

AMENDED AGENDA

TO: THE BOARD OF DIRECTORS OF HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY, HAYS COUNTY, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Headwaters Municipal Utility District of Hays County will hold a regular meeting on Thursday, June 19, 2025, at 12:00 p.m., outside the boundaries of the District, at the offices of McLean & Howard, LLP, located at 4301 Bull Creek Road, Suite 150, Austin, Texas 78731, a designated meeting place for the Board of Directors. The meeting will be held for the following purposes:

Meeting Packet:

A copy of the meeting packet is available at the following website: <https://txdistrictinfo.org>

Public Comment:

Public comment will be allowed during the Public Comment agenda item. Members of the public that desire to provide public comment may do so.

Meeting Topics:

The meeting will be held for the following purposes:

1. Public Comments.
2. Discuss, consider, and take action regarding approval of minutes of the Board of Directors' May 15, 2025, meeting.
3. Consider and take action relating to appointment of a director to fill vacancy on the Board of Directors.
 - a. Approve appointment of director fill vacancy.
 - b. Approve Oaths of Office, Statement of Officer and Director Bond for new director.
 - c. Consider and take action relating to the approval of Officer positions for members of the Board of Directors.
 - d. Authorize update and filing of District Registration Form.
4. Consider and take action regarding Monthly Operations:
 - a. Receive Retail Water and Wastewater Operations Report;
 - b. Discussion and possible action relating to delinquent customer accounts;
 - c. Receive Wastewater Treatment Plant and Disposal Facilities Operations Report;
 - d. Authorize repairs and maintenance to District water, wastewater and drainage infrastructure improvements; and
 - e. Authorize action relating to District landscape services and property maintenance.

5. Discuss, consider and take action on pending engineering and construction projects relating to construction of public infrastructure improvements serving the District:
 - a. Receive Report from District Engineer;
 - b. Status of Application for Additional Raw Water from the Lower Colorado River Authority;
 - c. Approvals of Plans and Specifications;
 - d. Authorizations to Bid;
 - e. Award of Construction Contracts;
 - f. Approval of Construction Pay Estimates;
 - g. Approval of Construction Change Orders; and
 - h. Acceptance of Facilities.
6. Discussion and possible action relating to water conservation and drought restrictions.
7. Discussion and possible action relating to approval of Firm Water Contract with LCRA to acquire additional raw water supply.
8. Discussion and possible action relating to construction and restoration activities by Dripping Springs Independent School District contractors on District lands.
9. Discussion and possible action relating to landscaping and maintenance of District lands and facilities, including brush clearing and removal activities within open space areas.
10. Discussion and possible action relating to unauthorized disposal on District lands.
11. Discussion and possible action relating to construction of trail improvements on District lands.
12. Discussion and possible action relating to vehicle parking at Headwaters Park.
13. Discussion and possible action relating to funding and installation of restroom facilities for the District park.
14. Consider and take action relating to potential sale and issuance of Headwaters Municipal Utility District Unlimited Tax Bonds, Series 2025.
 - a. Status report; and
 - b. Authorize action related thereto.
15. Consider and take action regarding approval of installation of signs prohibiting motorized vehicles on District trails.
16. Consider and take action development matters pertaining to the Headwaters Residential Tract:
 - a. Receive Residential Developer Report Relating to Status of Development, Construction and Sales Activities within the Headwaters Residential Tract.

17. Consider and take action regarding development matters pertaining to the Headwaters Commercial Tract:
 - a. Receive Commercial Developer Report Relating to Status of Development, Construction and Sales Activities within the Headwaters Commercial Tract.
18. Consider and take action regarding Bookkeepers Report and Payment of Bills and Invoices.

Anthony S. Corbett

Anthony S. Corbett,
Attorney for the District

The Board of Directors may go into Executive Session if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters. No final action, decision or vote will be taken on any subject or matter in Executive Session.

The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Anthony Corbett at (512) 328-2008 for further information.



MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY

Thursday, May 15, 2025

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The Board of Directors of Headwaters Municipal Utility District of Hays County (the “District”) held a regular meeting, open to the public, commencing at 12:00 p.m. on Thursday, May 15, 2025, outside the boundaries of the District, at the offices of McLean & Howard, LLP, 4301 Bull Creek Road, Suite 150, Austin, Texas, 78731, a regular meeting place of the Board.

The roll was called of the directors of the Board, to-wit:

Brian Jacks	President
Charlie Meyer	Vice President
Drax Marlow	Secretary
Lisa Stephens	Assistant Secretary

and all directors were present, thus constituting a quorum.

Also participating were Jesse Malone from Malone Wheeler, Inc.; Mike Morin from Crossroads Utility Services; Tyler Wilson from Municipal Accounts & Consulting, Inc.; Matt D. Matthews of Freehold Communities; David Allen from Allen Engineering Group, Inc.; Britt Benton of Oryx Holdings; Jonathan Fitzgerald; and Anthony S. Corbett and Lauren Hughes of McLean & Howard, L.L.P.

1. The Board requested public comment. A resident expressed appreciation for the landscaping conducted by the District.

2. The Board then considered approval of the minutes from the Board’s April 17, 2025, meeting. Upon a motion made by Director Stephens that was seconded by Director Meyer, the Board unanimously approved the meeting minutes as presented (4-0).

3. The Board then considered the appointment of a replacement Director. After discussion, the Board took no action regarding this matter.

4. Mr. Morin presented the monthly operations report for utility operations and services. He provided a summary of the status of water and wastewater operations and billing matters. A copy of the written Operations Report prepared by Crossroads Utility Services, L.L.C., is attached as an exhibit to these meeting minutes.

Mr. Morins requested that the Board write off a delinquent customer account and to send the matter to collections. Director Jacks moved that the Board approve the write off of the delinquency as identified in the Board packet, and to send the matter to collections. Director Stephens seconded the motion, which carried unanimously (4-0).

Mr. Morin then discussed a resident's concerns with the trash and weeds accumulating in the open space next to his house at 395 Sage Thresher. The Board directed Mr. Morin to discuss the matter with the property owner. The Board concurred that due to the lack of irrigation, sod would not be installed, but that perhaps native seed could be deposited.

The Board then discussed landscaping matters at 610 Sage Thrasher. The owner of the property addressed the Board asking if weeds could be removed. After discussion, Director Jacks made a motion to approve a proposal from Terrain Landscaping in an amount not to exceed \$1,490.00 to remove a tree and clean up the area, and to secure pricing for the installation of river rock. Director Stephens seconded the motion, which the Board passed unanimously (4-0). M

Mr. Morin presented a proposal from Terrain Landscaping in the amount of \$5,270.00 for greenbelt clearing activities near Moonlit Stream. After discussion, Director Jacks made a motion to approve the proposal from Terrain Landscaping in the amount of \$5,270.00. Director Meyer seconded the motion, which the Board passed unanimously (4-0).

The Board directed Mr. Morin to work on development of a phasing/priority plan for open space clearing and maintenance activities.

5. David Allen then presented the monthly Wastewater Treatment Plant and Disposal Facilities Operations Report. He reported that the mixer at the Wastewater Treatment Plant had been pulled, that a plastic brush had been stuck in the mixer, and the unit has been repaired at a final cost of \$3,850.00. He also reported that he is getting pricing to address corrosion on the wastewater treatment plant clarifier. Upon his recommendation, the Board also directed him to proceed with removal and reinstallation of the weir plate. A copy of the Wastewater Treatment Plant and Disposal Facilities Operations Report is attached as an exhibit to these minutes.

6. Mr. Malone presented the District Engineer report. He summarized the status of engineering and development activities, and the status of the application to LCRA for additional raw water. Mr. Malone then recommended the Board approve the following:

Phase 4A Drip Fields

Pay App 10 in the amount of \$95,545.70 for release of final retainage.

After discussion, Director Stephens made a motion to approve the above-referenced item as recommended by the District's Engineer. Director Marlow seconded the motion, which the Board passed unanimously (4-0). A copy of the written engineer report is attached to these meeting minutes.

7. The Board then considered approval of a Resolution Approving Water Conservation Plan for purposes of securing an additional raw water supply from LCRA. After discussion, Director Stephens made a motion to approve the Resolution Approving Water Conservation Plan. Director Meyer seconded the motion, which the Board passed unanimously (4-0). A copy of the Resolution Approving Water Conservation Plan is attached as an exhibit to these minutes.

8. The Board then discussed possible action regarding approval of conveyance of a wastewater facilities easement to, and acceptance of water facilities easement from, Dripping Springs Independent School District. After discussion, Director Stephens made a motion to approve the conveyance of a wastewater facilities easement to, and acceptance of a water facilities easement from, Dripping Springs Independent School District. Director Meyer seconded the motion, which the Board passed unanimously (4-0). Copies of the easements are attached as exhibits to these minutes.

9. The Board took no action relating to trail maintenance.

10. The Board then discussed construction of unauthorized improvements on District lands (in proximity to 1810 Headwaters Blvd. and 1778 Headwaters Blvd.). The landowner addressed the Board regarding the matter. After discussion, Director Meyer made a motion to approve an Encroachment Agreement with the property owner. Director Stephens seconded the motion, which the Board passed unanimously (4-0). A copy of the Encroachment Agreement is attached as an exhibit to these minutes.

11. Mr. Malone then presented a status update on the construction of the restroom facilities for the District park. No action was taken by the Board.

12. Mr. Corbett reported that the bond engineer was preparing an application to TCEQ for authorization to issue the District's Unlimited Tax Bonds, Series 2025. He reported that the application was expected to be filed in June. No action was taken by the Board.

13. Matt Matthews provided a report regarding the status of residential home sales in the District. The Board took no action in response to the report.

14. Mr. Benton provided a report regarding the status of development activities in the Headwaters commercial lands.

15. The Board then considered approval of Consent to Assignment of Water and Wastewater Service Capacity Rights by Oryx Land Holdings, LLC for the Oakwood Market. After discussion, Director Stephens made a motion to approve the Consent to Partial Assignment of Service Capacity Rights subject to review and approval of the final instrument by legal counsel. Director Marlow seconded the motion, which the Board passed unanimously (4-0). A copy of the Consent is attached as an exhibit to these minutes.

16. Mr. Wilson presented the Bookkeeper's Report. After discussion, Director Stephens moved that the Board approve the report, including the Quarterly Investment Report, the transfer of funds, and the payment of bills and invoices as presented in the Bookkeeper Report. The motion was seconded by Director

Meyer and passed unanimously (4-0). Copies of the bookkeepers' report and the approved bills and invoices are attached as exhibits to these minutes.

17. The meeting adjourned by unanimous acclimation at 1:25 p.m.

Secretary, Board of Directors

(SEAL)



OPERATIONS REPORT

Headwaters Municipal Utility District
Board of Directors Meeting



June 19, 2025

**Headwaters Municipal Utility District
Operations Report
For the Month of May 2025**

GENERAL INFORMATION

Occupied Single Family Connections	<u>786</u>	x 3 =		<u>2358</u>
Vacant Single Family Connections	<u>0</u>			
Amentiy Center/Commercial	<u>4</u>			
Vacant Commercial	<u>0</u>			
Irrigation	<u>7</u>			
Multi-Family	<u>1</u>			<u>248</u>
Builder	<u>51</u>			
New Tap	<u>34</u>			
Vacant Builder	<u>1</u>			
Fire Hydrant	<u>4</u>			
Vacant Fire Hydrant	<u>13</u>			
No Bill	<u>3</u>			
Office Building	<u>1</u>			
WITH USAGE		<u>854</u>		
WITHOUT USAGE		<u>51</u>		
TOTAL CONNECTIONS		<u>905</u>		<u>2606</u> Estimated Population

BACTERIOLOGICAL ANALYSIS

3 Water sample(s) taken on 05/07/25 All bacterial samples were satisfactory.

WATER ACCOUNTING

Total Gallons Received/Billing Period					
from	<u>03/16/25</u>	to	<u>04/15/24</u>	<u>12,247,000</u>	Gallons
Total Gallons Billed					
from	<u>03/16/25</u>	to	<u>04/15/24</u>	<u>10,867,000</u>	Gallons
Flushing	<u>03/16/25</u>	to	<u>04/15/24</u>	<u>2,400</u>	Gallons
Billing Adjustments					
from	<u>03/16/25</u>	to	<u>04/15/24</u>	<u>0</u>	Gallons
Gallons gain/loss				<u>(1,377,600)</u>	Gallons
Percentage gain/loss				<u>-11.25%</u>	



HEADWATERS MUD - WATER LOSS CHART

DATE FROM	DATE TO	MASTER METER	CONSUMPTION TOTALS	FLUSHING TOTALS	BILLING ADJUSTMENTS	GALLONS UNACCOUNTED	PERCENT GAIN/LOSS
10/16/21	11/15/21	6595000	6536000	0	0	-59000	-0.89%
11/16/21	12/15/21	5460000	4750000	6000	0	-704000	-12.89%
12/16/21	01/15/22	6048000	5082000	7500	0	-958500	-15.85%
01/16/22	02/15/22	3950000	3739000	7500	0	-203500	-5.15%
02/16/22	03/15/22	3890000	3839000	7500	0	-43500	-1.12%
03/16/22	04/15/22	7158000	6570000	15000	0	-573000	-8.01%
04/16/22	05/15/22	8637000	8352000	7500	0	-277500	-3.21%
05/16/22	06/15/22	12378000	10648000	7800	0	-1722200	-13.91%
06/16/22	07/15/22	13672000	11910000	7500	0	-1754500	-12.83%
07/16/22	08/15/22	15708000	13083000	7500	0	-2617500	-16.66%
08/16/22	09/15/22	11858000	12770000	36000	0	948000	7.99%
09/16/22	10/15/22	12658000	11089000	7500	0	-1561500	-12.34%
TOTALS		108,012,000.0	98,368,000.0	117,300.0	-	(9,526,700.0)	
AVERAGE		9,001,000.0	8,197,333.3	9,775.0	-	(793,891.7)	-8.82%
10/16/22	11/15/22	9903000	8723000	5000	0	-1175000	-11.87%
11/16/22	12/15/22	5717000	5105000	5000	0	-607000	-10.62%
12/16/22	01/15/23	5317000	4973000	5200	0	-338800	-6.37%
01/16/23	02/15/23	4787000	4584000	12700	0	-190300	-3.98%
02/16/23	03/15/23	6313000	6090000	3000	0	-220000	-3.48%
03/16/23	04/15/23	8030000	7198000	2750	0	-829250	-10.33%
04/16/23	05/15/23	9315000	9440000	2900	0	127900	1.37%
05/16/23	06/15/23	11278000	10484000	2800	0	-791200	-7.02%
06/16/23	07/15/23	13919000	12814100	0	0	-1104900	-7.94%
07/16/23	08/15/23	15141000	14207200	1250	0	-932550	-6.16%
08/16/23	09/15/23	13123000	13819100	3000	0	699100	5.33%
09/16/23	10/15/23	10990000	10654100	3000	0	-332900	-3.03%
TOTALS		113,833,000.0	108,091,500.0	46,600.0	0.0	(5,694,900.0)	
AVERAGE		9,486,083.3	9,007,625.0	3,883.3	0.0	(474,575.0)	-5.00%
10/16/23	11/15/23	8542000	9093200	5000	-116000	440200	5.15%
11/16/23	12/15/23	7301000	7715200	0	0	414200	5.67%
12/16/23	01/15/24	6058000	5397100	5000	0	-655900	-10.83%
01/16/24	02/15/24	5903000	5683100	1600	0	-218300	-3.70%
02/16/24	03/15/24	7994000	7342200	1850	0	-649950	-8.13%
03/16/24	04/15/24	9113000	8287100	0	0	-825900	-9.06%
04/16/24	05/15/24	8824000	8500200	1800	0	-322000	-3.65%
05/16/24	06/15/24	10147000	9856200	3660	0	-287140	-2.83%
06/16/24	07/15/24	11957000	8975200	0	0	-2981800	-24.94%
07/16/24	08/15/24	13542000	15307000	2900	0	1767900	13.05%
08/16/24	09/15/24	13944000	14615000	500	0	671500	4.82%
09/16/24	10/15/24	14403000	14276000	2000	0	-125000	-0.87%
TOTALS		117,728,000.0	115,047,500.0	24,310.0	(116,000.0)	(2,772,190.0)	
AVERAGE		9,810,666.7	9,587,291.7	2,025.8	(9,666.7)	(231,015.8)	-2.35%
10/16/24	11/15/24	12746000	12912000	4500	0	170500	1.34%
11/16/24	12/15/24	10485000	7386000	2500	0	-3096500	-29.53%
12/16/24	01/15/25	11336000	6632000	2500	0	-4701500	-41.47%
01/16/25	02/15/25	5857000	5134000	3000	0	-720000	-12.29%
02/16/25	03/15/25	6769000	6244000	2000	0	-523000	-7.73%
03/16/25	04/15/25	11858000	10925000	2000	0	-931000	-7.85%
04/16/25	05/15/25	12247000	10867000	2400	0	-1377600	-11.25%
TOTALS		71,298,000.0	60,100,000.0	18,900.0	0.0	(11,179,100.0)	
AVERAGE		10,185,428.6	8,585,714.3	2,700.0	0.0	(1,597,014.3)	-15.68%
TOTALS		30,874,000.00	28,036,000.00	6,400.00	-	(2,831,600.00)	
3 MONTHS AVERAGE		30,874,000.0	28,036,000.0	6,400.0	0.0	(2,831,600.0)	(0.3)



