazards to health, life, limb, or property. Examination and analysis of the characteristics of water and waste shall be conducted in accordance with Standard Methods or such other manual of operation as the District may adopt from time to time in accordance with the latest rules of the Texas Natural Resource Conservation Commission and shall be determined from suitable samples taken at control points selected by the District. The cost to take and analyze such samples shall be added to the Customer's water and sewer service bill, and failure to pay for such sample will result in the termination of the Customer's water and sewer service.

**C. Notification of Violation/Submission of Plan.** Whenever the District finds that any Customer has violated or is violating this Wastewater Control Order, except when such violation presents an imminent danger to the health or welfare of persons, as provided in Article IX, the District shall serve upon such person a written notice stating the nature of the violation. Within a period of not more than thirty (30) days from the date of the notice, as specified therein, a plan for satisfactory correction thereof shall be submitted in writing to the District. If such a plan is not timely submitted, or if such violation is not corrected, the District shall proceed with enforcement under Article XII. No prior notice shall be required for the imposition of the fine described in Article XI if such fine is assessed for a violation of this Wastewater Control Order.

## **VII.** **SUPERVISION**

If the District or its designated representative determines that a discharge or a proposed discharge into the Waste Disposal System may deleteriously affect the Waste Disposal System or receiving waters, or create a hazard to life or health, or create a public nuisance, it may require:

- A. Discontinuation of the discharge into the District's sewer system in its entirety.
- B. Pretreatment to an acceptable condition for discharge into the Waste Disposal System.

- C. Control over the quantities and rates of discharge.
- D. Waste surcharge payments sufficient to compensate the District for the cost of handling and treating the waste.

**VIII.**  
**COMMERCIAL WASTE CHARGES**

In addition to the wastewater service charges made by the District, the District may charge customers discharging commercial waste into the Waste Disposal System the Commercial Waste Charges provided for herein where the waste discharge exceeds the parameters of normal domestic wastewater.

- A. The Commercial Waste Charge shall be calculated by the following formula:

$$UC = Q[X + Y(\text{BOD} - 200) + Z(\text{SS} - 200) + n(N-35)]$$

Formula values are:

$$UC = \text{Commercial Waste Charge (in dollars)}$$

Q = Billable quantity (based on water billed or actual measurement of Wastewater discharged) of wastewater in thousands of gallons.

$$X = \$0.50$$

$$Y = \$0.0018$$

$$Z = \$0.0022$$

$$n = \$0.0125$$

BOD = Five-day, twenty (20) degrees Celsius, biochemical oxygen demand content of the waste delivered, in mg/l based on monthly average concentration.

SS = Suspended solids content of the waste delivered, in mg/l based on monthly average concentration.

N = Ammonia content of the Waste delivered, in mg/l based on monthly average concentration.

The District shall review and, if appropriate, adjust the Commercial Waste Charges to reflect changes in the characteristics of the commercial waste of each user based upon the results of sampling and testing. The District also shall review the basis for determining Commercial Waste Charges and shall adjust the unit treatment costs in the above formula to reflect increases or decreases in the wastewater treatment costs based upon the prior experience. Increases in Commercial Waste Charges shall continue for six (6) billing periods unless subsequent tests determine that the charges should be further increased. If another method of billing is determined by the District's Board to be a more effective method of allocating such costs to the Customer, based upon the particular facts of each case, the District may use such method in lieu of the above. The Commercial Waste Charges will be billed as a separate item from wastewater service charges. Failure to pay the Commercial Waste Charge shall result in termination of water and sewer service pursuant to provisions of the District's Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing Policy Regulating Water Use During Emergencies; Establishing a

Wastewater Control Order; Establishing Certain Other Policies; and Providing Penalties for Violation Thereof.

**IX.**

**EMERGENCY RELIEF**

The District may immediately suspend the wastewater treatment service of a user when such suspension is necessary, in the opinion of the Board of the District, in order to stop or prevent an actual or threatened discharge that presents an imminent or substantial endangerment to the health or welfare of persons, to the environment, or to the Waste Disposal System of the District, or which would cause the effluent from the plant to exceed discharge parameters. The District may immediately suspend the wastewater treatment service of a user when such suspension is necessary, in the opinion of the Board of the District, to prevent contamination of sludge from the plant. The District shall reinstate the wastewater service upon proof of the elimination of the non-complying discharge. Such disconnection and re-connection shall be at the expense of the user. The District may permanently disconnect any user showing a history of flagrant or habitual violation of this Wastewater Control Order.