HEADWATERS WATER USAGE SUMMARY REPORT

Billing Period	Residential (gallons)	708 Amenity (gallons)	708 A & B HOA (gallons)	Amenity Usage Including Irrg. (gallons)	Builder (gallons)	Apartments (gallons)	Apartments Irrigation (gallons)	Irrigation (gallons)	Billing Adjustments (gallons)	Fire Hydrant (gallons)	District (gallons)	Monthly Totals (gallons)	M.U.D. Master Meter Reads (gallons)	West Travis PUA Master Mtr (gallons)	Difference Between K-J (gallons)	Flushing (gallons)	Number of Residential Connections	Average Usage 1000 gal	Letters	Terminations
June 2022	6,241,000	38,000	432,000	470,000	947,000	327,000	38,000	-	-	721,000	1,472,000	10,216,000	13,406,000	13,400,000	(6,000)	7800	452	13.8	81	0
July 2022	7,476,000	39,000	471,000	510,000	1,553,000	308,000	162,000	-	-	187,000	1,243,000	11,439,000	14,870,000	14,923,000	53,000	7500	469	15.9	45	0
August 2022	8,991,000	41,000	356,000	397,000	1,182,000	333,000	171,000	-	-	572,000	1,081,000	12,727,000	13,681,000	13,643,000	(38,000)	7500	491	18.3	51	5
September 2022	7,732,000	22,000	218,000	240,000	660,000	357,000	91,000	-	-	2,800,000	890,000	12,770,000	12,949,000	12,946,000	(3,000)	36000	500	15.5	50	0
October 2022	7,732,000	25,000	69,000	94,000	826,000	355,000	3,000	-	-	962,000	1,117,000	11,089,000	11,393,000	11,399,000	6,000	7500	508	15.2	58	3
November 2022	5,962,000	17,000	69,000	86,000	947,000	411,000	133,000	-	-	244,000	940,000	8,723,000	6,815,000	6,802,000	(13,000)	5000	514	11.6	71	2
December 2022	3,608,000	12,000	50,000	62,000	828,000	403,000	72,000	-	-	47,000	85,000	5,105,000	6,030,000	6,026,000	(4,000)	5000	539	6.7	81	0
January 2023	3,769,000	21,000	8,000	29,000	544,000	416,000	35,000	-	-	14,000	166,000	4,973,000	5,107,000	5,145,000	38,000	5200	555	6.8	112	4
February 2023	3,734,000	10,000	13,000	23,000	393,000	382,000	26,000	-	-	11,000	15,000	4,584,000	4,569,000	4,534,000	(35,000)	12700	567	6.6	73	0
March 2023	5,048,000	16,000	8,000	24,000	475,000	290,000	46,000	-	-	0	207,000	6,090,000	8,416,000	8,427,000	11,000	3000	582	8.7	95	1
April 2023	6,036,000	14,000	3,000	17,000	609,000	318,000	144,000	-	-	0	74,000	7,198,000	7,914,000	7,907,000	(7,000)	2750	594	10.2	81	6
May 2023	6,988,000	20,000	64,000	84,000	1,062,000	309,000	82,000	249,000	-	1,000	665,000	9,440,000	10,353,000	10,337,000	(16,000)	2900	609	11.5	64	2
June 2023	7,944,000	31,000	67,000	98,000	935,000	319,000	226,000	102,000	-	0	860,000	10,484,000	13,216,000	13,215,000	(1,000)	2800	628	12.6	65	1
July 2023	10,017,100	40,000	83,000	123,000	1,164,000	300,000	103,000	175,000	-	0	932,000	12,814,100	14,300,000	14,286,000	(14,000)	0	718	14.0	48	1
August 2023	10,895,200	67,000	303,000	370,000	1,281,000	327,000	114,000	308,000	-	68,000	844,000	14,207,200	14,629,000	14,650,000	21,000	1250	725	15.0	33	4
September 2023	9,963,100	48,000	357,000	405,000	1,940,000	324,000	120,000	140,000	-	364,000	563,000	13,819,100	11,767,000	11,768,000	1,000	3000	726	13.7	48	4
October 2023	8,273,100	52,000	268,000	320,000	956,000	310,000	106,000	227,000	-	138,000	324,000	10,654,100	9,306,000	9,301,000	(5,000)	3000	730	11.3	43	0
November 2023	6,677,200	38,000	404,000	442,000	766,000	314,000	72,000	182,000	(116,000)	54,000	442,000	8,833,200	7,813,000	7,826,000	13,000	5000	732	9.1	54	6
December 2023	5,870,200	44,000	234,000	278,000	648,000	300,000	76,000	105,000	-	18,000	420,000	7,715,200	7,094,000	7,084,000	(10,000)	0	734	8.0	48	0
January 2024	4,503,100	14,000	40,000	54,000	216,000	290,000	95,000	16,000	-	4,000	118,000	5,296,100	5,563,000	5,552,000	(11,000)	5000	734	6.1	28	2
February 2024	5,683,000	68,000	336,000	404,000	120,000	313,000	109,000	17,000	-	8,000	212,000	6,866,000	6,438,000	6,454,000	16,000	1600	734	7.7	26	2
March 2024	7,342,200	117,000	189,000	306,000	159,000	276,000	145,000	63,000	-	10,000	468,000	8,769,200	8,725,000	8,695,000	(30,000)	1850	734	10.0	41	4
April 2024	6,764,100	121,000	56,000	177,000	224,000	283,000	146,000	127,000	-	3,000	563,000	8,287,100	9,767,000	9,765,000	(2,000)	0	758	8.9	20	0
May 2024	6,781,200	132,000	234,000	366,000	279,000	263,000	151,000	90,000	-	7,000	563,000	8,500,200	9,018,000	8,983,000	(35,000)	1800	776	8.7	32	1
June 2024	7,997,200	164,000	383,000	547,000	429,000	299,000	67,000	61,000	-	4,000	452,000	9,856,200	10,698,000	10,724,000	26,000	3660	787	10.2	-	0
July 2024	6,481,000	181,000	359,000	540,000	396,000	283,000	249,000	5,000	-	0	1,021,000	8,975,000	12,363,000	12,357,000	(6,000)	0	792	8.2	7	1
August 2024	11,538,000	160,000	567,000	727,000	1,051,000	309,000	198,000	409,000	-	14,000	1,050,000	15,296,000	16,513,000	16,522,000	9,000	2900	743	15.5	-	0
September 2024	10,536,000	161,000	376,000	537,000	934,000	331,000	192,000	403,000	-	612,000	1,070,000	14,615,000	12,538,000	12,526,000	(12,000)	500	734	14.4	-	0
October 2024	10,098,000	106,000	390,000	496,000	948,000	389,000	212,000	339,000	-	246,000	1,548,000	14,276,000	14,134,000	14,194,000	60,000	2000	734	13.8	62	0
November 2024	9,156,000	23,000	370,000	393,000	565,000	252,000	164,000	1,065,000	-	133,000	1,184,000	12,912,000	10,265,000	10,560,000	295,000	4500	745	12.3	23	3
December 2024	6,028,000	18,000	72,000	90,000	391,000	321,000	109,000	43,000	-	32,000	372,000	7,386,000	11,934,000	11,970,000	36,000	2500	751	8.0	22	0
January 2025	5,253,000	17,000	206,000	223,000	343,000	338,000	70,000	42,000	-	6,000	357,000	6,632,000	8,133,000	8,089,000	(44,000)	2500	760	6.9	18	0
February 2025	4,385,000	18,000	21,000	39,000	146,000	360,000	38,000	23,000	-	92,000	51,000	5,134,000	5,403,000	5,446,000	43,000	2500	770	5.7	16	0
March 2025	5,334,000	26,000	67,000	93,000	131,000	320,000	18,000	54,000	-	109,000	185,000	6,244,000	9,643,000	9,643,000	-	2500	777	6.9	17	2
April 2025	8,647,000	46,000	123,000	169,000	238,000	326,000	63,000	363,000	-	5,000	1,114,000	10,925,000	12,127,000	12,118,000	(9,000)	2000	786	11.0	14	0
May 2025	8,543,000	36,000	155,000	191,000	332,000	269,000	92,000	360,000	-	84,000	996,000	10,867,000	12,247,000	13,006,000	759,000	2000	786	10.9	14	0
Total	366,447,700	3,490,000	13,438,000	16,928,000	44,611,982	22,354,000	5,815,000	4,972,000	(2,320,000)	29,679,000	54,671,000	540,306,682	581,222,000	564,105,000	653,000					

	Residential	Amenity Center	Builder	Apartments	Apartments Irrigation	Irrigation	Fire Hydrant	District	Total	Master-Meter	Read Dates
Active	795	1	48	1	1	7	4	3	861	12,247,000	4/16/24-5/15/25
Vacant	1		1				13				



HEADWATERS MUNICIPAL DISTRICT

Water Report

May 2025

Total Water Flows

Month	2017	2018	2019	2020	2021	2022	2023	2024	2025
January		642	934	1,859	2,877	5,527	5,280	5,760	8,338
February		580	922	1,949	3,451	3,454	4,697	6,438	5,364
March		954	1,509	2,414	4,795	5,429	7,938	8,725	10,079
April		1,507	2,078	2,807	5,305	7,953	8,392	9,767	12,127
May		2,080	1,914	3,415	4,394	10,393	10,353	8,533	12,657
June		3,462	2,411	4,606	6,032	13,406	12,365	11,183	
July		3,846	3,986	5,418	6,770	14,870	15,151	11,750	
August	4,405	4,275	5,574	6,124	7,765	13,681	14,629	15,624	
September	3,528	1,695	5,190	4,172	8,715	12,140	11,404	13,383	
October	1,689	1,184	3,911	6,208	7,032	12,202	9,669	13,654	
November	1,568	1,625	2,752	6,078	5,801	6,815	7,813	10,265	
December	744	1,126	2,284	4,238	5,374	5,729	6,897	11,880	
TOTAL	11,934	22,976	33,465	49,288	68,311	111,599	114,588	126,962	48,565

Bacteriological Analyses

Samples: 3 satisfactory taken on 5/7/2025

Chlorine Residual

May

Average	2.8
Maximum (4.0)	3.9
Minium (0.5)	1.5

Total Wastewater Billed

Month	2017	2018	2019	2020	2021	2022	2023	2024	2025
January		909.1	1,757.6	4,595.8	7,500.2	10,018.7	13,438.0	14,697.7	18,335.7
February		994.3	1,793.9	4,713.5	7,941.9	9,792.2	13,465.5	14,590.0	18,021.8
March		1,145.4	1,798.2	4,948.9	8,254.9	10,043.7	13,945.6	15,876.0	18,249.0
April		1,292.7	1,962.6	5,281.2	9,250.2	11,509.2	14,538.8	16,099.4	18,978.0
May		1,401.5	2,022.2	5,603.9	9,506.7	12,193.5	14,776.8	16,277.9	18,790.2
June		1,541.6	2,171.4	5,795.3	9,661.9	12,650.3	15,089.0	16,680.0	
July		1,672.8	2,307.6	6,177.0	10,181.9	13,111.6	15,366.3	15,749.2	
August	653.1	1,716.6	2,464.4	6,442.1	10,545.0	13,587.1	15,600.0	17,940.5	
September	762.6	1,848.8	4,018.5	6,802.1	10,711.0	13,604.9	15,700.9	18,041.8	
October	822.9	1,606.2	5,252.2	7,222.2	10,797.8	13,731.2	15,577.3	18,129.9	
November	895.2	1,621.9	4,567.6	7,540.2	10,684.2	13,770.2	15,384.4	18,213.3	
December	911.7	1,807.4	4,549.6	7,594.8	10,326.2	13,241.4	15,198.7	18,192.0	



**HEADWATERS MUNICIPAL UTILITY DISTRICT
MAINTENANCE LOG > \$500
May 2025**

03/14/24	415784A	1130 SAGE THRASHER CIR	CUSTOMER PROBLEM-DISTRICT LINES CLEAR, WE CAME OUT TO JETT DOWN A SEWER, RAN 2 TANKS IN IT AND NO FLOW STILL, SO WE CLEANED UP SIDEWALK AND THE ROAD. WILL BE BACK TO DIG IT UP.	\$2,049.00
02/06/24	412580A	HEADWATERS LS2 - TIERRA TRL	CALLED FLEET MAINTENANCE. LS2 COOLANT ALARM & WEAK BATTERY ALARM. THEY WILL BE OUT THE WEEK TO ASSESS ISSUE.	\$804.41
02/21/24	414171A	HEADWATERS LS2 - TIERRA TRL	SUBCONTRACT WORK COMPLETED AT FACILITY. ANNUAL PM ON GEN	\$1,609.00
02/21/24	414172A	HEADWATERS LS3- BEVERLY COMM	SUBCONTRACT WORK COMPLETED AT FACILITY. ANNUAL PM ON GEN	\$1,678.00
02/21/24	414183A	HEADWATERS LS1-HAZY HILLS	SUBCONTRACT WORK COMPLETED AT FACILITY. ANNUAL PM ON GEN	\$1,718.25
03/06/24	415816A	1130 SAGE THRASHER CIR	EXCAVATED & REPAIRED SANITARY LINE. WE CAME OUT TO EXCAVATE A SEWER AND WE HAD TO HAND DIG UNTIL 2PM BECAUSE NO LOCATES, THEN WE USED THE MINI X TO DIG DOWN 8 FEET TO THE 90 ELBOW THEN WE HAD TO JETT THE LATERAL TO THE MAIN AND REDO THE SEWER BACK TO THE CUSTOMER SIDE.	\$6,540.79
03/06/24	416008A	1130 SAGE THRASHER CIR	VACTOR TRUCK WORK- COMPLETE. I CAME OUT TO HELP THE CREW IN THE SEWER LINE WAS DAMAGED HELPED SECURE THE LINE, WE HAD TO JETT AND CLEAN ALL THE PIPE TO THE CUSTOMER'S SIDE SEWER MAIN, AND IS CLEAN CLEAN NOW.	\$984.37
03/08/24	416014A	1130 SAGE THRASHER CIR	BACK FILLED HOLE WITH 6 YARDS OF FILL. CLEANED UP AREA.	\$4,238.81
03/13/24	416626A	1130 SAGE THRASHER CIR	BACKFILLED AND COMPACTED SEVERAL LIFTS OF ROADBASE. COMPACTED FINAL LIFT OF LOAM. CLEANED AREA AND TESTED AND USED SEWER CAMERA TO VERIFY FLOW.	\$1,903.79
04/03/24	418632A	IN DISTRICT HEADWATERS	PURCHASED SUPPLIES- 24 5/8" E-SERIES METERS	\$5,941.00
05/07/24	422327A	IN DISTRICT HEADWATERS	PURCHASED SUPPLIES - 24 - 5/8" METERS AND 24-ENDPOINTS.	\$6,007.75
05/07/24	422336A	IN DISTRICT HEADWATERS	PURCHASED SUPPLIES - 2- 1.5" E-SERIES METERS AND ENDPOINTS.	\$2,638.25
05/16/24	423360A	IN DISTRICT HEADWATERS	DROPPED FH METER FOR REPAIR. PICKED UP FH METER FOR INSTALL REPAIRED METER.	\$1,115.50
05/30/24	425109A	IN DISTRICT HEADWATERS	ORDERED 2F FIRE HYDRANT METERS ASSEMBLED.	\$5,101.50
07/01/24	427211A	HEADWATERS LS3-BEVERLY COMM	SUBCONTRACT WORK COMPLETED AT FACILITY-WWTS CLEANED WET WELL.	\$2,905.06
07/19/24	429232A	HEADWATERS LS2-TIERRA TRL	SUBCONTRACT WORK COMPLETED AT FACILITY-PSI COMPLETED PM'S ON FACILITY.	\$1,272.00
07/19/24	429233A	HEADWATERS LS1-HAZY HILLS	SUBCONTRACT WORK COMPLETED AT FACILITY-PSI COMPLETED PM'S ON FACILITY.	\$1,617.00
07/30/24	431118A	HEADWATERS LS1-HAZY HILLS	DIESEL TANK(S) FILLED	\$853.36
07/30/24	431124A	HEADWATERS LS2-TIERRA TRL	DIESEL TANK(S) FILLED	\$732.12

**HEADWATERS MUNICIPAL UTILITY DISTRICT
MAINTENANCE LOG > \$500
May 2025**

12/04/24	439867A	HEADWATERS LS3 - BEVERLY COMM	HIGH LEVEL IN WET WELL. RESPONDED TO HIGH WET WELL LEVEL, NEITHER PUMPS WOULD KICK ON. UPON ARRIVAL I DID SAME TESTING AND FOUND A BAD PHASE MONITOR. REPLACED WITH A NEW PHASE MONITOR AND BOTH PUMPS KICKED ON AND PUMPED WELL DOWN TO THE FLOAT. LEFT BOTH PUMPS IN AUTO.	\$841.25
12/04/24	439030A	738 HAZY HILLS LOOP	CHECKED FOR HIGH USAGE. EXPOSED EFFLUENT WATER LINE WITH HYDROVAC. REPAIRED AND TURNED WATER BACK ON, WAS BROKEN UNDER BRIDGE. BACK FILLED WITH DIRT.	\$3,866.75
01/27/25	451177A	IN DISTRICT HEADWATERS	REPAIRED METER - PULLED FIRE HYDRANT METERS FOR REPAIR PULLED FROM ROY BRANCH	\$1,362.75
02/21/25	453226A	HEADWATERS LS3 - BEVERLY COMM	SUBCONTRACT WORK COMPLETED AT FACILITY- CLEANED WET WELL.	\$1,562.80
02/25/25	454677A	HEADWATERS LS3 - BEVERLY COMM	DIESEL TANK(S) FILLED- TOP OFF DIESEL TANK REFUEL GENERATOR.	\$731.01
02/25/25	450380A	136 SAGE TRASHER CIR	INVESTIGATED POSSIBLE LEAK. FIELD WAS SO FULL OF WATER IT MADE A POND. FOLLOWED UPSTREAM AND FOUND MAIN LINE VALVE HIGH PITCHED SOUND IN THE MIDDLE OF THE STREET. MARKED AREA AND CALLED LOCATES. THE LINE IS 8FT DEEP.	\$1,581.75
02/27/25	450660A	136 SAGE TRASHER CIR	EXCAVATED 9FT DEEP AND EXPOSED 2" VALVE THAT WAS DAMAGED, WASN'T ABLE TO ISOLATE DAMAGED 2" POLY, ISOLATED MAIN TO BE ABLE TO STOP FLOW, TEMPORARY REPAIR IN ROAD INSTALL VALVE FOR 2" DAMAGED LINE, THEN BACK FILLED. 1/22/2025 DROPPED OFF SHORING THAT WE HAD RENTED FOR THE LEAK.	\$19,058.11
02/25/25	450926A	136 SAGE TRASHER CIR	TAGGED DOOR - CANCELLATION OF BOIL WATER COMPLETE. HUNG BOIL TAGS IN NEIGHBORHOOD FOR AFFECTED HOUSES.	\$775.26
03/11/25	451890A	136 SAGE TRASHER CIR	LANDSCAPED AFTER WATER MAIN REPAIR. DUG OUT 4 FEET OF ROAD BASE, AND WE LEFT 2 FEET OF EXISTING PEA GRAVEL. AND POUR, REPLACE THE 4 FEET WITH FLOWABLE FILL. CLEAN AND SWEEP SITE. WE WILL NEED TO RETURN AND COMPLETE ASPHALT.	\$7,113.67
03/12/25	453152A	136 SAGE TRASHER CIR	ASPHALT AFTER REPAIR. DUG OUT 4 INCH OF ROAD BASE. CUT AND CLEANED EDGES, THEN REPLACED WITH 4" ASPHALT. SWEEP AND CLEANED JOB SITE, WORK IS COMPLETE.	\$4,434.12
02/24/25	447061A	119 MOONLIT STREAM PASS	INSTALLED INFLOW PREVENTOR. 12/9 FROM UNITED RENTALS, BUILT PVC CONTRAPTION TO PUSH PLUG IN BUT THERE'S A CONCRETE LIP THAT WON'T ALLOW PLUG TO BE INSERTED. WILL NEED TO DO CONFINED SPACE ENTRY. (18 FT DEEP) 12/11 PICKED UP CONFINED SPACE PARTS TO MAKE ENTRY AND CHIP OUT CONCRETE, FOUND IT WAS 3" SO WE HAD TO CALL AND FIND A 3" PLUG AND MAKE ENTRY AND PLUG THE SEWER.	\$4,791.88
03/07/25	454905ASA	1703 HEADWATERS BLVD	CUSTOMER PROBLEM-DISTRICT LINES CLEAR. SEWER MAN HOLE NEEDED TO BE JETTED. CLEANED ABOUT 1,000 FEET AND CAMERA'D THE WHOLE LINE. REMOVED PLUG AND DEBRIS.	\$7,275.19
04/15/25	455096A	HEADWATERS LS2- TIERRA TRL	FM COMPLETED ANNUAL PM ON GEN.	\$1,564.00

**HEADWATERS MUNICIPAL UTILITY DISTRICT
MAINTENANCE LOG > \$500
May 2025**

04/15/25	455097A	HEADWATERS LS3-BEVERLY COMM	FM COMPLETED ANNUAL PM ON GEN.	\$1,633.00
04/15/25	459077A	HEADWATERS LS1-HAZY HILLS	FM COMPLETED ANNUAL PM ON GEN.	\$1,673.25
04/03/25	459225A	HEADWATERS LS3- BEVERLY COMM	FACILITY WORK COMPLETED. CALLED OUT FOR "LOW WET WELL LOAD" UPON ARRIVAL, FOUND TRANSDUCER WRAPPED AROUND CHAIN TO PUMP AND BACK SIDE OF PUMP OFF. FLOAT WAS ALSO SITTING ON TOP OF THE SECOND PUMP. UNTANGLED AND CLEANED TRANSDUCER AND OFF FLOATS. WATCHED WET WELL FILL AND CYCLE THROUGH. REPORTED BACK TO DISPATCH. NO OTHER ISSUE.	\$550.00
04/16/25	460151A	HEADWATERS LS1-HAZY HILLS	FACILITY WORK COMPLETED.PM ON FACILITY. FOUND PUMP 2 BAD. IT WAS TRIPPING BREAKERS, PULLED PUMP AND TOOK TO PSI FOR REPAIRS.	\$1,306.75
04/02/25	454027A	1703 HEADWATER BLVD	SANITARY SYSTEM WORK COMPLETE. CUSTOMER CALLED IN ABOUT SINK ROAD. POPPED OPEN MANHOLE TO CHECK THE CONDITION INSIDE OF THE MANHOLE TO MAKE SURE NOTHING WASN'T BACKING UP. WE WILL SCHEDULE WITH WWTS TO TELEWISE.	\$1,038.25
04/09/25	456713A	1703 HEADWATERS BLVD	MET WITH CONTRACTOR. ASSISTED CONTRACTOR'S WITH TRAFFIC CONTROL WHILE THEY REPAIRED THE ASPHALT IN THE ROAD.	\$1,870.50
04/16/25	460016A	HEADWATER LS3-BEVERLY COMM	FACILITY WORK COMPLETED. PM AT FACILITY. TIGHTENED ALL ELECTRICAL CONTACTS AND CLEANED AND TESTED FLOATS.	\$772.75
05/13/25	464166A	1703 HEADWATERS BLVD	ASPHALT AFTER REPAIR.	\$6,879.37
05/08/25	459463A	186 SILVER SAGE CT	EXCAVATION WORK COMPLETED. EXCAVATED AND RELOCATED A SEWER BOX THAT WAS POSITIONED IN THE MIDDLE OF A NEW HOME'S DRIVEWAY. AFTER MOVING THE BOX TO A MORE SUITABLE LOCATION, THE AREA WAS BACKFILLED, AND USABLE MATERIAL WAS SAVED FOR FUTURE USE.	\$5,442.48
04/30/25	460358A	IN DISTRICT HEADWATERS	PURCHASED SUPPLIES 1 2" E-SERIES ELECTRONIC METER AND 1 ENDPOINT.	\$1,663.00
TOTAL FOR 2023/24				\$299,296.84

CUSTOMER BILLING REPORT
HEADWATERS MUNICIPAL UTILITY DISTRICT
April 21, 2025 Through May 20, 2025

Current Billing

Water	56,232.59	
Sewer	15,318.18	
TCEQ	777.89	
Water Base	45,055.80	
Sewer Base	39,173.40	
Misc	107,529.00	

Total Current Billing		\$264,086.86

Aged Receivables

30 Days	6,914.86	
60 Days	9,541.17	
90 Days	43,461.48	
120 Days	28.92	

Billed Arrears	59,946.43	
Credit Bal Fwd	-4,655.14	

Total Aged Receivables		\$55,291.29

Accounts Receivables

Penalty	1,526.38	
Water	62,890.39	
Sewer	15,285.14	
TCEQ	768.21	
Water Base	46,121.41	
Sewer Base	39,600.07	
Deposit	7,600.00	
Miscellaneous	121,571.23	

Total Accounts Receivables		\$295,362.83

Deposit Liability

Balance As Of	04/21/25	\$177,090.00
Collections		7,600.00
Deposits Applied		-1,200.00

Balance As Of	05/20/25	\$183,490.00



HEADWATERS MUNICIPAL UTILITY DISTRICT

Billing Report

May 2025

Connections	April	May
Active	886	889
Inactive	15	16
Total	901	905

New Connects	22	8
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Billing Recap

	April	May
Current Billing	\$156,785.22	\$264,086.86
Water	\$55,752.07	\$56,232.59
Sewer	\$15,235.63	\$15,318.18
State Assessment	\$779.22	\$777.89
Water Base	\$45,193.70	\$45,055.80
Sewer Base	\$39,800.60	\$39,173.40
Miscellaneous	\$24.00	\$107,529.00
Current Payments	\$300,361.70	\$295,362.83
Arrears		
30 Day	\$19,605.84	\$6,914.86
60 Day	\$53,533.49	\$9,541.17
90 Day	\$0.00	\$43,461.48
120 Day	\$0.00	\$28.92
Gross Arrears	\$113,939.30	\$59,946.43

Month	Apr	May
Total Customers	901	905
Letters	14	19
Disconnects	0	1



**HEADWATERS MUNICIPAL UTILITY DISTRICT
GENERAL MANAGER'S REPORT
WRITE-OFF LIST
May 2025**

Approved by the Board of Directors at the meeting held on June 19, 2025.

_____ Date _____

_____ Date _____

_____ Date _____

There are no write-offs for this period.

HEADWATERS MUD WRITE-OFFS FISCAL YEAR TOTALS

	2022/23	2023/24	2024/25
OCTOBER			
WRITE-OFF	\$ -	\$ -	\$ 346.02
COLLECTED	\$ -	\$ -	\$ -
NOVEMBER			
WRITE-OFF	\$ -	\$ 76.01	\$ -
COLLECTED	\$ -	\$ -	\$ -
DECEMBER			
WRITE-OFF	\$ 255.98	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
JANUARY			
WRITE-OFF	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
FEBRUARY			
WRITE-OFF	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
MARCH			
WRITE-OFF	\$ -	\$ 75.61	\$ -
COLLECTED	\$ -	\$ -	\$ -
APRIL			
WRITE-OFF	\$ -	\$ -	\$ 122.03
COLLECTED	\$ -	\$ -	\$ -
MAY			
WRITE-OFF	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
JUNE			
WRITE-OFF	\$ -	\$ -	
COLLECTED	\$ -	\$ -	
JULY			
WRITE-OFF	\$ 396.49	\$ -	
COLLECTED	\$ -	\$ -	
AUGUST			
WRITE-OFF	\$ -	\$ 305.80	
COLLECTED	\$ -	\$ -	
SEPTEMBER			
WRITE-OFF	\$ -	\$ -	
COLLECTED	\$ -	\$ -	
TOTAL COLLECTIONS:	\$ 652.47	\$ 457.42	\$ 468.05
TOTAL COLLECTED:	\$ -	\$ -	\$ -



Headwaters Municipal Utility District

Monthly Meter Read Comparison for: May 2025
 In 1000 gallons

	<u>PUA</u>			<u>Headwaters Municipal Utility District</u>		
	5/1/2025 Previous	6/2/2025 Current	Usage (Kgal)	5/1/2025 Previous	6/2/2025 Current	Usage (Kgal)
HWY. 290	595377	608383	13006	595397	608388	12991
Totals			13006			12991
				Difference		<u>15</u>

The Ridge at Headwaters - Month End Occupancy & Leased Percentages - YTD

	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec
Ending Occupancy	5.19%	15.48%	26.19%	31.55%	36.90%	52.98%
Number of Occupied Units	9	26	44	53	62	89
Ending Leased	27.38%	33.93%	42.26%	45.24%	55.36%	65.48%
Units Leased (168 total)	168	46	57	71	93	110
Amount Billed in Gallons			402,000	135,000	187,000	164,000
Average per Occupied Unit			9,136.5	2,547.0	3,016.5	1,842.6

	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec
Ending Occupancy	58.34%	69.00%	79.66%	89.01%	95.00%	96.43%	98.00%	98.00%	98.00%	98.00%	90.00%	94.00%
Number of Occupied Units	98	116	134	150	160	162	165	165	165	165	151	158
Ending Leased	71.43%	79.00%	86.57%	93.12%	98.00%	98.81%	100.00%	99.00%	99.00%	99.00%	95.00%	97.00%
Units Leased (168 total)	168	120	133	145	156	165	166	166.32	166.32	166.32	159.6	163
Amount Billed in Gallons		179,000	210,000	265,000	295,000	310,000	341,000	364,000	357,000	393,000	351,000	301,000
Average per Occupied Unit		1,826.3	1,811.6	1,980.1	1,972.8	1,942.4	2,104.9	2,210.9	2,168.4	2,387.0	2,131.9	2,387.6

	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec
Ending Occupancy	94.00%	91.00%	99.35%	99.35%	96.42%	97.20%	99.40%	97.61%	98.80%	97.61%	95.83%	95.23%
Number of Occupied Units	158	153	166	166	161	165	167	164	165	163	161	160
Ending Leased	97.00%	94.00%	100%	100%	100%	100%	100%	100%	100%	100%	99%	99%
Units Leased (168 total)	168	163	158	167	167	165	167	164	167	167	166	166
Amount Billed in Gallons		351,000	367,000	344,000	355,000	324,000	363,000	332,000	367,000	369,000	362,000	405,000
Average per Occupied Unit		2,222.6	2,400.6	2,072.3	2,138.6	2,012.4	2,200.0	1,988.0	2,237.8	2,236.4	2,220.9	2,515.5

	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec
Ending Occupancy	97.61%	99.40%	97.02%	95.23%	96.42%	97.62%	95.23%	95.83%	96.42%	97.02%	97.02%	94.05%
Number of Occupied Units	163	166	162	165	163	164	161	161	162	163	163	158
Ending Leased	99.40%	100.00%	98.21%	99%	99.40%	97.62%	99.40%	98.80%	95.83%	97.62%	98.21%	95.24%
Units Leased (168 total)	168	166	166	164	164	154	164	165	161	164	165	160
Amount Billed in Gallons		375,000	422,000	352,000	363,000	331,000	327,000	308,000	333,000	357,000	355,000	411,000
Average per Occupied Unit		2,300.6	2,542.2	2,172.8	2,200.0	2,030.7	1,993.9	1,913.0	2,068.3	2,203.7	2,177.9	2,521.5

	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec
Ending Occupancy	92.85%	94.64%	94.64%	98.21%	97.02%	98.21%	98.21%	97.62%	96.43%	92.86%	94.05%	91.07%
Number of Occupied Units	156	159	159	165	163	165	165	164	162	156	158	153
Ending Leased	93.45%	96.43%	98.81%	99.40%	98.81%	99.40%	99.40%	98.21%	98.21%	94.05%	95.24%	92.86%
Units Leased (168 total)	168	157	162	166	167	166	167	165	165	158	160	156
Amount Billed in Gallons		416,000	382,000	290,000	318,000	309,000	319,000	300,000	327,000	324,000	310,000	314,000
Average per Occupied Unit		2,666.7	2,402.5	1,823.9	1,927.3	1,895.7	1,933.3	1,818.2	1,993.9	2,000.0	1,987.2	1,987.3

	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec
Ending Occupancy	90.48%	91.67%	90.48%	91.67%	95.83%	95.83%	94.05%	93.45%	90.48%	94.05%	93.45%	92.86%
Number of Occupied Units	152	154	152	154	161	161	158	157	152	158	157	156
Ending Leased	92.26%	92.26%	92.86%	93.45%	96.43%	98.81%	94.64%	94.05%	93.45%	94.05%	95.83%	95.83%
Units Leased (168 total)	168	155	155	156	157	162	166	159	158	157	158	161
Amount Billed in Gallons		290,000	313,000	276,000	283,000	263,000	299,000	283,000	309,000	331,000	389,000	252,000
Average per Occupied Unit		1,907.9	2,032.5	1,815.8	1,837.7	1,633.5	1,857.1	1,791.1	1,968.2	2,177.6	2,462.0	1,605.1

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Ending Occupancy	94.05%	95.83%	96.43%	95.24%	91.07%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Number of Occupied Units	158	161	162	160	153							
Ending Leased	95.83%	96.43%	97.62%	94.64%	92.86%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Units Leased (168 total)	168	161	162	164	159	156						
Amount Billed in Gallons		338,000	360,000	320,000	326,000	269,000						
Average per Occupied Unit		2,139.2	2,236.0	1,975.3	2,037.5	1,758.2	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Meters are read on the 15th of each month.

HEADWATERS Water Usage Analysis

(Usage in Thousands of Gallons)

District	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May
2401 A Headwaters Blvd Irrigation	492	398	886	576	621	632	608	233	151	2	24	450	491
2401 B Headwaters Blvd Irrigation	71	0	74	187	62	420	53	102	176	49	34	358	378
251 A Hazy Hills Irrigation.	0	54	61	287	387	496	523	37	30	0	104	199	32
830 A Dayridge Irrigation.	0	0	0	0	0	0	0	0	0	0	23	107	95
2699 E Hwy 290 Unit# 1 Lift Station 1	0	0	0	0	0	0	0	0	0	0	0	0	0
Const. Water 708 Headwaters													
2699 E Hwy 290 Unit# 2 Lift Station 2	0	0	0	0	0	0	0	0	0	0	0	0	0
2531 Beverly Dr- Lift Station	0	0	0	0	0	0	0	0	0	0	0	0	0
Total District	563	452	1021	1050	1070	1548	1184	372	357	51	185	1114	996
Residential HOA													
708 B Irrigation	116	206	4	365	182	180	173	0	127	21	60	0	0
708 Headwaters Amentiy Center Domestic	132	164	181	160	161	106	23	18	17	15	21	36	24
780 A Irrigation	118	177	355	202	194	210	197	72	79	0	7	123	155
Total Residential HOA	366	547	540	727	537	496	393	90	223	36	88	159	179
Commercial										3	5	10	12
Total Usage										3	5	10	12
Irrigation													
Connections	1	1	1	1	2	2	2	2	2	2	2	2	2
	44	0	2	409	333	218	131	0	28	9	17	7	1
					68	116	63	6	4	0	0	62	76
										14	31	215	217
Total Usage	44	0	2	409	401	334	194	6	32	23	48	284	294
Irrigation-HOA													
Connections	1	1	1	1	1	1	1	1	1	1	1	1	1
Total Usage	46	61	3	11	2	5	871	37	10	0	6	79	66
Single Family Residents													
Total SFR Usage	707	707	713	743	734	734	745	751	760	760	777	777	795
Average SFR Usage	6781	7997	6481	11538	10536	10098	9156	6028	5253	4385	5334	8647	8543
	9.6	11.3	9.1	15.5	14.4	13.8	12.3	8.0	6.9	5.8	6.9	11.1	10.7
Multi Family													
Domestic Usage	1	1	1	1	1	1	1	1	1	1	1	1	1
	263	299	283	309	331	389	252	321	338	360	320	326	269
	151	67	249	198	192	212	164	109	70	38	18	63	92
Average MF Usage	263.0	299.0	283.0	309.0	331.0	389.0	252.0	321.0	338.0	360.0	320.0	326.0	269.0
Builders													
Connections	51	51	51	55	54	54	54	51	51	46	49	49	48
Total Builder Usage	279	429	396	1051	934	948	565	391	343	146	131	238	332
Average Builder Usage	5.5	8.4	7.8	19.1	17.3	17.6	10.5	7.7	6.7	3.2	2.7	4.9	6.9
Fire Hydrant													
Connections	2	2	2	2	4	4	4	4	4	4	4	4	4
Total Usage	7	4	0	14	612	246	133	32	6	92	109	5	84
Total Usage	8,500	9,856	8,975	15,307	14,615	14,276	12,912	7,386	6,632	5,134	6,244	10,925	10,867

708A&B have been billed to the HOA and the total usage has been deducted from 2401 B Headwaters



Monthly Operational Report For Public Water Systems Purchasing Treated Water From Another System
 Which Uses Surface Water Sources or Groundwater Sources Under The Influence of Surface Water

PUBLIC WATER SYSTEM NAME: **HEADWATERS at BARTON CREEK**

System I.D. #: 1050184

Month: **April 2025**

Submitted by:

Date:

No. of Connections: **879**

License #:

Grade:

TREATED WATER PURCHASED FROM A WHOLESALE SUPPLIER				
Date	Quantity (mgd)	Date	Quantity (mgd)	Monthly Summary (MGD)
1	0.427	16	0.414	Total
2	0.318	17	0.401	Monthly
3	0.460	18	0.401	Purchase: 12.127
4	0.285	19	0.402	
5	0.286	20	0.401	Average
6	0.286	21	0.517	Daily: 0.404
7	0.462	22	0.342	
8	0.423	23	0.353	Maximum
9	0.398	24	0.423	Daily: 0.566
10	0.566	25	0.404	
11	0.375	26	0.405	Minimum
12	0.374	27	0.404	Daily: 0.285
13	0.374	28	0.405	
14	0.493	29	0.444	
15	0.496	30	0.388	

DISTRIBUTION SYSTEM (DISINFECTANT RESIDUAL MONITORING)			
Minimum allowable disinfectant residual:	<u>0.5</u>	mg/L	Percentage of the measurements below the limit this month:
Total no. of measurements this month:	<u>30</u>		<input type="text" value="0%"/> (1A)
No. of measurements below the limit:	<u>0</u>		
Percentage of the measurements below the limit last month:			<input type="text" value="0%"/> (1B)

TREATMENT TECHNIQUE VIOLATION	PUBLIC NOTIFICATION		
	Yes/No	If YES, Date when Notice was Given to the:	
More than 5.0% of the disinfectant residuals in the distribution system below acceptable levels for two consecutive months? - see (1A) and (1B)	NO	TCEQ	Customers*

* A sample copy of the Notice to the customers must accompany this report.

Monthly Operational Report For Public Water Systems Purchasing Treated Water From Another System
Which Uses Surface Water Sources or Groundwater Sources Under The Influence of Surface Water

PUBLIC WATER SYSTEM NAME: **HEADWATERS at BARTON CREEK**

System I.D. #: 1050184

Month: **May 2025**

Submitted by:

Date:

No. of Connections: **879**

License #:

Grade:

TREATED WATER PURCHASED FROM A WHOLESALE SUPPLIER				
Date	Quantity (mgd)	Date	Quantity (mgd)	Monthly Summary (MGD)
1	0.459	16	0.412	Total
2	0.382	17	0.412	Monthly
3	0.382	18	0.413	Purchase: 12.657
4	0.383	19	0.528	
5	0.312	20	0.549	Average
6	0.334	21	0.444	Daily: 0.408
7	0.383	22	0.428	
8	0.396	23	0.375	Maximum
9	0.378	24	0.374	Daily: 0.549
10	0.379	25	0.375	
11	0.378	26	0.375	Minimum
12	0.535	27	0.412	Daily: 0.312
13	0.466	28	0.360	
14	0.432	29	0.391	
15	0.544	30	0.333	
		31	0.333	

DISTRIBUTION SYSTEM (DISINFECTANT RESIDUAL MONITORING)		
Minimum allowable disinfectant residual:	0.5 mg/L	Percentage of the measurements below the limit this month:
Total no. of measurements this month:	30	<input type="text" value="0%"/> (1A)
No. of measurements below the limit:	0	
Percentage of the measurements below the limit last month:		<input type="text" value="0%"/> (1B)

TREATMENT TECHNIQUE VIOLATION	PUBLIC NOTIFICATION		
	Yes/No	If YES, Date when Notice was Given to the:	
More than 5.0% of the disinfectant residuals in the distribution system below acceptable levels for two consecutive months? - see (1A) and (1B)	NO	TCEQ	Customers*

* A sample copy of the Notice to the customers must accompany this report.

MASTER METER REPORT

DISTRICT: **HEADWATERS at BARTON CREEK**

MONTH: **May 2025**

LOCATION: **HWY. 290**

P.W.S. #: **1050184**

METER #: 56520972

		METER A	SIZE 8"
DAY	DATE	READ	TH GAL
Thu	1	595397	459.0
Fri	2	595856	382.0
Sat	3	596238	382.0
Sun	4	596620	383.0
Mon	5	597003	312.0
Tue	6	597315	334.0
Wed	7	597649	383.0
Thu	8	598032	396.0
Fri	9	598428	378.0
Sat	10	598806	379.0
Sun	11	599185	378.0
Mon	12	599563	535.0
Tue	13	600098	466.0
Wed	14	600564	432.0
Thu	15	600996	544.0
Fri	16	601540	412.0
Sat	17	601952	412.0
Sun	18	602364	413.0
Mon	19	602777	528.0
Tue	20	603305	549.0
Wed	21	603854	444.0
Thu	22	604298	428.0
Fri	23	604726	375.0
Sat	24	605101	374.0
Sun	25	605475	375.0
Mon	26	605850	375.0
Tue	27	606225	412.0
Wed	28	606637	360.0
Thu	29	606997	391.0
Fri	30	607388	333.0
Sat	31	607721	333.0
Sun	1	608054	
Total			12657.0
Avg			408.3
Max.			549.0
Min			312.0

Operator:

MASTER METER REPORT

DISTRICT: **HEADWATERS at BARTON CREEK**

MONTH: **May 2025**

		TOTAL TH GAL PURCHASED	CHLORINE RESIDUAL
DAY	DATE	TH GAL	mg/L
Thu	1	459.0	3.1
Fri	2	382.0	3.3
Sat	3	382.0	3.1
Sun	4	383.0	3.0
Mon	5	312.0	2.8
Tue	6	334.0	2.0
Wed	7	383.0	3.0
Thu	8	396.0	2.5
Fri	9	378.0	3.1
Sat	10	379.0	3.0
Sun	11	378.0	
Mon	12	535.0	2.9
Tue	13	466.0	1.5
Wed	14	432.0	3.4
Thu	15	544.0	3.3
Fri	16	412.0	3.4
Sat	17	412.0	3.5
Sun	18	413.0	2.5
Mon	19	528.0	1.5
Tue	20	549.0	3.3
Wed	21	444.0	3.3
Thu	22	428.0	3.2
Fri	23	375.0	3.2
Sat	24	374.0	2.8
Sun	25	375.0	1.7
Mon	26	375.0	3.9
Tue	27	412.0	2.7
Wed	28	360.0	3.1
Thu	29	391.0	3.1
Fri	30	333.0	2.1
Sat	31	333.0	1.6
Total		12657.0	
Avg		408.3	2.8
Max.		549.0	3.9
Min		312.0	1.5

Operator:

From: [Mike Morin](#)
To: [Lisa Vickery](#)
Subject: FW: Headwaters - Headwaters Green Space Usage
Date: Thursday, June 12, 2025 12:09:28 PM
Attachments: [image001.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image022.png](#)

Please include this email behind the Headwaters operations report.

From: Brandon Meier <Brandon.Meier@northpointe.com>
Sent: Thursday, May 29, 2025 3:10 PM
To: Mike Morin <mmorin@crossroadsus.com>
Subject: RE: Headwaters - Headwaters Green Space Usage

Mike,

I enjoyed chatting with you yesterday morning. Per our conversation, I wanted to provide a little backstory on the goal & recap of what was discussed & why I would be so grateful for the Headwaters MUD to allow me to keep the basketball goal where it is.

My name is Brandon Meier, born and raised in Lakeway, Texas. I am a 38-year-old professional raising my 8 year old son with my wife Amy, here in Dripping Springs, TX. We have lived in Headwaters since February 2021. . My wife, a realtor, had helped her best friend move here from New York back in 2017. Securing a lot and build with David Weekly off Townes Ct, the Akavans. Amy and I were visiting at their home back in 2020 when we saw a lot come up that we could not pass up, 139 Crimson Sky Ct. We ended up selling our home off RR12, where we resided in Dripping Springs for 5 years, to move to Headwaters.