**X.**

**REVIEW**

Any user objecting to a decision or order of the District under authority of this Wastewater Control Order shall have the right to a hearing before the Board of the District, at which time the contentions of both the District and user shall be reviewed. The Board President, or in his absence the Vice President, shall be the presiding officer and may, at his discretion, request other professional opinions prior to rendering his decision on the matter of review.

**XI.**

**PENALTY FOR VIOLATION OF ARTICLE**

All violations of this Wastewater Control Order, including any failure to observe any discharge parameter set forth herein or permit issued pursuant to this Wastewater Control Order, shall be punishable with the Civil Penalties set forth in and under the Enforcement Provisions of the District's Rate Order and as set forth in Article XII of this Wastewater Control Order. Each day of a violation of any parameter or requirement constitutes a distinct and separate offense.

**XII.**

**ENFORCEMENT**

Any or all of the following remedies may be employed by the District to abate and prevent any violation of the provisions of this Wastewater Control Order:

- A. Discontinuance of water service.
- B. Disconnection and sealing of sanitary sewer connection.
- C. The District's attorney may and is hereby authorized to:
  - 1. File suit in a court of competent jurisdiction to secure appropriate judicial relief, including, but not limited to, injunctive relief and the penalty provided in the District's Rate Order for the violation by such user of the provisions of this Wastewater Control Order.
  - 2. Seek a resolution of the Board authorizing the filing of a lawsuit under the provision of Texas Water Code §26.124.
- D. A user found in violation of this Wastewater Control Order shall be liable to the District for all expenses borne by the District including laboratory fees, legal fees, engineering fees and

other costs incurred by the District in establishing the violation and resolving the cause of the violation.

E. A user found in violation of this Wastewater Control Order that causes or contributes to a violation by the District's Waste Disposal System of effluent parameters shall be liable to the District for all expenses borne by the District, including legal and engineering fees related to any lawsuit filed by federal, state, or local authorities regarding violations by the District of effluent parameters applicable to the District's sanitary sewer system.

F. Where a user discharges wastewater to the District's Waste Disposal System in violation of this Wastewater Control Order and such discharge causes or contributes to contamination of sludge from the wastewater treatment plant, the user shall be liable for all costs borne by the District in disposing of the contaminated sludge over and above costs regularly incurred in sludge disposal.

### **XIII. SEVERABILITY**

All orders or parts of orders in conflict herewith are hereby repealed to the extent of such conflict. The invalidity of any section, clause, sentence, or provision of this Wastewater Control Order shall not affect the validity of any other part or parts of this Wastewater Control Order, which other part or parts shall be given effect as though such invalid section, clause, sentence, or provision were omitted.

### **XIV. SUPERSEDING REGULATION OR STATUTE**

Whenever any applicable statute, regulation, or permit of any state, federal, or other agency having jurisdiction over the subject matter of this Wastewater Control Order is in conflict with this Wastewater Control Order, the stricter requirement shall apply, unless mandated otherwise.

### **XV. REIMBURSEMENT TO DISTRICT**

In the event that any person, as defined in Section II herein, discharges industrial wastes as defined in this Wastewater Control Order, either with or without authorization by the District, such person shall be responsible for any extraordinary costs of operation of the wastewater treatment plant that might result from unauthorized wastes or improper handling of authorized wastes and shall also be responsible for any administrative fines, penalties or fees that may be assessed to the District for such discharge. Such charges may include, but not be limited to, the costs of determining the nature of the contaminant into the plant (a Toxicity Identification Evaluation), the costs of locating the source of the contaminant, and the costs of preventing the contaminant from entering the plant or eliminating the contaminant from the treatment units. Failure to pay such costs when billed may subject the entity to disconnection of services as set forth in Section XII above and to any other remedies available to the District.

### **XVI. EFFECT OF REGULATION; AMENDMENT**

The provisions hereof are to be deemed and construed as regulatory requirements supplementary and in addition to all laws, rules, regulations, ordinances, or licenses now in effect or hereafter passed, adopted, or promulgated by any regulatory agency, federal, state, or local, having jurisdiction over the District's Waste Disposal System. The provisions hereof are subject to amendment, repeal, or alteration from time to time by the Board of Directors of the District.