As of today I am very involved in this community, to name a few:

- *Admin of Headwaters Neighbors – Facebook group (main facebook group for headwaters owners)*

Headwaters Neighbors

Private group · 1.2K members



Discussion Featured **Members** Events Media Files

Members · 1,167

New people and Pages who join this group will appear here. [Learn More](#)

Find a member



Brandon Meier

Admin All-star contributor

Sales Manager/Sr. Loan Officer at Northpointe Bank - Austin, TX



- *Admin of Headwaters Lawn Dominators – Facebook group; I actively help a lot of Headwaters owners with their lawn care, by providing best practices for water conservation and fertilization in the central Texas heat, for free*

Headwaters Lawn Dominators

Private group · 375 members



Discussion Featured **Members** Events Media Files

Members · 375

New people and Pages who join this group will appear here. [Learn More](#)



Brandon Meier
Admin All-star contributor
Sales Manager/Sr. Loan Officer at Northpointe Bank - Austin, TX

...

OK onto the goal...

I actively coach basketball for DSYS and played basketball my entire youth, I love the sport. There are no hoops in Headwaters, or nearby, which has been an ongoing conversation between neighbors (I see it all the time on Headwaters Neighbors). We would LOVE a common area to play basketball, but there is none.

I had a portable hoop up ever since we moved here in February 2021, no one said a thing for over 4 years. It was in the same spot as the goal I put in the ground. The portable hoop was dangerous & would fall over into the street when strong storms frequented the area. I ended up searching Facebook marketplace for a sturdier, portable goal. Ran across this hoop, purchased it, and made the decision to put it in; with hopes that we could enjoy playing basketball with my son knowing at some point; I would be writing this email.

Furthermore, after multiple attempts to have the HOA clean up the area, besides my house with no avail, (at the time, I didn't know who owned the open space, HOA or MUD); I have personally maintained the open space next to my house for over 4 years. There was major drainage washout issues, causing erosion next to my newly build home. After the attempts failed, I decided to sod the area as the ground was deteriorating by my house. Not to mention the trash and ugly rocks left behind by developer. ALL my neighbors near and far are very appreciative of my efforts, as it is much easier on the eyes and feet. See photos below:

What it was before:





What it is now:





The goal is close to my property line, but on the MUD property, yes. It is set off the street by a little over 2 feet so that the rim is not hanging into the street. I made sure there were no lines prior to digging, and the hole is not too deep, but deep enough that it is sturdy and will not fall with heavy winds.

My ask is that the MUD considers my case, and lets me keep my goal for me and my son to shoot hoops on our not so busy street Crimson Sky Ct.

If there is any documentation I can provide, I would be more than willing to provide. It is my understanding that per the HOA bylaws, there is nothing against having an in ground basketball hoop, only mentions of portable goals. I have consulted with many neighbors and I am willing to get X amount of signatures, by homeowners in Headwaters, to keep my goal up, if that would help.

Thank you for the time and consideration,

Brandon Meier
139 Crimson Sky Ct, Dripping Springs, TX 78620
512-818-8459

Brandon Meier
Sales Manager/Sr. Loan Officer
NMLS# 1215305
Direct: 512-818-8459
Brandon.Meier@northpointe.com
www.northpointe.com/home-lending/get-started/brandon-meier/

[APPLY NOW](#) | [SECURE UPLOAD](#)

From: Brandon Meier <bmeier6191331@gmail.com>
Sent: Thursday, May 29, 2025 2:05 PM
To: Brandon Meier <Brandon.Meier@northpointe.com>
Subject: Fwd: Headwaters - Headwaters Green Space Usage

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: Mike Morin <mmorin@crossroadsus.com>
Date: Wed, May 28, 2025, 8:26 AM
Subject: Headwaters - Headwaters Green Space Usage
To: BMEIER6191331@GMAIL.COM <BMEIER6191331@gmail.com>

It has come to my attention that a basketball backboard has been installed within the easement owned by Headwaters Municipal Utility District. I am requesting that you remove the goal from the District property as there has not been any permission granted to place it there.

Please let me know when you can accomplish this.

Sincerely,

Mike Morin
General Manager
Headwaters MUD
512-689-0317
mmorin@crossroadsus.com



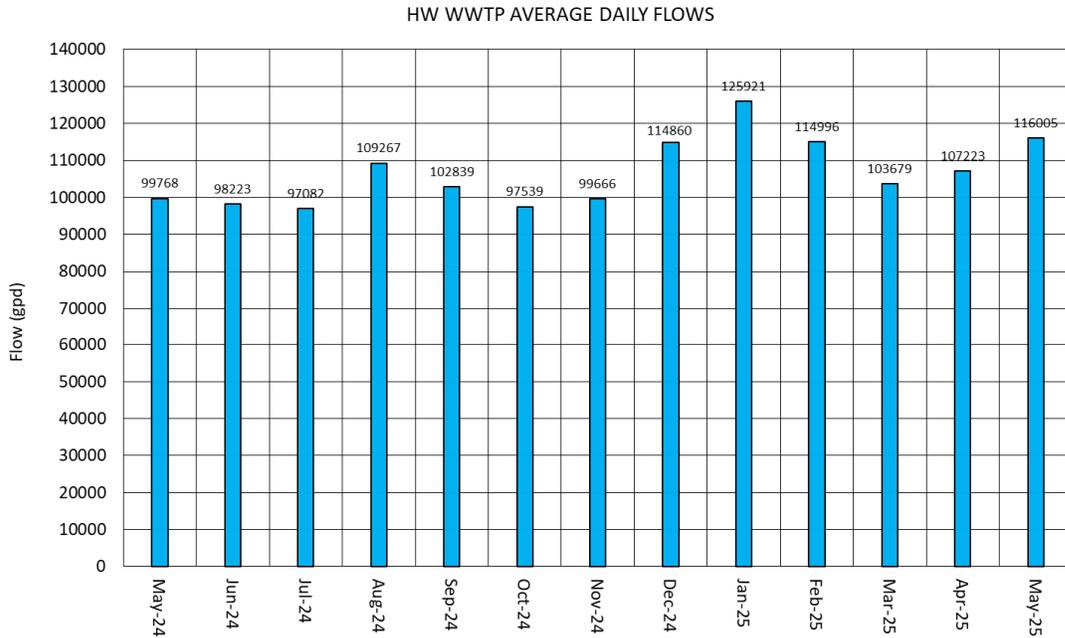
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HEADWATERS WWTP OPERATIONS REPORT
May 2025

GENERAL

- Average flow – 116,000 gallons per day
- Total treated flows – 3,596,140 gallons.
- Total Landscape Irrigation Flows ~ 15,000 gallons



EFFLUENT QUALITY SUMMARY

	BOD ₅ mg/L	TSS mg/L	Ammonia mg/L	Phosphorus mg/L	E Coli MPN	Turbidity NTU
Effluent Limits	5	5	2	1	126	< 3
June 24	< 1	ND	0.06	0.15	< 1	< 1
July 24	ND	ND	ND	0.11	< 1	< 1
August 24	< 1	ND	0.07	0.29	< 1	< 1
September 24	< 1	< 1	ND	0.60	< 1	< 1
October 24	< 1	ND	0.18	0.08	ND	< 1
November 24	< 1	ND	0.14	0.08	< 1	< 1
December 24	ND	ND	0.1	0.4	ND	< 1
January 25	< 1	ND	1.4	0.48	< 1	< 1
February 25	< 1	ND	ND	0.34	ND	< 1
March 25	ND	ND	0.3	0.60	< 1	< 1
April 25	< 1	ND	0.06	0.73	< 1	< 1
May 25	1	ND	0.08	0.	ND	< 1

All parameters within permit.

OPERATIONS AND MAINTENANCE

- Routine operations.
- Drip field repairs.
- Finished limbing up trees, mulching deadfall and spreading mulch Phases 1 and 2 drip fields.
- All of the fields and the plant site were mowed.

MUDDING on DRIP FIELDS



PHASES 1 AND 2 PLANT REFURBISHMENT

We contacted two painting contractors regarding repair of the clarifier of which two replied, D&L and Coburn & Company. Both contractors visited the plant site, D&L with their estimator; and Coburn with their estimator and Operations and Safety Director.

D&L sent their quotation by email, \$37,000. Coburn provided a written proposal with a detailed scope of work (attached) for \$19,410 for the clarifier repair with other spot repairs to be performed on a time and material (T&M) basis.

I recommend awarding the work to Coburn & Company. Since there will be additional work on a T&M basis, I suggest allocating \$25,000 for the work.

WARRANTY WORK – Phase 4 Drip Fields

We noticed some trees dying in areas with surface irrigation on the Phase 4 drip fields and determined the Contractor placed excessive mulch over the base of the trees which caused the roots to become waterlogged. We met with the Contractor in the field to review the areas in question. He has agreed to perform the work necessary to remedy the situation. The work is covered by the two year maintenance bond.

HOGS

The hogs have returned. We contacted Texas Wild Hog Control to come back out and set up their trap.



11705 N Lamar Blvd, Austin, TX 78753, USA
512-836-6552

PROPOSAL

NUMBER: 1358

DATE: 5/28/2025

PROJECT NAME

Headwaters MUD Clarifiers

Address

CUSTOMER

Allen Engineering Group, Inc.

1101 S. Capital of TX Hwy, West Lake Hills, TX 78746

Estimator

Sam Wayne

Contact

David Allen

SCOPE OF WORK

SSPC-SP10 Near White Blast at Weir Trough & Top 24" of Basin
Re-coat Weir Trough & Top 24" of Basin with Dura-Plate 235 Epoxy to 12-15 mils DFT
+Macropoxy 646 FC Epoxy 12-15 mils DFT Depending on Existing Coating at Interior of Basin & Adhesion Testing
Masking & Protection for Areas not to be Blasted or Re-Coated
Work Site Clean-Up at Conclusion of Project

EXCLUSIONS

Overtime/Afterhours
Removing or Replacing Metal Weirs at Trough
Blasting/Recoating Exterior of Basin
Blasting/Recoating Interior of Basin Below Waterline
Coatings to Piping/Catwalk/Clarifier Arm/Galvanized Substrates
Austin Sales Tax Assessed at Invoicing

BASE BID: \$19,410.00

ALTERNATES

Blasting/Coating T&M Rate (Labor & Equipment Only).....\$78 p/hr
+Material Pricing Varies Depending on Substrates to be Coated & Coatings Selected

Signature: _____

Name: _____

Date: _____

TERMS:

The pricing provided in this proposal is valid for 30 days from the date listed above. Upon approval, please allow up to 10 days for mobilization to commence project activities. Approval of this proposal constitutes acceptance of these terms and serves as authorization to proceed. If you have any questions or require adjustments, please contact us before the proposal expiration date.

David Allen

From: Kier Garcia <Kier.Garcia@axisindustries.com>
Sent: Friday, March 28, 2025 2:00 PM
To: David Allen; Robert Smith
Subject: RE: Headwaters

David good afternoon, we are currently at \$37,500 . Please let us know your thoughts. Thank you.

Kier Garcia
Project Manager
Axis Industries
(210) 648-1990 Office
(210)620-6988 Mobile
kier.garcia@axisindustries.com



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From: David Allen <da@aeg-austin.com>
Sent: Monday, March 24, 2025 9:01 AM
To: Robert Smith <robert.smith@axisindustries.com>; Kier Garcia <Kier.Garcia@axisindustries.com>
Subject: Headwaters

SECURITY ALERT : This e-mail originated external to your organization. Please use caution when opening attachments or clicking on links and images from unexpected or unknown sources.

Not trying to pester you guys, just circling back around. You have an idea when you might have the estimate?

Thanks,

David A Allen, P.E.

ALLEN ENGINEERING GROUP, INC.
1101 S. Cap of TX Hwy, Bldg D110
West Lake Hills, TX 78746



(m) 512-632-0121



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

ENGINEER'S REPORT HEADWATERS MUD

June 19, 2025

The following is a summary of engineering tasks and/or activities being undertaken on behalf of Headwaters MUD, Hays County, Texas:

1. Construction within the District:

- a. Headwaters Commercial East Phase 1
 - i. A final walk through was conducted on 5/1/2024. Notes from the final walk were sent to the contractor on 5/6/2024. Contractor has addressed all utility punch list items and the MUD has accepted the utility improvements. Revegetation of open spaces is still ongoing and shall be complete prior to MUD acceptance of the pond facilities.
- b. Headwater Oakwood Market
 - i. Construction of private improvements is ongoing.
- c. DSISD Elementary School
 - i. DSISD has started construction prior to MUD approval of the construction plans. Crossroads has noted that two temporary water meters have been provided for construction operations.

2. Plan Approvals/Revisions/Change Orders:

- a. None

3. MUD Plan Review:

- a. Headwaters Apartments Phase II
 - i. Update 1 plans were submitted 1/8/21. MUD comments were provided to LJA on 2/23/21. We are awaiting response to our comments.
- b. Dripping Springs ISD Elementary School
 - i. Plans were submitted on 2/29/2024. The initial MUD review is complete, and comments were returned to the applicant on 4/4/2024. Resubmittal received on 6/5/2024 and is under MUD review. It has been communicated with the applicant that technical comments are generally cleared with exception of their requested amount of water and wastewater service. Pending more information from applicant.
 - ii. Malone/Wheeler met with DSISD on 8/23/24 to discuss water and wastewater utility matters. An email summarizing our meeting and the required utility data following the WTCPUA's standards was sent to DSISD on 8/23/2024 and sent again on 10/2/2024.
 - iii. Malone/Wheeler sent a letter to DSISD Superintendent Dr. Holly Morris-Kuentz on behalf of the MUD on 9/19/2024 with regard to the proposed DSISD water and wastewater matters.
 - iv. A water demand technical memo which outlines the proposed domestic and irrigation LUEs proposed by the project was received by Malone/Wheeler on 10/23/2024.



1. Malone/Wheeler reviewed the memo for general completeness and submitted the LUE memo to the WTCPUA for concurrence on 11/1/2024.
 2. The WTCPUA issued concurrence for 17 domestic water LUEs and 26 irrigation LUEs for the proposed elementary school on 12/6/2024.
 - v. Malone/Wheeler provided written notification to the applicant on 10/24/2024 that the easements and maintenance agreement for the wastewater force main need to be complete and requested the latest site plan, City approved plan and landscape/irrigation plans matching the LUE memo to be submitted. As of 11/5/2024, we have not received any of the additional requested information. DSISD signed easements were delivered to the MUD on 05/02/2025.
 1. The water and wastewater easements were recorded 05/16/2025. The recorded easement documents were emailed to DSISD on 05/19/2025.
 - vi. Malone/Wheeler received a revised plan submittal on 05/22/2025. The plans were noted as incomplete. An email rejecting the submittal and noting the insufficiencies was sent to the applicant on 05/30/2025.
- c. SKYE Headwaters
- i. A revision to the MUD-approved plans was submitted on 4/4/2024. The initial MUD review was completed, and comments were returned to the applicant on 5/30/2024. Updated plans were received on 7/9/2024 and MUD comments were returned to the applicant on 7/22/2024. Updated plans were received on 7/31/2024 and comments were returned to the applicant on 8/6/2024. Revised plans and comment response letter were received on 11/26/2024 and were returned to the applicant on 12/4/2024. Updated plans were resubmitted 12/19/2024. Further review is on hold.
 1. Municipal Accountants has requested that no further work be completed for Skye Headwaters as the MUD is owed payments that have been requested since October.

4. Pay Application Approval:

- a. None

5. Irrigation LUE Determinations

- a. None

Domestic LUE Determinations

- b. None

6. Bidding and Notice of Award

- a. None

7. Acceptance of MUD Facilities

- a. None



8. Wastewater Operations Summary

- a. WWTP constructed capacity through Phase 4A is 260,000 gallons per day.
 - i. Average daily flow has been measured as 124,996 gallons per day for February 2025.
 - ii. Daily flows are averaging 48% of the current constructed capacity. Average daily flows for March 2024 to February 2025 are graphed below.
- b. Effluent Disposal Facilities’ constructed capacity through Phase 4A is 217,540 gallons per day.
 - i. Average daily flow has been measured as 124,996 gallons per day for August 2024.
 - ii. 75% of the current WWTP/Drip field capacity is 163,155 GPD.
 - iii. Daily flows are averaging 58% of the current constructed capacity to the effluent disposal facilities as of February 2025.
- c. See Allen Engineering’s operations report for more detail on monthly wastewater operations.

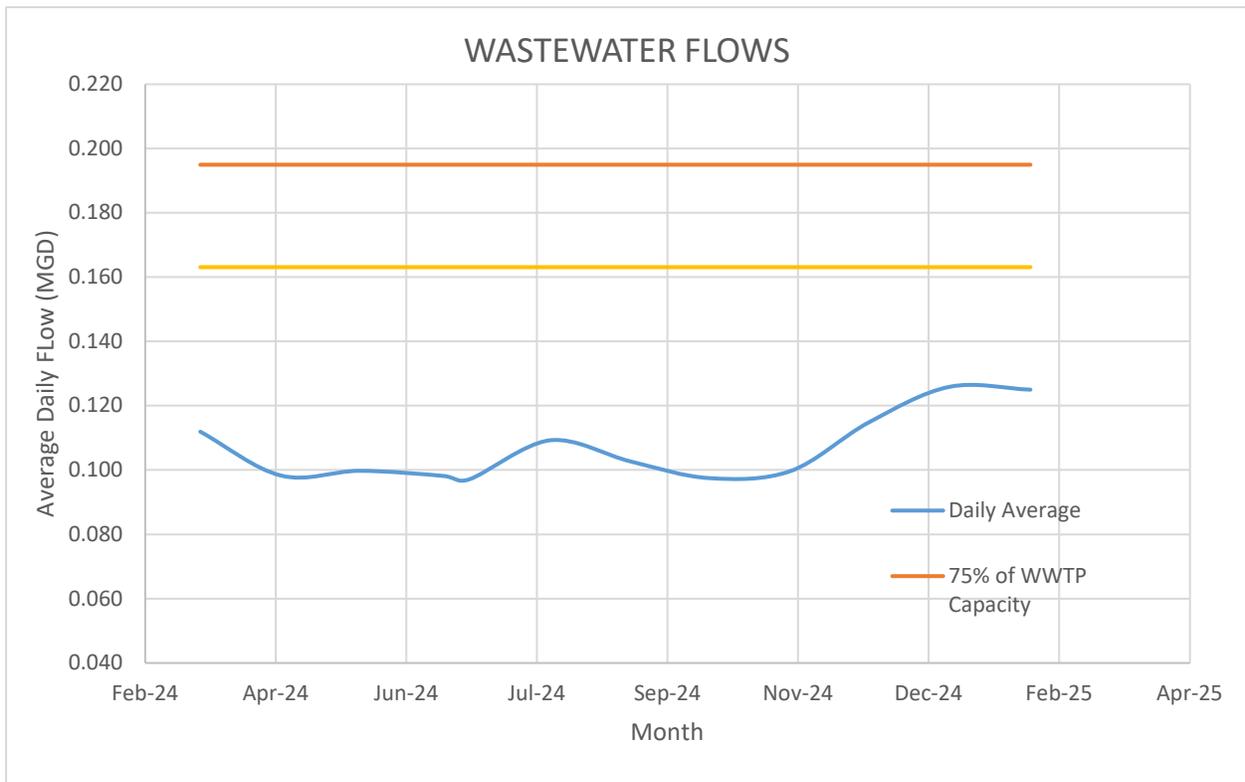


Figure 1: Average Daily Wastewater Flow



9. Water Operations Summary

- a. Per the Second Amendment to the Wholesale Water Services Agreement, the Headwaters MUD’s Max Day Reservation is 1,612,800 gpd. Consumption from Feb. 2022 to Feb. 2025 are graphed below.
- b. See Crossroads operations report for more detail on the monthly water operations.

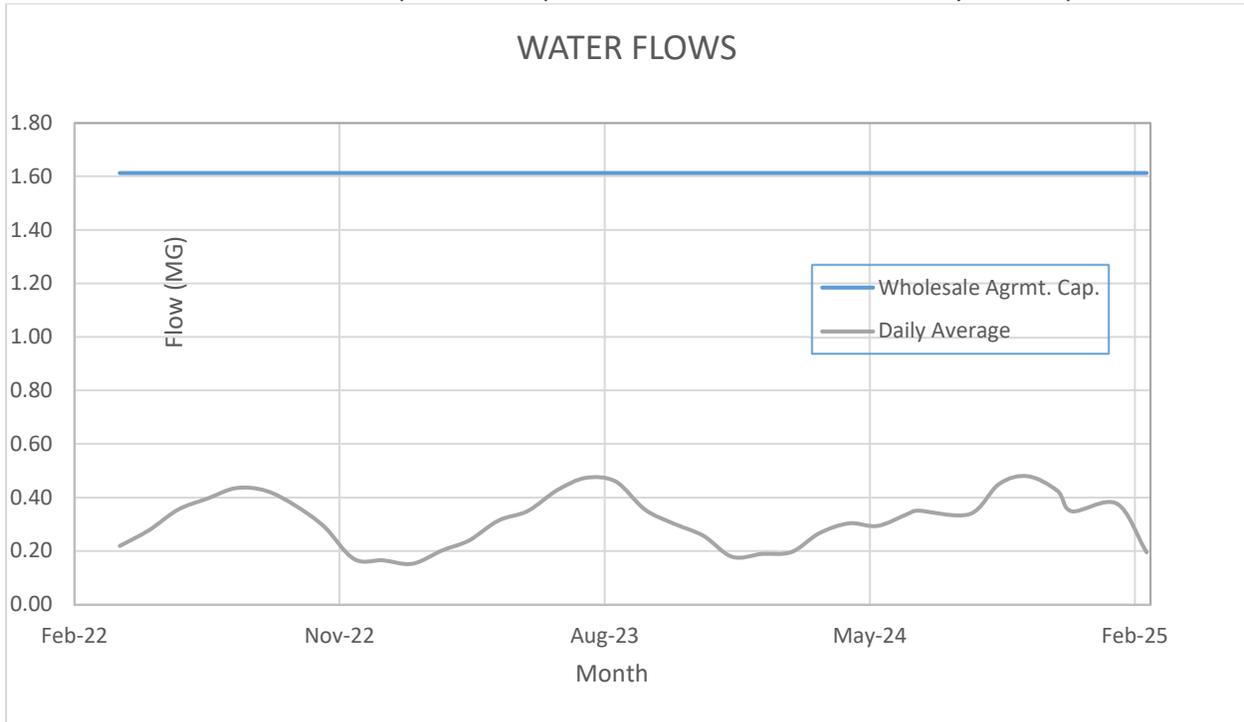


Figure 1: Daily Water Consumption and Permitted

10. MUD PARK BATHROOM

- a. Design of the park bathroom improvements is underway. A kickoff meeting with the Board representative was held on 3/11/2025.
- b. Construction plan preparation is in progress.

11. RAW WATER CONTRACT

- a. Per communication with LCRA due to our existing water contract being over 500 acre-feet the LCRA board will need to approve the new wholesale contract. LCRA has notified us that there are currently 4,000 acre-ft of water that is available and an additional 10,000 acre-ft which is held in a board reserve. FIRM Water application was submitted to LCRA on 11/12/2024, requesting an additional 300 acre-ft of water.
 - i. LCRA has provided the updated raw water contract which is under review by the MUD attorney.

FIRM WATER CONTRACT

By and Between

LOWER COLORADO RIVER AUTHORITY

And

HEADWATERS MUNICIPAL UTILITY DISTRICT

FIRM WATER CONTRACT

This Contract is entered by and between the LOWER COLORADO RIVER AUTHORITY (hereinafter, together with its successors and assigns, “LCRA”) and HEADWATERS MUNICIPAL UTILITY DISTRICT, (hereinafter, together with its successors and assigns as provided herein, “PURCHASER”), who, in mutual consideration of the provisions herein contained, agree as follows:

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1. STANDARD TERMS AND CONDITIONS

Except as expressly provided in Section 2 of this Contract, the Parties agree to the standard terms and conditions attached hereto as Exhibit A.

2. GENERAL TERMS, EXCEPTIONS & SPECIAL CONDITIONS

2.1 Incorporation of Exhibits.

All Exhibits attached to this Contract are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

2.2 Maximum Annual Quantity

The MAQ is 806 acre-feet per year from the Effective Date. Of this amount, no more than 801 acre-feet per annum of raw or untreated water may be diverted by or on behalf of PURCHASER at the Point of Availability.

2.3 Loss Factor

The Loss Factor for this Contract shall be 0.55 % of the amount made available at the Point of Availability. PURCHASER acknowledges that this Loss Factor reflects estimated conveyance, delivery, and system losses from Lake Travis to the Point of Availability.

2.4 Points of Availability.

The Point of Availability is the Lake Austin in Travis County, Texas as described and depicted in Exhibit B.

2.5 Maximum Diversion Rate.

The maximum diversion rate authorized under this contract in combination with diversions by West Travis County Public Utility Agency is 62 cubic feet per second.

2.6 Type of Use.

This Contract is authorized for Municipal use consistent with Section 1.F. of Exhibit A.

2.7 Service Area.

Water supplied under this contract shall only be used within that certain area in Travis County as described in Exhibit C and depicted in Exhibit D, together hereinafter called the "Service Area."

2.8 Term of Contract.

The term of this Contract is 40 years unless terminated earlier by either party consistent with Exhibit A.

2.9 Previous Contract.

Upon the Effective Date of this Contract, that certain Water Contract between LCRA and PURCHASER, dated September 17, 2008, (LCRA Contract No. 3895383), shall be null, void, and of no further legal force and effect, provided that PURCHASER shall continue to be responsible and liable for all fees incurred under Contract No. 3895383, including but not limited to fees for Monthly Diversions, as such fees may be calculated and/or prorated through the Effective Date.

2.10 Notice.

All notices and invoices to PURCHASER shall be addressed to:

Headwaters MUD
4301 Bull Creek Rd. Suite 150
Austin, Texas 78731

All payments to LCRA shall be made to the address on the invoices received by PURCHASER. All notices to LCRA shall be addressed to:

Lower Colorado River Authority
Attn: Raw Water Sales
P.O. Box 220
Austin, Texas 78767
firmwater@lcra.org for email transmission

and

Lower Colorado River Authority
Attn: River Operations
P.O. Box 220
Austin, Texas 78767
(512) 473-3551 for facsimile transmission

2.11 Permit(s) May Be Required.

PURCHASER may not impound, divert, or use water under this Contract unless PURCHASER, in accordance with the substantive rules of the Texas Commission on Environmental Quality (TCEQ), Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service ("USFWS"), Texas Parks and Wildlife Department ("TPWD"), or any other local, state, or federal regulatory authority, obtains and maintains any water rights permit, wastewater discharge permit, dredge and fill permits, any required approval related to threatened or endangered freshwater mussels that may occur in the vicinity of the PURCHASER's diversion facilities, or any other similar permit, that is necessary to authorize PURCHASER'S impoundment, diversion and/or consumptive use, and subsequent discharge, of water consistent with this Contract.

SIGNED BY:

Lower Colorado River Authority

Headwaters MUD

By: _____

By: _____

Monica Masters, P.E.
Vice President, Water Resources

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBITS

- A. Standard Contract Terms and Conditions
- B. Description of Point(s) of Availability
- C. Description of Service Area
- D. Depiction of Service Area
- E. Water Conservation Plan
- F. Drought Contingency Plan
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Exhibit A

Standard Contract Terms and Conditions

Exhibit A

STANDARD CONTRACT TERMS AND CONDITIONS

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I. WATER SUPPLY

A. PERMIT(S) MAY BE REQUIRED.

PURCHASER may not impound, divert, or use water under this Contract unless PURCHASER, in accordance with the substantive rules of the Texas Commission on Environmental Quality (TCEQ), Army Corps of Engineers (USACE), or any other local, state, or federal regulatory authority, obtains and maintains any water rights permit, wastewater discharge permit, dredge and fill permits, or any other similar permit, that is necessary to authorize PURCHASER’S impoundment, diversion and/or consumptive use, and subsequent discharge, of water consistent with this Contract.

B. MAXIMUM ANNUAL QUANTITY.

From and after the Effective Date hereof, PURCHASER shall have the right to a Maximum Annual Quantity (MAQ) of raw or untreated water per annum made available by LCRA as set forth in the terms of the Contract. For purposes of this Contract, the term “made available” refers to the greatest of: (i) the amount of water released or supplied from LCRA firm supplies to allow for diversions by PURCHASER; or (ii) the amount of water diverted by or for PURCHASER at the Point(s) of Availability plus the Loss Factor (defined below) times such amount. PURCHASER shall designate a point or points of availability for such water as described and depicted in Exhibit “B” attached hereto (the “Point(s) of Availability”), said Exhibit depicting the location by reference to a corner of an original land survey and/or other survey point, giving course and distance and providing the latitude and longitude. In the event that the Point(s) of Availability are located on a LCRA operated-canal, PURCHASER shall also identify a point or points of diversion for such water on the Colorado River (“Point(s) of Diversion”). Such Point(s) of Diversion, if any, shall be described and depicted in Exhibit “B” in the same manner described for Point(s) of Availability.

In the event that PURCHASER’S Point(s) of Availability are located downstream of Lake Travis, the Contract will specify a Loss Factor. The Loss Factor represents LCRA’s best available estimate of the conveyance, delivery, or system loss incurred to provide water under this Contract. LCRA hereby reserves the right to modify the Loss Factor and make any associated changes to the MAQ, at any time, based on

any revised estimates of conveyance, delivery, or system loss associated with the delivery of water to PURCHASER, including but not limited to changes in the source of supply LCRA uses to make water available to PURCHASER or updated and substantiated information related to river or canal losses.

PURCHASER may, at its option, conduct its own investigation of conveyance, delivery, or system losses, associated with the delivery of water by LCRA under this Contract. If PURCHASER conducts such study in accordance with LCRA's then-current Water Contract Rules, it shall provide to LCRA in a written report the results of any such investigation within sixty (60) calendar days of completion and LCRA agrees to consider whether any adjustment to the Loss Factor is appropriate under this Contract. If LCRA determines that an adjustment to the Loss Factor is appropriate, it shall provide PURCHASER written notice, by certified mail, of any change to the Loss Factor and resulting change to the Contract MAQ, within fifteen (15) business days of adopting such change. A change to the Loss Factor that results in an increase in the MAQ of 500 acre-feet per year or more shall not take effect until approved by the LCRA Board as an amendment to this Contract. Notwithstanding the foregoing or any provision in LCRA's raw water contract rules, LCRA will not require PURCHASER to obtain a new contract on the most current standard form water contract where the change to the MAQ is based solely on a change to the Loss Factor.

C. EXCEEDANCE OF MAXIMUM ANNUAL QUANTITY.

If the amount of water made available to PURCHASER for any reason exceeds the Maximum Annual Quantity stated in PURCHASER's Contract during two (2) consecutive years, or two (2) out of any four (4) consecutive years, PURCHASER shall submit an application (including the application fee) for a new standard form water contract for an adjusted MAQ, the reasonableness of which shall be determined consistent with LCRA's then effective Water Contract Rules, to the extent LCRA has water supplies available. If PURCHASER has not obtained a contract for an increased MAQ and has a subsequent exceedance within the immediately following five (5) years PURCHASER shall pay to LCRA the Recurrent Excess Use Charge described in Section II.B.5. To the extent provided by the LCRA Water Contract Rules, LCRA may allow PURCHASER to take alternate actions in lieu of submitting an application for a new standard form contract. In such event, PURCHASER shall not be subject to the Recurrent Excess Use Charge in the immediately following year, and will only be subject to such fee in the event of subsequent exceedances in two (2) out of any four (4) consecutive years.

D. MAXIMUM DIVERSION RATE.

PURCHASER may not divert water made available by LCRA under this Contract at a rate greater than as set forth in this Contract ("Maximum Diversion Rate").

E. SOURCE OF WATER SUPPLY.

1. The water made available for impoundment, diversion and/or use under this Contract will be water provided from any source available to LCRA at the time PURCHASER uses water under this Contract.
2. LCRA may make water available under this Contract in accordance with LCRA's Water Management Plan, as may be amended in accordance with state law from time to time, from storage in lakes Buchanan and/or Travis in accordance with water rights held by LCRA as set forth in Certificates of Adjudication No. 14-5478, as amended, and 14-5482, as amended.
3. LCRA may make water available under this Contract from water rights owned by LCRA based on that certain water right previously owned by the Garwood Irrigation Company and identified as Certificate of Adjudication No. 14-5434 issued by the Texas Water Commission on June 28, 1989, as amended (herein, "Garwood's Right"). That portion of Garwood's Right that is owned by LCRA (and for which reference is made to Certificate of Adjudication No. 14-5434C issued by the Texas Natural Resource Conservation

Commission) is referred to herein as “Garwood’s Remaining Right.”

- a) PURCHASER acknowledges and agrees that LCRA may make water available for impoundment, diversion and/or use under this Contract from Garwood’s Remaining Right only following approval by TCEQ, of amendments to allow use of Garwood’s Remaining Right for the type of use authorized by this Contract at the Point of Diversion and/or Point of Availability.
- b) In this event, this Contract is subject to the commitments and conditions set forth in Section 7.08 of that certain Purchase Agreement, dated July 20, 1998, between Garwood Irrigation Company, as seller, and LCRA, as buyer (the “LCRA-Garwood Purchase Agreement”), and is further subject to all terms, provisions and special conditions contained within Garwood’s Remaining Right, as amended. Copies of the LCRA-Garwood Purchase Agreement and Garwood’s Remaining Right, as amended, are available from LCRA’s website, and as of the date of execution of the contract, were specifically available at the following internet web-site address:

<https://www.lcra.org/water/permits-contracts/water-supply-contracts/agricultural-irrigation-use/>

PURCHASER also may obtain copies of the LCRA Purchase Agreement and Garwood’s Remaining Right, as amended, by request to LCRA’s address for notices herein. By executing this Contract, PURCHASER hereby acknowledges receipt of copies of the LCRA Purchase Agreement and Garwood’s Remaining Right, as amended.

F. TYPE OF USE.

PURCHASER represents to LCRA and LCRA relies on such representation that all water made available under this Contract will be impounded, diverted, and/or used by PURCHASER for the type of use as described in this Contract, as such use is defined in the LCRA Water Contract Rules or by the substantive rules for water rights of TCEQ. In accordance with state law, any part of the water that PURCHASER impounds or diverts but does not use or consume for such use in accordance with this Contract shall be returned to the Colorado River or a tributary of the Colorado River.

G. SERVICE AREA.

Water made available under this Contract shall only be used within that certain area, as described in Exhibit C attached hereto and depicted in Exhibit D, attached hereto, together hereinafter called the “Service Area.” In no event shall water supplied under this Contract be available to any area outside of LCRA’s statutory water service area. Further, water supplied under this Contract shall not be available to any area outside the Colorado River basin unless such interbasin transfer is authorized by one or more water rights.

H. WATER CONSERVATION AND DROUGHT CONTINGENCY MEASURES.

- 1. PURCHASER agrees to implement the water conservation program contained in the water conservation plan (the “Water Conservation Plan” or “WCP”) described in Exhibit E attached hereto. PURCHASER further agrees that the water impounded and/or diverted by PURCHASER pursuant to this Contract will be used in accordance with such WCP.
- 2. PURCHASER agrees to implement the drought contingency program contained in the drought contingency plan (the “Drought Contingency Plan” or “DCP”) described in Exhibit F attached hereto. PURCHASER further agrees that the water impounded and/or diverted by PURCHASER pursuant to this Contract will be used in accordance with such DCP.
- 3. PURCHASER shall review and update its WCP and DCP as provided in the Water Contract

Rules, with such updates to be required among other things, on a periodic basis and in response to changes in the rules of LCRA or state laws or regulations.

4. If PURCHASER fails to submit an updated WCP or DCP, or fails to implement its WCP or DCP, after thirty (30) days following notice by LCRA of an ongoing failure to comply with the requirements, PURCHASER shall pay LCRA a one-hundred dollar (\$100) administrative fee each month until an updated WCP and/or DCP is submitted or the WCP and/or DCP is implemented. The Contract is further subject to termination for failure of PURCHASER to update its WCP and/or DCP as specified in Section II.D.4.

I. AVAILABILITY OF WATER.

LCRA is committing to make available to PURCHASER under this Contract a portion of LCRA's firm water supply, as defined in LCRA's Water Contract Rules; provided, however, LCRA may interrupt or curtail the water supplied under this Contract as required by state law or in accordance with LCRA's Water Management Plan or applicable Drought Contingency Plan(s), as such Plans and any amendments thereto have been approved and may be approved in the future by TCEQ.

In the event the Point(s) of Availability are upstream of Lake Buchanan and/or on a tributary to the Colorado River, water supplied under this Contract is water that otherwise would have flowed into the Colorado River and/or lakes Buchanan and Travis and is a commitment against LCRA's firm water supply, as defined in LCRA's Water Contract Rules, subject to diversion and use rights of all senior right holders upstream and downstream of the Point(s) of Availability. Diversions and/or impoundment at such upstream Point(s) of Availability require a water right permit issued by TCEQ. In addition to the interruptions or curtailments mentioned above, availability of water is further subject to factors associated with the Point(s) of Availability, including but not limited to the flow of the river or tributary, diversions of water by senior and superior water rights, and conditions in the upstream water right permit.

J. DELIVERY OF WATER.

LCRA is responsible for making water available under this Contract only up to the MAQ. LCRA makes no guarantee that the water made available under this Contract will be available at any particular time or place or that any LCRA owned/operated reservoir or the Colorado River will be maintained at any specific elevation or flow at any particular time. Furthermore, PURCHASER acknowledges and agrees that LCRA's obligations under this Contract shall not require LCRA to make additional releases of water from LCRA firm water supplies beyond the MAQ or to make releases to raise the water elevations or flows at the Point(s) of Availability at a particular time sufficient for PURCHASER's intake and/or diversion facilities to operate.

K. DEMAND SCHEDULE.

PURCHASER has provided a Demand Schedule (Exhibit G) that reflects PURCHASER's best estimate of the scheduled initiation of diversions, initial usage, annual projected water usage, and any increases of usage over time (at intervals no greater than every five (5) years and more frequent as requested by LCRA staff), of the water to be made available by LCRA under this Contract, consistent with LCRA's Water Contract Rules. The Demand Schedule shall include any plans for direct reuse of water made available under this Contract. PURCHASER shall review, update if needed, and provide to LCRA an updated Demand Schedule not less than once every five (5) years coincident with any updated Water Conservation Plans required by this Contract or LCRA's Water Contract Rules, or following written request by LCRA consistent with any other schedule that may be required by LCRA's Water Contract Rules.

L. STATE REGULATION OF LCRA WATER SUPPLIES.

PURCHASER acknowledges and agrees that the water LCRA makes available under this Contract may be regulated in whole or in part by the State of Texas or local regulatory authorities. PURCHASER further acknowledges and agrees that LCRA's water rights are subject to regulation by the State of Texas, including

but not limited to periodic review and amendment of LCRA's Water Management Plan by TCEQ. LCRA and PURCHASER acknowledge and agree that LCRA shall be obligated to exercise due diligence to manage its water supplies within such regulatory regimes to make water available to PURCHASER in accordance with the terms of this Contract. PURCHASER acknowledges and agrees, however, that LCRA's obligations under this Contract may be affected by orders of the State of Texas, its agencies or local regulatory authorities. Orders of the State of Texas, its agencies or local regulatory authorities may constitute a "force majeure" event in accordance with this Contract.

M. OPERATIONS OF DAMS AND RESERVOIRS.

The right of LCRA to maintain and operate its several dams and their appurtenances on the Colorado River and its associated tributaries and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent LCRA may see fit is recognized by PURCHASER; and, except as otherwise provided herein, there shall be no obligation upon LCRA to release or not to release any impounded waters at any time or to maintain any waters at any specified elevation or flow. PURCHASER acknowledges that the elevations of said reservoirs and the Colorado River will vary as a result of hydrologic events, or lack thereof, (e.g. floods or droughts) in the watershed and LCRA's operations of its dams on the Colorado River.

N. QUALITY OF WATER.

LCRA makes no representation as to the quality of the water made available under this Contract, and PURCHASER hereby releases LCRA and agrees to hold it harmless from any and all claims that PURCHASER or PURCHASER's customers or users have or may have against LCRA for any diminution in or impairment of the quality of water made available under this Contract.

O. INTERBASIN TRANSFER.

Any surface water made available under this Contract may not be transferred or used outside of the Colorado River basin unless such transfer or use is within LCRA's water service area and authorized by a water right issued by TCEQ. In the event that PURCHASER has indicated its intent to transfer or use surface water made available under this Contract outside of the Colorado River basin in accordance with this section, PURCHASER, by executing this Contract, authorizes LCRA to apply to the TCEQ for the necessary authorization pursuant to Texas Water Code § 11.085 and 11.122 within ninety (90) days of the Effective Date of this Contract. LCRA shall diligently pursue such authorization after it is filed. PURCHASER shall pay for any costs and fees related to such application, including, but not limited to filing and notice fees, legal fees and expert fees, after LCRA bills PURCHASER for such costs and fees in accordance with this Contract.

P. REQUIRED NOTICES.

PURCHASER shall provide notice to LCRA of certain activities specified in the Water Contract Rules throughout the term of this Contract. Such notice requirements may apply to, among other things, intent to divert, plans for and implementation of reuse, activities related to a water right permit, agreement to supply a Secondary Purchaser, and change of ownership.

II. CONTRACT ADMINISTRATION

A. TERM OF CONTRACT.

This Contract shall be for the term of years as set forth in this Contract, which shall commence on the Effective Date and end on the anniversary of the Effective Date in the last year of the contract term as set forth in this Contract, unless terminated earlier by either party as provided below.

B. PAYMENT.

1. The "Water Rate" is the rate determined by the LCRA Board of Directors to then be in effect for all sales of firm water for the same use as provided in this Contract. The "Reservation Rate" is the rate determined by the LCRA Board to then be in effect for the reservation of firm water for the same use as provided in this Contract. The "Inverted Block Rate" is the rate determined by the Board to then be in effect for diversion or use of water in amounts in excess of the MAQ.
2. The Water Rate presently in effect is \$155 per acre-foot (\$0.48 per 1,000 gallons) of water. The Reservation Rate presently in effect is \$77.50 per acre-foot. The Inverted Block Rate presently in effect is \$310 per acre-foot of water. LCRA reserves all rights that it may have under law to modify the Water Rate, the Reservation Rate, or the Inverted Block Rate. PURCHASER understands and acknowledges that the Water Rate, Reservation Rate, and the Inverted Block Rate set forth in this Contract have been approved by the LCRA Board, and that the Board may change all rates, fees and charges under the Contract from time to time.
3. Reservation Charge.
 - a) PURCHASER agrees and covenants to pay – on a monthly basis – an amount of money equal to the Reservation Rate multiplied by one-twelfth (1/12) of the MAQ (the "Monthly Reservation Charge") which shall be for the preceding billing period. However, in the event the MAQ is 250 acre-feet per year or more and PURCHASER is not an existing customer in good standing nor a governmental entity exercising taxing authority, for the period until the later of the fifth full calendar year since the Effective Date or the year in which PURCHASER's water use equals at least twenty percent (20%) of the MAQ, PURCHASER shall pre-pay on a non-refundable basis for the reservation of water as follows: PURCHASER agrees to and covenants to pay LCRA – on the first billing period after the Effective Date of this Agreement – an amount equal to the Reservation Rate multiplied by the MAQ ("Prepaid Annual Reservation Charge"), which amount shall be prorated to the end of the calendar year in which this Contract becomes effective; and thereafter, PURCHASER agrees and covenants to pay LCRA the Prepaid Reservation Charge on the first billing period of each calendar year. Following the later of the fifth full calendar year since the Effective Date or the year in which PURCHASER's water use equals at least twenty percent (20%) of the MAQ, PURCHASER shall pay the Monthly Reservation Charge described above.
 - b) In the event this Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, in lieu of subparagraph a, above, PURCHASER agrees and covenants to pay – on a semi-annual basis – an amount of money equal to the Reservation Rate multiplied by one-half of the MAQ (the "Prepaid Semi-annual Reservation Charge") which shall be for the upcoming semi-annual billing period.
4. Use Charge.
 - a) PURCHASER agrees and covenants to pay LCRA – on a monthly basis – an amount of money (the "Use Charge") equal to the Water Rate less the Reservation Rate multiplied by the amount of water made available to the PURCHASER during the previous monthly billing period ("Monthly Use").
 - b) In the event this Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, in lieu of subparagraph a, above, PURCHASER agrees and covenants to pay LCRA – on a

semi-annual basis – an amount of money (the “Semi-annual Use Charge”) equal to the Water Rate less the Reservation Rate multiplied by the amount of water made available to the PURCHASER during the previous semi-annual billing period.

- c) For purposes of this section, the term “made available” refers to the greatest of: (i) the amount of water released or supplied from LCRA firm water supplies to allow for diversions by PURCHASER; or (ii) the amount of water diverted by or for PURCHASER at the Point(s) of Availability plus the Loss Factor, if any, multiplied times such amount.
5. PURCHASER further agrees and covenants to pay LCRA – on a calendar year basis – an amount of money (the “Excess Use Charge”) equal to the Inverted Block Rate multiplied by any amount of water made available to PURCHASER in excess of the MAQ during the previous calendar year, less any amount PURCHASER has previously paid for the same water through use and/or reservation charges. In the event the amount of water made available to PURCHASER exceeds the MAQ on a recurrent basis as described in Section I.C., PURCHASER further agrees and covenants to pay LCRA – on a calendar year basis – an amount of money (the “Recurrent Excess Use Charge”) equal to the Inverted Block Rate multiplied by any amount of water made available to PURCHASER in excess of the MAQ during the previous calendar year. Such Recurrent Excess Use Charge shall be in addition to the Excess Use Charge. In the event the amount of water made available to PURCHASER is limited because of a curtailment imposed by LCRA or state law in accordance with this Contract to an amount less than the MAQ, then PURCHASER shall pay a surcharge, in excess of any Use or Reservation Charges, to be set by the LCRA Board, multiplied by any amount of water made available to PURCHASER in excess of the amount PURCHASER is authorized to have available during the curtailment (the “Curtailment Surcharge”).
6. The term “billing period,” as used for purposes of metering and billing in this Contract, shall refer to each period between readings of the meter(s), which readings typically are performed on a monthly basis or semi-annual basis, and may be taken around the middle, rather than then end, of each month. All charges under this Contract shall be pro-rated as necessary to reflect the Effective Date or date of termination of this Contract. For purposes of metering and billing, the “calendar year” may be based upon the 12-month period from the December meter reading date to the next December reading date. If this Contract specifies semi-annual billing, the initial billing period will be pro-rated to end in either mid-June or mid-December.
7. Each month, LCRA will mail an invoice to PURCHASER showing the Monthly Use. Such invoice shall also show the amount of money owed by PURCHASER to LCRA in accordance with the Pre-paid Reservation Charge, Monthly Reservation Charge and/or Use Charge and any late payment charges, as specified herein. In the event this Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, in lieu of monthly invoices, invoices will occur on a semi-annual basis and shall show the Semi-annual Use, the Prepaid Semi-annual Reservation Charge, the Semi-annual Use Charge, and any late payment charges.
8. The invoice mailed by LCRA to PURCHASER in the month of January each year, in addition to showing the amount of money owed by PURCHASER to LCRA in accordance with paragraph 7, shall also show any amount of water that PURCHASER had made available to it in excess of the MAQ during the previous calendar year, as well as the corresponding Excess Use Charge and the Recurrent Excess Use Charge, if applicable.
9. PURCHASER shall pay LCRA for water provided under this Contract in the amount of each invoice submitted to PURCHASER by LCRA on or before thirty (30) days from the date of

the invoice. PURCHASER shall mail checks for payments to the address indicated on the invoice. PURCHASER may pay by hand-delivery of checks or cash to LCRA's headquarters in Austin, Travis County, Texas, or by bank-wire if PURCHASER obtains LCRA's approval and makes arrangements for doing so prior to the due date. Payment may also be made by other means that may be specified on the invoice. Payment must be received at the address provided on the invoice, or, if approved, at LCRA's headquarters or bank, not later than thirty (30) days from the invoice date in order not to be considered past due or late. In the event PURCHASER fails to make payment of that invoice within thirty (30) days of the invoice date, PURCHASER shall then pay a late payment charge of five percent (5%) of the unpaid amount of the invoice. For each calendar month or fraction thereof that the invoice remains unpaid, PURCHASER shall pay interest at the rate of one and one-half percent (1.5%) per month on the unpaid portion of the invoice. In the event PURCHASER attempts to pay LCRA by check, draft, credit card or any other similar instrument, and the instrument is returned or refused by the bank or other similar institution as insufficient or non-negotiable for any reason, PURCHASER shall be assessed and must pay to LCRA, per each returned instrument, the LCRA's current returned instrument fee. If the invoice has not been paid within thirty (30) days of the invoice date, PURCHASER further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed.

C. MEASURING WATER.

1. To measure the amount of water diverted by PURCHASER hereunder, PURCHASER agrees at PURCHASER's expense to install and provide access to such measuring and recording devices or methods as specified by the Rules. PURCHASER must repair, replace or make necessary improvements to a meter that is not in compliance with this Contract or LCRA's Rules promptly after PURCHASER becomes aware of the deficiency that causes the meter to not comply with this Contract or LCRA's Water Contract Rules.
2. Meter readings shall be taken on or about the 15th day of each month. If Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, readings shall be taken on or about June 15 and Dec. 15. PURCHASER agrees to read meter and submit meter reading to LCRA via electronic mail, online portal, or other format as specified by LCRA.
3. PURCHASER agrees that the Meter shall be tested for accuracy by qualified personnel as approved by LCRA and at the expense of PURCHASER once each calendar year at intervals of approximately twelve (12) months if the MAQ is greater than 30 acre-feet per year, and at intervals of approximately twenty-four (24) months if the MAQ does not exceed 30 acre-feet per year .
 - a) PURCHASER shall furnish to LCRA a report of such test results. Readings within five percent (5%) of accuracy shall be considered correct.
 - b) In the event PURCHASER fails to timely test the Meter and report the results to LCRA, the following shall take effect:
 - (1) Following a period of fifteen (15) months from the prior test, or a period of 27 months if the MAQ does not exceed 30 acre-feet per year, for each month that such failure to test and/or report results continues, PURCHASER shall pay a \$100 administrative fee.
 - (2) Following a period of eighteen (18) months from the prior test, or a period of thirty (30) months if the MAQ does not exceed 30 acre-feet per year, for each billing period that such failure to test and/or report continues, PURCHASER's Monthly Water Use for purposes of determining the Water

Charge will be deemed to be the greater of the metered value, one-twelfth of the MAQ, or the prior year's water use for the given month. If the Contract is for semi-annual billing, PURCHASER'S Semi-annual Water Use for purposes of determining the Semi-annual Water Charge will be deemed to be the greater of the metered value, one-half of the MAQ, or the prior year's Semi-annual Water Use for the given semi-annual period.

- (3) Following a period of twenty-one (21) months from the prior test, or a period of thirty-three (33) months if the MAQ does not exceed 30 acre-feet per year, for each billing period that such failure to test and/or report continues, PURCHASER shall be subject to a twenty five percent (25%) surcharge on all reservation charges and use charges.
- c) If, at any time, LCRA provides PURCHASER a written notice that questions the accuracy of the Meter, PURCHASER promptly shall test the Meter and, in this event, the expense of such test will be paid by LCRA if the Meter is found to be correct and by PURCHASER if it is found to be incorrect.
- d) Any party that tests the Meter shall provide written notice of the test to the other party at least five (5) business days in advance of the test and shall allow the other party to observe the test.
- e) PURCHASER shall be required to take necessary steps to correct any inaccuracy in the Meter discovered during any test. LCRA may install, at its expense, check meters in or to any of PURCHASER's Meters at any time and may leave such check meters installed for such periods as is reasonably necessary to determine the accuracy of PURCHASER's Meters.
- f) If, as a result of any test, the Meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of the Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon or, if no such period is known and agreed upon, the shorter of the following periods shall be used as the basis for correction:
 - (1) a period extended back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or
 - (2) a period extending back half of the time elapsed since the last previous test; and the records of reading shall be adjusted accordingly.
4. In the event PURCHASER is charged based on water released from LCRA firm water supplies under this Contract rather than the actual amount withdrawn from the reservoir or stream by PURCHASER, LCRA shall include the amount of such releases in the monthly invoice provided to PURCHASER. LCRA shall make available information regarding its calculation of the amount of water released attributable to PURCHASER's actual diversions under this Contract within a reasonable period following PURCHASER's written request.

D. TERMINATION OF CONTRACT OR REDUCTION IN MAXIMUM ANNUAL QUANTITY.

This Contract may be terminated or the MAQ may be reduced as follows:

1. PURCHASER shall provide one year's notice of its intent to terminate this Contract or reduce the MAQ, and must be current on all payments due at the time of such notice and

the time of such termination or reduction. If the MAQ is less than 500 acre-feet, PURCHASER may terminate this Contract or reduce the MAQ following the expiration of five (5) years from the Effective Date. If the MAQ is 500 acre-feet or more, beginning with the five-year anniversary of the Effective Date of the contract, Purchaser may reduce the MAQ by no more than the greater of 250 acre-feet or twenty-five percent (25%) of the original MAQ once every 12 months. PURCHASER may pre-pay outstanding reservation fees as determined by LCRA that would be due over the projected remaining duration of the contract and terminate this Contract in lieu of maintaining the Contract in effect for the period of notice and/or stepped reductions in MAQ. In the event the Rules provide alternative provisions for early termination or reduction in MAQ, PURCHASER also may terminate or reduce consistent with the Rules.

2. Upon sixty (60) days' written notice to PURCHASER, LCRA may consider reducing the MAQ under this Contract at any time after ten year(s) after the Effective Date of this Contract if PURCHASER's maximum annual use has not been at least ten percent of the MAQ on an annual basis within the first ten years. Within thirty (30) days of LCRA's written notice that it is considering reduction of the MAQ, PURCHASER shall provide LCRA with a written assurance and updated Demand Schedule that demonstrates PURCHASER's intent to increase its diversions under this Contract within the next two (2) years to an amount that will be at least ten percent (10%) of the original MAQ secured by this Contract. If PURCHASER fails to or is unable provide such written assurance, or if at least ten percent (10%) of the MAQ is not put to use on an annual basis within the two year period, LCRA may thereafter, at its sole option, terminate the contract or reduce the MAQ to any amount LCRA deems appropriate and reasonable under LCRA's raw water contract rules in effect at the time. An adjustment to the MAQ of this Contract under this section does not require PURCHASER to obtain a new contract on the most current standard form contract.
3. LCRA at its sole option, in accordance with the terms and conditions set forth in Section II.E, "Non-Payment," may terminate this Contract without recourse should PURCHASER fail to comply with the terms and conditions of this Contract for the payment of moneys owed to LCRA pursuant to Section II.B. "Payment."
4. LCRA at its sole option, may terminate this Contract if: (a) PURCHASER fails to comply with its Water Conservation Plan or its Drought Contingency Plan; or (b) PURCHASER fails to amend its Water Conservation Plan or its Drought Contingency Plan to reflect changes in LCRA's Water Conservation Plan Rules, LCRA's Drought Contingency Plan Rules, or state law or rules. LCRA shall provide notice of default prior to terminating under this section and PURCHASER shall have ninety (90) days to cure such default (or, if the nature of such default is not susceptible of being cured within such ninety (90) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default.
5. If PURCHASER fails to comply with the requirements of Sections III.A, "Nonpoint Source Pollution Abatement," III.B, "Sewage Regulations," or III.C, "Documentation of Compliance; Right of Entry," LCRA may, at its sole option, terminate this Contract without recourse unless such default is cured within thirty (30) days of the date LCRA provides written notice to PURCHASER (or if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default. For purposes of this section, LCRA shall not deem PURCHASER to be in default for so long as PURCHASER is in compliance with any remedial or enforcement agreement authorized by an agency of appropriate jurisdiction.
6. If PURCHASER fails to comply with other requirements of this Contract not specifically

stated above, LCRA may, at its sole option, terminate this Contract without recourse unless such default is cured within thirty (30) days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default.

7. Subject to the requirements of applicable bankruptcy laws, including the rights of a trustee to assume contracts under applicable bankruptcy laws, this Contract may be terminated immediately by LCRA upon the declaration of bankruptcy by PURCHASER.
8. In the event TCEQ or any other local, state, or federal regulatory agency denies to PURCHASER, or terminates for any reason, a permit required by this Contract, PURCHASER shall notify LCRA within three (3) business days and immediately cease diversions under this Contract. LCRA, at its sole option, may terminate this Contract on or after the denial or termination of any permit required by this Contract is final and non-appealable.

PURCHASER shall remain liable for all fees and charges accruing under the Contract through the date the Contract is terminated, including but not limited to a pro-rated Reservation Charge through the date of termination. In the event LCRA terminates this Contract as provided herein, PURCHASER shall suspend immediately upon such termination all withdrawal of water from the Colorado River, or any tributaries thereof, under this Contract. LCRA may exercise any rights that it may have at law or in equity to prevent unauthorized withdrawals by PURCHASER or enforce the requirements of PURCHASER's Water Permit, if any. In the event that the contract is terminated based upon the denial or termination of a permit required by this Contract, PURCHASER shall be required to pay an early termination fee equal to the Reservation Rate times the MAQ.

LCRA shall have no obligation to continue to make water available after the expiration of the Contract term, or the early termination of the Contract.

E. NON-PAYMENT.

1. If LCRA determines that PURCHASER has not paid the full amount owed for any payment due under Section II.B, "Payment", hereof within the time provided therefore, LCRA shall give written notice to PURCHASER stating the amount LCRA has determined is due and unpaid. If LCRA gives notice as provided herein and PURCHASER fails to pay within thirty (30) days the amounts claimed in such notice to be due and unpaid, LCRA may, at its sole option: (1) upon giving ten (10) days written notice to PURCHASER terminate this Contract without recourse; and/or, (2) request injunctive relief from a court of competent jurisdiction to prevent PURCHASER from impounding and/or diverting additional water pursuant to this Contract.
2. If PURCHASER should dispute PURCHASER's obligation to pay all or any part of the amount stated in any invoice or notice, PURCHASER may, in addition to all other rights that PURCHASER may have under law, pay such amount under protest in which case such amount shall be deposited by LCRA in an interest bearing account mutually acceptable to both LCRA and PURCHASER pending final resolution of such dispute in accordance with Section IV.H, "Dispute Resolution." LCRA may not terminate this Contract, or request injunctive relief to prevent additional impoundments and/or diversions for failure to pay the amount stated in any invoice or notice if PURCHASER pays such amount under protest and until there is a final resolution of such dispute in accordance with Section IV.H, "Dispute Resolution," favorable to LCRA.

F. EQUITABLE REMEDIES.

PURCHASER agrees that diversions or impoundments of water by PURCHASER without the authorization provided by this Contract will result in damages to LCRA that cannot be adequately compensated by money alone. As a result, PURCHASER agrees that LCRA shall have available to it equitable remedies, including injunctive relief against additional diversions or impoundments by PURCHASER unless PURCHASER demonstrates that it is otherwise authorized to divert or impound water. In addition, PURCHASER agrees that the provisions of Section IV.H, "Dispute Resolution," will not apply to any legal action brought by LCRA seeking equitable remedies under this Contract except as expressly provided by Section II.E.2 regarding "Non-payment."

G. NOTICE.

Any notice to LCRA shall be provided in the manner specified in the Rules and invoices to PURCHASER shall be addressed as set forth in the General Terms of this Contract.

All payments to LCRA shall be addressed as set forth in the General Terms of this Contract.

Either party may change its address by giving written notice of such change to the other party. PURCHASER is required to provide notice of change in address or contact person within ten (10) days of such change. PURCHASER shall maintain a physical address on file with LCRA.

H. ASSIGNMENT OF CONTRACT.

PURCHASER shall have the right to assign this Contract provided that: i) there is no change to the MAQ, source, type of use or Service Area provided in this Contract; ii) prior to such assignment, this Contract is amended to be consistent with all terms of LCRA's then-current standard form contract for purchase of firm water and LCRA's then-current Water Contract Rules as determined by LCRA; iii) the Water Conservation Plan and Drought Contingency Plan are updated as may be necessary in accordance with this Contract as determined by LCRA; iv) PURCHASER provides LCRA at least sixty (60) days prior written notice of such assignment; v) PURCHASER is not in default under this Contract at the time of such assignment; and vi) PURCHASER or assignee make payment of all amounts due that have, or will have, accrued through the date of assignment. In the event the Contract is not consistent with the then-current standard form contract, LCRA, at its sole option, may authorize an assignment with a requirement for a subsequent replacement contract following procedures in the Water Contract Rules.

I. COMPLIANCE WITH FILING REQUIREMENTS.

LCRA agrees to file a copy of this Contract with the TCEQ Executive Director, P.O. Box 13087, Capitol Station, Austin, Texas 78711, it being fully recognized by PURCHASER hereunder that the effectiveness of this Contract is dependent upon compliance with the substantive rules and procedural rules for water rights of TCEQ.

III. ENVIRONMENTAL, PERMITTING AND OTHER ISSUES RELATED TO WATER SUPPLY

A. NONPOINT SOURCE WATER POLLUTION ABATEMENT.

If PURCHASER will use water under this Contract to serve areas located within the jurisdictional area of LCRA Highland Lakes Watershed Ordinance, the Highland Lakes Dredge and Fill Ordinance, or any other LCRA water quality ordinance that has been adopted by the LCRA Board, PURCHASER agrees to comply with and shall comply with the provisions of that respective ordinance, which ordinance may require a permit and compliance with other applicable local, state, and federal rules and regulations pertaining to water quality protection. If PURCHASER will use water under this Contract to serve areas wholly outside the jurisdiction of an LCRA water quality ordinance, PURCHASER agrees to comply with and shall comply with any applicable local, state, and federal rules and regulations pertaining to water quality protection.

PURCHASER further agrees to distribute to its customers in its service area water quality protection educational materials that LCRA provides to PURCHASER.

B. SEWAGE REGULATIONS.

PURCHASER agrees to obtain, or cause to be obtained, all approvals required by all applicable local, state or federal agencies for any sanitary sewage system or systems that collect sewage derived from water diverted herein or any sanitary sewage system whose effluent is discharged within the boundaries of LCRA's statutory district. Failure of PURCHASER to meet any standards imposed by such agencies for sanitary sewage systems, including on-site systems, shall subject PURCHASER under this Contract to all remedies allowed by law including, without limitation, termination or suspension of this Contract by LCRA. PURCHASER further agrees that if a sewage treatment plant is located within the Service Area, LCRA shall have reasonable access to such plant for the purpose of taking samples of sewage effluent from such plant for testing by LCRA to determine whether PURCHASER is in compliance with regulatory standards imposed by such agencies.

C. DOCUMENTATION OF COMPLIANCE; RIGHT OF ENTRY.

1. In addition to notices required by Section I.P. of this Contract, PURCHASER shall provide LCRA copies of any approvals that PURCHASER has received from federal, state, or local agencies that relate to water reserved or purchased pursuant to PURCHASER's Contract or to facilities intended to impound, divert, transport, or use water provided under PURCHASER's Contract within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff.
2. PURCHASER agrees that LCRA employees and agents shall be entitled to enter any property where facilities impound or deliver water to the Service Area of PURCHASER at any reasonable time following a reasonable attempt at prior notification for the purpose of inspecting and investigating conditions relating to the quality of water; the compliance by PURCHASER with any rule, regulation, permit or other order of the state, its agencies, local regulatory authorities or LCRA; compliance by PURCHASER with the requirements of this Contract; or, inspection of any of PURCHASER's facilities related to the use, diversion or impoundment of water under this Contract. LCRA employees or agents acting under this Contract who enter PURCHASER's property shall observe rules and regulations concerning safety, internal security, and fire protection, and shall notify any occupant or management of their presence and shall exhibit proper credentials.

D. ANNUAL REPORTS OF DUE DILIGENCE; AS-BUILT PLANS.

1. PURCHASER shall report to LCRA, on a yearly basis, progress made toward obtaining any and all necessary authorizations (e.g. TCEQ permits, USACE permits, etc.) as well as progress towards commencing and completing construction of facilities which will be used to divert, impound, and/or convey water under PURCHASER's Contract.
2. PURCHASER shall provide to LCRA, upon request, "as-built" drawings and plans (including GPS coordinates of any intakes or impoundments) for facilities which will be used to divert, impound, and/or convey water under PURCHASER's Contract within thirty (30) days of completion of construction.

IV. GENERAL PROVISIONS

A. EFFECTIVE DATE.

"Effective Date" means the last date of execution of this Contract by the Parties; provided all of the Parties must execute this Contract for it to be effective.

B. PREVIOUS CONTRACT.

In the event of a previous contract between the Parties related to the Service Area of this Contract prior to the Effective Date, this Contract replaces such prior contract unless specified otherwise hereunder.

C. INDEMNIFICATION.

PURCHASER will indemnify and hold LCRA harmless from any and all claims and demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from any and all actions and activities (or failure to act) of PURCHASER under this Contract except to the extent caused by LCRA's gross negligence or willful misconduct. PURCHASER's pumping and related facilities shall be installed, operated and maintained by PURCHASER at PURCHASER's sole risk. Nothing in this Contract shall be construed as authorizing PURCHASER, or recognizing that PURCHASER has any right, to install any equipment or improvements on property owned by LCRA or third parties.

LCRA will hold PURCHASER harmless from any and all claims or demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from or in any way connected with any and all actions and activities (or failure to act) of LCRA under this Contract that are not resulting from or in any way connected with any and all actions and activities (or failure to act) of PURCHASER under this Contract.

D. FORCE MAJEURE.

The term "Force Majeure" as used herein, shall mean those situations or conditions that are beyond the control of LCRA or PURCHASER and that, after the exercise of due diligence to remedy such situation or condition, render LCRA or PURCHASER unable, wholly or in part, to carry out the covenants contained herein. Such force majeure includes, but is not limited to acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of the government or agencies of the United States or of the State of Texas, excluding LCRA, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or dams, partial or entire failure of water supply insofar as each of the foregoing are beyond the reasonable control of the party in question. LCRA shall not be held liable or responsible for any damage that may be caused by its inability, after the exercise of due diligence, to make the supply of water available to PURCHASER due to any force majeure. LCRA shall use reasonable and timely diligence to repair or recondition LCRA's machinery, canals, or dams in the event such machinery, canals or dams are damaged or made unserviceable from any force majeure.

E. NO THIRD-PARTY BENEFICIARY.

The Parties hereto are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

F. NO RIGHTS OR TITLE ACQUIRED.

PURCHASER agrees and acknowledges that it acquires by this Contract no rights or title to the water that is the subject of this Contract other than those rights explicitly set forth herein.

G. REPRESENTATIONS AND WARRANTIES.

Each of LCRA and PURCHASER represents and warrants to the other that this Contract has been duly executed by an authorized officer and constitutes a valid and binding Contract, enforceable against it in accordance with its terms (except as such enforceability may be limited by bankruptcy laws or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles).

H. DISPUTE RESOLUTION.

1. Settlement by Mutual Agreement or Mediation.

In the event any dispute, controversy or claim between or among the Parties arises under this Contract or is connected with or related in any way to this Contract or any right, duty or obligation arising hereunder or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation, or enforcement of this Contract, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this subsection 1. In the event a Dispute or Controversy arises, any party shall have the right to notify the other party to such Dispute or Controversy that it has elected to implement the procedures set forth in this subsection 1. Within thirty (30) days after delivery of any such notice by one party to the other regarding a Dispute or Controversy, the designated representatives of the Parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the Parties' designated representatives for such purpose or should no such meeting take place within such thirty (30) day period, then any party may by notice to the other party, as the case may be, refer the Dispute or Controversy to senior management of the Parties for resolution. Within thirty (30) days after delivery of any such notice by one party to the other referring such Dispute or Controversy to senior management of the Parties for resolution, representatives of senior management of each of the Parties shall meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should mutual resolution and settlement not be obtained at the meeting of representatives of senior management of each of the Parties for such purposes or should no such meeting take place within such thirty (30) day period (unless extended by mutual agreement), then any party may by notice to the other party, as the case may be, submit the Dispute or Controversy to non-binding mediation. The Parties shall make a good-faith effort to agree on the appointment of a mediator. If the Parties cannot agree on a mediator within thirty (30) calendar days of delivery of written notice, the Parties shall promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of law relevant to the dispute and has no ongoing business relationship with either party.

2. Choice of Law, Venue, and Waiver of Jury Trial.

This contract shall be governed in all respects by the internal laws of the State of Texas, excluding its rules regarding conflicts of law, and the jurisdiction and venue for any proceeding arising out of or relating to this Contract shall be solely in Travis County, Texas. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

3. Emergency Relief.

Notwithstanding the Parties' agreement to arbitrate Dispute and Controversies, either party may seek injunctive relief or other form of emergency relief at any time from any state court of competent jurisdiction in Austin, Texas, the federal court for such district, or any state or federal regulatory agency of competent jurisdiction.

4. Survival.

The provisions of this Section IV.H shall survive expiration or earlier termination of this Contract.

I. ACTUAL DAMAGES.

NEITHER PARTY SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR DELAY-RELATED OR PERFORMANCE-RELATED DAMAGES INCLUDING, WITHOUT LIMITATION, LOST EARNINGS OR PROFITS. SUCH LIMITATION ON LIABILITY SHALL APPLY TO ANY CLAIM OR ACTION, WHETHER IT IS BASED IN WHOLE OR IN PART ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, STATUTE OR ANY OTHER THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION IV.I SHALL HAVE NO EFFECT ON THE PARTY'S OBLIGATIONS UNDER SECTION IV.C.

J. AMENDMENT.

This Contract may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

K. BINDING EFFECT.

The terms of this Contract shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns.

L. COMPLETE CONTRACT.

This Contract, together with all Exhibits attached hereto, constitutes the entire agreement of the Parties relating to the subject matter of this Contract and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, both oral or written.

Each party agrees that the other party (and its agents and representatives) has not made, and has not relied upon, any representation, warranty, covenant or agreement relating to the transactions contemplated hereunder other than those expressly set forth herein.

M. COUNTERPARTS.

This Contract may be executed by the Parties in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterpart.

N. FURTHER ASSURANCES.

Each party agrees to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this Contract.

O. GOVERNING LAW.

This Contract and the rights and duties of the Parties arising out of this Contract shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof.

P. HEADINGS; TABLE OF CONTENTS.

The headings of the Articles and Sections of this Contract and the Table of Contents are included for convenience only and shall not be deemed to constitute a part of this Contract.

Q. INCORPORATION OF WATER CONTRACT RULES.

PURCHASER acknowledges receipt of LCRA's Water Contract Rules ("Rules"), and further acknowledges that, unless expressly stated otherwise in this Contract, such Rules, as may be amended by the LCRA Board from time to time, are incorporated herein by reference in their entirety and made a part hereof for all purposes.

R. INTERPRETATION AND RELIANCE.

No presumption will apply in favor of any party in the interpretation of this Contract or in the resolution of any ambiguity of any provisions thereof.

S. RELATIONSHIP OF PARTIES.

This Contract and the transactions contemplated hereunder are based upon the active participation of all Parties.

Neither the execution nor delivery of this Contract, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Contract. Except as is expressly agreed to in writing in this Contract, no party (or any of its agents, officers or employees) shall be an agent or employee of the other party, nor shall a party (or any of its agents, officers or employees) have any power to assume or create any obligation on behalf of the other party. Nothing contained in this Contract shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement among LCRA on the one hand and the PURCHASER on the other hand, except for the contractual arrangements specifically set forth herein.

T. SEVERABILITY.

In the event that any provision of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Contract with the view to effecting, to the extent possible, the original purpose and intent of this Contract, and the validity and enforceability of the remaining provisions shall not be affected thereby.

U. NO ADDITIONAL WAIVER IMPLIED.

No waiver or waivers of any breach or default (or any breaches or defaults) of any term, covenant, condition or liability under this Contract, or of performance by the other party of any duty or obligation under this Contract, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

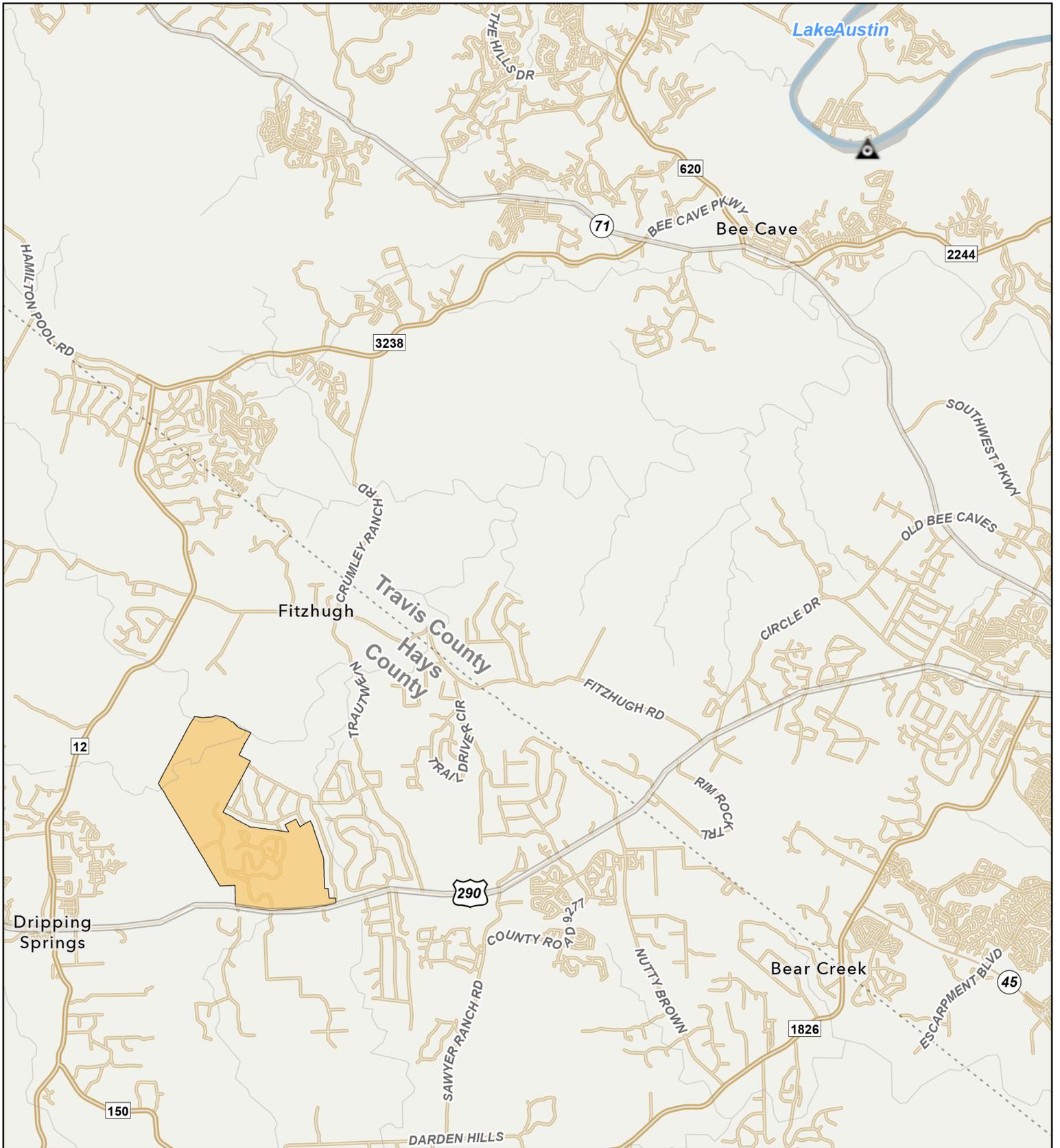
V. SHORT TERM SALES OF FIRM WATER TO THIRD PARTIES.

LCRA and PURCHASER agree that LCRA may market and re-sell any portion of PURCHASER's Reserved Water to third parties on a limited term basis for a management fee and under terms mutually acceptable to LCRA and PURCHASER and in accordance with LCRA Board Policies.

Exhibit B & D

Description of Point(s) of Availability

Depiction of Service Area



-  Diversion Point
-  City of Dripping Springs Headwaters MUD Service Area



**City of
Dripping Springs
Headwaters**

Firm Water Contract
Service Area

N


0 0.5 1
Miles



Exhibit C

Description of Service Area



Land Surveyors, Inc.

8333 Cross Park Drive

Austin, Texas 78754

Office: 512.374.9722

Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION

BEING 1503.57 ACRES OF LAND OUT OF THE FOLLOWING TWELVE SURVEYS: THE WILLIAM WALKER SURVEY NO. 130, ABSTRACT NO. 475, THE HERMAN BENSON SURVEY NO. 137, ABSTRACT NO. 40, THE F.A. JOLLY SURVEY NO. 473, ABSTRACT NO. 555, THE J.W. POWELL SURVEY, ABSTRACT NO. 560, THE JOHN PITTS SURVEY NO. 47, ABSTRACT NO. 768, THE LEVI LEWIS SURVEY NO. 154, ABSTRACT NO. 639, THE J.E. GILBERT SURVEY NO. 1717, ABSTRACT NO. 811, THE W.R. WOOD SURVEY, ABSTRACT NO. 567, THE EDWARD BROWN SURVEY NO. 136, ABSTRACT NO. 44, THE HEINRICH BRASHE SURVEY, ABSTRACT NO. 58, THE MARCUS RAPER SURVEY NO. 60, ABSTRACT NO. 383, AND THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, ALL IN HAYS COUNTY, TEXAS, AND BEING COMPRISED OF THE FOLLOWING FOUR TRACTS: TRACT NO. 1 BEING ALL OF THE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD, BY INSTRUMENT OF RECORD IN DOCUMENT NO. 04015659 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; TRACT NO. 2 BEING A 39.73 ACRE PORTION OF THE REMAINDER OF A 1539.45 ACRE TRACT OF LAND CONVEYED TO PAUL PRESSLER FAMILY GENERATION SKIPPING TRUST ET. AL, BY DEED OF RECORD IN VOLUME 1911, PAGE 481 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; TRACT NO. 3 BEING A 127.09 ACRE PORTION OF THE REMAINDER OF A 1539.45 ACRE TRACT OF LAND CONVEYED TO PAUL PRESSLER FAMILY GENERATION SKIPPING TRUST ET. AL, BY DEED OF RECORD IN VOLUME 1911, PAGE 481 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND TRACT NO: 4 BEING ALL OF A 9.57 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD, BY INSTRUMENT OF RECORD IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Type I concrete monument found in the south line of a 135.92 acre tract of land conveyed to John G. Bordie & Camilla B. Bordie by deed of record in Volume 1293, Page 842 of the Deed Records of Hays County, Texas and the north right-of-way line of U.S. Highway 290 West (160' R.O.W.), 89.56 feet left of and at right angles to Engineer's Centerline Station 624+83.60;

THENCE South 81°16'29" East (record - South 81°58'54" East), along the south line of said 135.92 acre tract and the north right-of-way line of said U.S. Highway 290 West, a distance of 299.87 feet (record - 299.67 feet) to a 1/2" iron rebar found for the southeast corner of the 135.92 acre tract, the southwest corner of said 39.73 acre portion of the remainder of a 1539.45 acre tract, and being in the north right-of-way line of U.S. Highway 290 West 90.41 feet left of and at right angles to Engineer's Centerline Station 627+83.27, and being the POINT OF BEGINNING;

THENCE North 01°19'41" West (record - North 00°50'17" West), along the easterly line of the 135.92 acre tract and the west line of the 39.73 acre portion of the remainder of a 1539.45 acre tract, a distance of 1300.53 feet to a fence post found for the northwest corner of the 39.73 acre portion of the remainder of a 1539.45 acre tract, same being an angle point in the easterly line of the 135.92 acre tract, and also being an angle point in the southerly line of said remainder of a 1364.31 acre tract;

THENCE South 88°35'02" West (record - South 89°03'21" West), along the easterly line of the 135.92 acre tract and the southerly line of the remainder of a 1364.31 acre tract, a distance of 951.86 feet (record - 952.49 feet) to a 60d nail found in a rock mound for the southwest corner of the remainder of a 1364.31 acre tract, and being an angle point in the easterly line of the 135.92 acre tract;

THENCE North 30°12'32" West (record - North 29°44'25" West), along the westerly line of the remainder of a 1364.31 acre tract, the easterly line of the 135.92 acre tract, and also along the easterly line of a 291 & 1/3 acre tract of land conveyed to Cynosure Corporation by deed of record in Volume 258, Page 123 of the Official Public Records of Hays County, Texas, a distance of 4495.32 feet (record - 4495.82 feet) to a 60d nail found in a fence post for an angle point in the westerly line of the remainder of a 1364.31 acre tract and the easterly line of said 291 & 1/3 acre tract;

THENCE along the westerly line of the remainder of a 1364.31 acre tract and the easterly line of the 291 & 1/3 acre tract the following two (2) courses:

1. North 86°00'31" East a distance of 4.60 feet (record - North 87°21'02" East a distance of 4.39 feet) to a 60d nail found in a rock mound;
2. North 30°08'17" West a distance of 2168.59 feet (record - North 29°39'40" West a distance of 2168.41 feet) to a 3/8" iron rebar found with plastic cap for the northeast corner of the 291 & 1/3 acre tract and the southeast corner of a 29.78 acre tract of land conveyed to John L. Hill, Jr. by instrument of record in Document No. 04017397 of the Official Public Records of Hays County, Texas;

THENCE North 30°03'28" West (record - North 29°36'26" West), along the westerly line of the remainder of a 1364.31 acre tract and the easterly line of said 29.78 acre tract, a distance of 930.84 feet (record - 931.41 feet) to a 5/8" iron rebar found in a rock mound for the northeast corner of the 29.78 acre tract, and being in the east line of a 1051.23 acre tract of land conveyed to Melinda Hill Perrin, et. al, by deed of record in Volume 1619, Page 471 of the Official Public Records of Hays County, Texas;

THENCE North 28°53'35" East (record - North 29°21'37" East), along the westerly line of the remainder of a 1364.31 acre tract and the east line of said 1051.23 acre tract, a distance of 4426.12 feet (record - 4426.39 feet) to a 1/2" iron rebar found for the northeast corner of the 1051.23 acre tract, the western terminus of a Boundary Line Agreement between E.E. Townes Trust No. 2 and Vincent Taylor, et. ux, of record in Volume 485, Page 183 of the Real Property Records of Hays County, Texas, and being an angle point in the southerly line of a 40.19 acre tract of land conveyed to Virginia Taylor Buckley by instrument of record in Document No. 9921334 of the Official Public Records of Hays County, Texas;

THENCE North 28°46'13" East (record - North 29°14'52" East), along the westerly line of the remainder of a 1364.31 acre tract, the southerly line of said 40.19 acre tract, and with the line of said

Boundary Line Agreement, a distance of 397.73 feet (record - 397.82 feet) to a 1/2" iron rebar found for the northwest corner of the remainder of a 1364.31 acre tract;

THENCE along the north line of the remainder of a 1364.31 acre tract, the southerly line of the 40.19 acre tract, and with the line of the Boundary Line Agreement the following two (2) courses:

1. South 78°48'02" East a distance of 520.05 feet (record - South 78°20'35" East a distance of 519.97 feet) to a 1/2" iron rebar found;
2. North 85°12'10" East a distance of 688.50 feet (record - North 85°40'23" East a distance of 688.69 feet) to a 1/2" iron rebar found for the southeast corner of the 40.19 acre tract and the southwest corner of a 26.09 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 5-A";

THENCE along the north line of the remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-A", and with the line of the Boundary Line Agreement the following eight (8) courses:

1. North 49°37'48" East a distance of 76.94 feet (record - North 50°04'03" East a distance of 76.94 feet) to a calculated point;
2. North 78°16'50" East a distance of 65.19 feet (record - North 78°43'49" East a distance of 65.26 feet) to a calculated point;
3. North 69°27'49" East a distance of 68.59 feet (record - North 69°57'08" East a distance of 68.57 feet) to a 5/8" iron rebar found;
4. South 69°09'54" East a distance of 107.08 feet (record - South 68°39'38" East a distance of 106.96 feet) to a 1/2" iron rebar found;
5. North 82°00'08" East a distance of 22.08 feet (record - North 82°30'24" East a distance of 22.08 feet) to a calculated point;
6. North 88°08'24" East a distance of 38.20 feet (record - North 89°21'51" East a distance of 37.80 feet) to a fence post found for corner;
7. South 84°59'10" East a distance of 41.12 feet (record - South 85°16'32" East a distance of 41.46 feet) to a calculated point;
8. South 77°07'43" East a distance of 186.40 feet (record - South 76°37'27" East a distance of 186.40 feet) to a calculated point;

THENCE South 71°53'47" East (record - South 71°26'15" East), along the north line of the remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-A", the south line of a 26.09 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 5-B"; and with the line of the Boundary Line Agreement, a distance of 247.82 feet (record - 248.11 feet) to a 13 inch Live Oak tree at a fence post for an angle point in the north line of the remainder of a 1364.31 acre tract and the south line of said 26.09 acre "Tract 5-B";

THENCE along the north line of the remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-B", and with the line of the Boundary Line Agreement the following six (6) courses:

1. South 64°20'24" East a distance of 73.25 feet (record - South 64°07'22" East a distance of 72.96 feet) to a fence post found for corner;
2. South 59°42'02" East a distance of 101.24 feet (record - South 59°14'45" East a distance of 102.03 feet) to a 13 inch Live Oak tree at a fence post;
3. South 54°29'00" East a distance of 156.96 feet (record - South 53°42'02" East a distance of 156.98 feet) to a fence post found for corner;
4. South 50°38'28" East a distance of 110.55 feet (record - South 50°25'14" East a distance of 110.56 feet) to a 23 inch Live Oak tree at a fence post;
5. South 77°38'44" East a distance of 134.79 feet (record - South 77°15'16" East a distance of 133.89 feet) to a fence post found for corner;
6. South 31°50'06" East a distance of 42.15 feet (record - South 32°00'36" East a distance of 41.96 feet) to a 1/2" iron rebar found for the southeast corner of the 26.09 acre "Tract 5-B" and the southwest corner of a 24.743 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 6-A";

THENCE along the north line of the remainder of a 1364.31 acre tract, the south line of said 24.743 acre "Tract 6-A", and with the line of the Boundary Line Agreement the following four (4) courses:

1. South 25°02'53" East a distance of 45.82 feet (record - South 23°52'10" East a distance of 46.47 feet) to a fence post found for corner;
2. South 44°37'25" East a distance of 275.09 feet (record - South 44°24'33" East a distance of 274.22 feet) to a 12 inch Live Oak tree at a fence post;
3. South 47°59'02" East a distance of 128.82 feet (record - South 47°10'37" East a distance of 129.23 feet) to a fence post found for corner;
4. South 63°18'11" East a distance of 142.27 feet (record - South 63°03'46" East a distance of 142.40 feet) to a fence post found for corner;

THENCE South 67°03'37" East (record - South 66°33'39" East), along the north line of the remainder of a 1364.31 acre tract, the south line of said 24.743 acre "Tract 6-A", the south line of a 24.743 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 6-B"; and with the line of the Boundary Line Agreement, a distance of 707.15 feet (record - 707.42 feet) to a 60d nail found in a fence post for the northeast corner of the remainder of a 1364.31 acre tract, the southeast corner of the 24.743 acre "Tract 6-B", and being in the west line of a 323.554 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1514, Page 326 of the Official Public Records of Hays County, Texas,

THENCE South 30°09'38" West (record - South 30°37'25" West), along the easterly line of the remainder of a 1364.31 acre tract, the west line of said 323.544 acre tract, and with the line of the Boundary Line Agreement, a distance of 446.82 feet (record - 446.87 feet) to a 1/2" iron rebar found with plastic cap for the eastern terminus of the Boundary Line Agreement;

THENCE along the easterly line of the remainder of a 1364.31 acre tract and the west and south lines of the 323.544 acre tract the following three (3) courses:

1. South 29°26'30" West a distance of 591.52 feet (record - South 29°55'29" West a distance of 591.71 feet) to a cotton spindle found;
2. South 28°06'02" West a distance of 572.17 feet (record - South 28°33'45" West a distance of 572.42 feet) to a 1/2" iron rebar set with plastic cap which reads 'BASELINE INC" for the southwest corner of the 323.544 acre tract;
3. South 60°56'19" East a distance of 789.52 feet (record - South 60°28'49" East a distance of 789.52 feet) to a 1/2" iron rebar found for the northwest corner of Lot 815, Sunset Canyon, Section V, a subdivision of record in Volume 3, Page 284 of the Plat Records of Hays County, Texas, and amended in Volume 4, Page 234 of the Plat Records of Hays County, Texas;

THENCE along the easterly line of the remainder of a 1364.31 acre tract and the westerly and southerly lines of said Sunset Canyon, Section V, the following twelve (12) courses:

1. South 28°31'46" West a distance of 3732.79 feet (record - South 28°59'44" West a distance of 3733.15 feet) to a 1/2" iron rebar found for the southwest corner of Lot 899, Sunset Canyon, Section V;
2. South 65°17'14" East a distance of 448.83 feet (record - South 64°49'56" East a distance of 448.87 feet) to a 1/2" iron rebar found in the south line of Lot 902, Sunset Canyon, Section V;
3. South 58°00'02" East a distance of 580.25 feet (record - South 57°31'21" East a distance of 580.25 feet) to a 1/2" iron rebar found in the south line of Lot 905, Sunset Canyon, Section V;
4. South 61°10'51" East a distance of 920.77 feet (record - South 60°43'12" East a distance of 920.97 feet) to a 1/2" iron rebar found for the southeast corner of Lot 911, Sunset Canyon, Section V and the southwest corner of Lot 912, Sunset Canyon, Section V;
5. South 81°49'46" East a distance of 2490.99 feet (record - South 81°21'53" East a distance of 2491.11 feet) to a 1/2" iron rebar found for the southeast corner of Lot 954, Sunset Canyon, Section V;
6. North 29°20'19" West a distance of 517.25 feet (record - North 28°52'08" West a distance of 517.26 feet) to a 1/2" iron rebar set with plastic cap which reads 'BASELINE INC" in the south line of Lot 958, Sunset Canyon, Section V;
7. North 62°45'27" East a distance of 798.36 feet (record - North 63°15'26" East a distance of 798.41 feet) to a 1/2" iron rebar found for the southeast corner of Lot 962, Sunset Canyon,

Section V, the southwest corner of Lot 964, Sunset Canyon, Section V, and the northwest corner of Lot 965, Sunset Canyon, Section V;

8. South $27^{\circ}13'11''$ East a distance of 562.29 feet (record - South $26^{\circ}44'32''$ East a distance of 561.86 feet) to a 1/2" iron rebar found for the southwest corner of Lot 967, Sunset Canyon, Section V;
9. North $59^{\circ}02'41''$ East a distance of 764.77 feet (record - North $59^{\circ}29'50''$ East a distance of 764.92 feet) to a 1/2" iron rebar set with plastic cap which reads 'BASELINE INC' for the southeast corner of Lot 988, Sunset Canyon, Section V, the southwest corner of Lot 1002, Sunset Canyon, Section V, and the northwest corner of Lot 1003, Sunset Canyon, Section V;
10. South $26^{\circ}51'03''$ East a distance of 263.76 feet (record - South $26^{\circ}23'27''$ East a distance of 264.07 feet) to a 1/2" iron rebar found in the west line of Lot 1004, Sunset Canyon, Section V;
11. South $17^{\circ}49'58''$ East a distance of 2302.22 feet (record - South $17^{\circ}21'54''$ East a distance of 2302.42 feet) to a 1/2" iron rebar found in the west line of Lot 1019, Sunset Canyon, Section V;
12. South $01^{\circ}27'25''$ East a distance of 1910.12 feet (record - South $00^{\circ}59'30''$ East a distance of 1910.33 feet) to a 1/2" iron rebar found for the southeast corner of the remainder of a 1364.31 acre tract, the southwest corner of Lot 1031, Sunset Canyon, Section V, and being in the north line of said 127.09 acre portion of the remainder of a 1539.45 acre tract,

THENCE North $88^{\circ}30'09''$ East (record - North $88^{\circ}57'47''$ East), along the south line of said Lot 1031, Sunset Canyon, Section V and the north line of the 127.09 acre portion of the remainder of a 1539.45 acre tract, a distance of 228.90 feet to a 1/2" iron rebar set with plastic cap which reads 'BASELINE INC' for the northeast corner of the 127.09 acre portion of the remainder of a 1539.45 acre tract and the northwest corner of a 5.851 acre tract of land conveyed to Rathgeber Investment Company, Ltd. by instrument of record in Document No. 05006301 of the Official Public Records of Hays County, Texas, from which a 1/2" iron rebar found for the northeast corner of said 5.851 acre tract and being in the west right-of-way of Canyonwood Drive (60' R.O.W.) bears North $88^{\circ}30'09''$ East a distance of 401.13 feet (record - North $88^{\circ}57'47''$ East a distance of 401.09 feet);

THENCE along the east line of the 127.09 acre portion of the remainder of a 1539.45 acre tract and the west and south lines of the 5.851 acre tract the following two (2) courses:

1. South $04^{\circ}34'59''$ East a distance of 643.69 feet (record - South $04^{\circ}06'50''$ East a distance of 643.76 feet) to a 1/2" iron rebar set with plastic cap which reads 'BASELINE INC' for the southwest corner of the 5.851 acre tract;
2. North $86^{\circ}29'38''$ East a distance of 400.08 feet (record - North $86^{\circ}57'46''$ East a distance of 400.08 feet) to a 1/2" iron rebar set with plastic cap which reads 'BASELINE INC' for the southeast corner of the 5.851 acre tract and being in the west right-of-way of said Canyonwood Drive;

THENCE South $04^{\circ}32'15''$ East (record - South $04^{\circ}04'06''$ East), along the east line of the 127.09 acre portion of the remainder of a 1539.45 acre tract and the west right-of-way of Canyonwood Drive, a distance of 295.53 feet to a 1/2" iron rebar found with plastic cap for the southeast corner of

the 127.09 acre portion of the remainder of a 1539.45 acre tract and being at the point of intersection of the west right-of-way line of Canyonwood Drive and the north right-of-way line of U.S. Highway 290 West 116.64 feet left of and at right angles to Engineer's Centerline P.I. Station 692+69.51;

THENCE along the south line of the 127.09 acre portion of the remainder of the 1539.45 acre tract and the north right-of-way line of U.S. Highway 290 West the following five (5) courses:

1. South 68°53'26" West a distance of 358.81 feet (record - South 69°21'22" West a distance of 358.83 feet) to a Type I concrete monument 79.60 feet left of and at right angles to Engineer's Centerline P.I. Station 689+11.49, from which a Type I concrete monument in the south right-of-way line of U.S. Highway 290 West 80.40 feet right of and at right angles to Engineer's Centerline P.I. Station 689+11.49 bears South 15°13'37" East a distance of 159.93 feet (record - South 15°06'15" East a distance of 160.00 feet);
2. South 81°36'12" West a distance of 995.99 feet (record - South 82°04'12" West a distance of 996.05 feet) to a Type I concrete monument 109.80 feet left of and at right angles to Engineer's Centerline P.I. Station 678+97.78,
3. South 78°38'36" West a distance of 229.30 feet (record - South 79°07'35" West a distance of 229.30 feet) to a Type I concrete monument 80.00 feet left of and at right angles to Engineer's Centerline P.I. Station 676+66.58, from which a Type I concrete monument in the south right-of-way line of U.S. Highway 290 West 80.00 feet right of and at right angles to Engineer's Centerline P.I. Station 676+66.58 bears South 02°50'56" East a distance of 159.89 feet (record - South 03°27'14" East a distance of 160.00 feet);
4. South 87°15'18" West a distance of 2023.51 feet (record - South 87°43'31" West a distance of 2023.60 feet) to a Type I concrete monument 80.00 feet left of and at right angles to Engineer's Centerline P.I. Station 656+42.85, from which a Type I concrete monument in the south right-of-way line of U.S. Highway 290 West 80.00 feet right of and at right angles to Engineer's Centerline P.I. Station 656+42.85 bears South 02°44'48" East a distance of 159.99 feet (record - South 02°52'23" East a distance of 160.00 feet);
5. South 87°52'51" West a distance of 152.83 feet (record - South 88°15'36" West a distance of 152.93 feet) to a Type I concrete monument 79.48 feet left of and at right angles to Engineer's Centerline P.I. Station 654+87.79,

THENCE North 85°37'26" West (record - North 85°09'24" West), along the south line of the 127.09 acre portion of the remainder of a 1539.45 acre tract, the south line of said 9.57 acre tract, the south line of the 39.73 acre portion of the 1539.45 acre tract, and the north right-of-way line of U.S. Highway 290 West a distance of 974.12 feet (record - 974.20 feet) to a Type I concrete monument 90.00 feet left of and at right angles to Engineer's Centerline P.I. Station 644+97.85, from which a Type I concrete monument in the south right-of-way line of U.S. Highway 290 West 70.00 feet right of and at right angles to Engineer's Centerline P.I. Station 644+97.85 bears South 08°40'48" West a distance of 160.03 feet (record - South 08°01'06" West a distance of 160.00 feet);

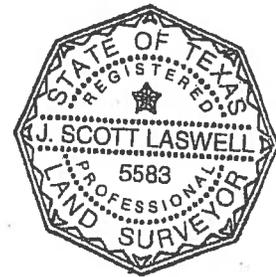
THENCE North 81°16'29" West (record - North 80°47'34" West), along the south line of the 39.73 acre portion of the remainder of a 1539.45 acre tract and the north right-of-way line of U.S. Highway 290 West, a distance of 1714.20 feet (record - 1714.46 feet) to the POINT OF BEGINNING.

This parcel contains 1503.57 acres of land, more or less, out of the following twelve surveys: the William Walker Survey No. 130, Abstract No. 475, the Herman Benson Survey No. 137, Abstract No. 40, the F.A. Jolly Survey No. 473, Abstract No. 555, the J.W. Powell Survey, Abstract No. 560, the John Pitts Survey No. 47, Abstract No. 768, the Levi Lewis Survey No. 154, Abstract No. 639, the J.E. Gilbert Survey No. 1717, Abstract No. 811, the W.R. Wood Survey, Abstract No. 567, the Edward Brown Survey No. 136, Abstract No. 44, the Heinrich Brashe Survey, Abstract No. 58, the Marcus Raper Survey No. 60, Abstract No. 383, and the Marcus Raper Survey No. 37, Abstract No. 394, all in Hays County, Texas.

Description prepared from an on-the-ground survey made during January, 2006.

Bearing Basis: Texas State Plane Coordinate System, South Central Zone, NAD 83.

J. Scott Laswell 3/21/06
J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



Job Number:

Attachments: Survey Drawing - Baseline\Projects\Headwaters\Dwg\MUD.dwg
File: Baseline\Projects\Headwaters\Documents\F_Notes\MUD.doc

Exhibit "B"

Map of District

Data and Deed Call Listing of File: MUD.des

Tract 1: 1503.566 Acres: 6084711.0 Sq Meters: No significant closure error. : Perimeter = 44365 feet

001=N01.1941W 1300.53
002=S88.3502W 951.86
003=N30.1232W 4495.32
004=N86.0031E 4.6
005=N30.0817W 2168.59
006=N30.0328W 930.84
007=N28.5335E 4426.12
008=N28.4613E 397.73
009=S78.4802E 520.05
010=N85.1210E 688.50
011=N49.3748E 76.94
012=N78.1650E 65.19
013=N69.2748E 68.59
014=S69.0954E 107.08
015=N82.0008E 22.08
016=N88.0824E 38.20
017=S84.5910E 41.12
018=S77.0743E 186.40
019=S71.5347E 247.82
020=S64.2024E 73.25
021=S59.4202E 101.24
022=S54.2900E 156.96
023=S50.3828E 110.55
024=S77.3844E 134.79
025=S31.5006E 42.15
026=S25.0253E 45.82
027=S44.3725E 275.09
028=S47.5902E 128.82
029=S63.1811E 142.27
030=S67.0337E 707.15
031=S30.0938W 446.82
032=S29.2630W 591.52
033=S28.0602W 572.17
034=S60.5619E 789.52
035=S28.3146W 3732.79
036=S65.1714E 448.83
037=S58.0002E 580.25
038=S61.1051E 920.77
039=S81.4946E 2490.99
040=N29.2019W 517.25
041=N62.4527E 798.36
042=S27.1311E 562.29
043=N59.0241E 764.77
044=S26.5103E 263.76
045=S17.4958E 2302.22
046=S01.2725E 1910.12
047=N88.3009E 228.90
048=S04.3459E 643.69
049=N86.2938E 400.08
050=S04.3215E 295.53
051=S68.5326W 358.81
052=S81.3612W 995.99
053=S78.3836W 229.30
054=S87.1518W 2023.51
055=S87.5251W 152.83
056=N85.3726W 974.12
057=N81.1629W 1714.20

Exhibit E

Water Conservation Plan

**A RESOLUTION
APPROVING WATER CONSERVATION PLAN**

WHEREAS, Headwaters Municipal Utility District of Hays County (the “*District*”) is a conservation and reclamation district created and functioning under Article 16, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code;

WHEREAS, the District purchases raw water from the Lower Colorado River Authority (“*LCRA*”);

WHEREAS, the District previously adopted a Water Conservation Plan;

WHEREAS, 30 TAC §288.2(c) requires a public water supplier for municipal use to review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information, and to review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group; and

WHEREAS, the Board of Directors of the District has reviewed and desires to update its Water Conservation Plan; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY THAT:

Section 1. The matters and facts stated in the preamble to this Resolution are hereby found to be true and correct and are incorporated as a part of this Resolution.

Section 2. The Board of Directors hereby adopts the updated Water Conservation Plan in the form attached hereto.

Section 3. The District’s General Manager (Crossroads Utility Systems) is hereby designated the Water Conservation Coordinator responsible for implementing the District’s Water Conservation Plan.

Section 4. The District’s General Manager (Crossroads Utility Systems) is hereby authorized and directed to file copies of the approved Water Conservation with TCEQ, TWDB, the Region Planning Group, LCRA and to any other group or entity with relevant jurisdiction.

Section 5. The District’s General Manager is hereby authorized take all other actions deemed necessary or convenient to the implementation of this Resolution.

PASSED AND APPROVED this 15th day of May, 2025.

**HEADWATERS MUNICIPAL UTILITY DISTRICT
OF HAYS COUNTY:**

By: 

Name: Brian Jacks

Title: President

ATTEST:


By: _____
Name: Drax Morrow
Title: Secretary

WATER CONSERVATION PLAN
for the
HEADWATERS MUNICIPAL UTILITY DISTRICT

July 2008
Amended October 2022
Amended April 2024
Amended May 2025

Prepared by:
Headwaters Municipal Utility District
and
Malone/Wheeler, Inc.
Texas Registered Engineering Company No. F-786
5113 Southwest Parkway, Suite 260
Austin, Texas 78735

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1.0 INTRODUCTION

The Headwaters Municipal Utility District (MUD) has developed this Water Conservation Plan (Plan) for its treated water utility systems to manage public water resources efficiently. This Plan fulfills requirements of the Texas Administrative Code (TAC), Title 30, §§288.2 regarding water conservation planning for municipal uses by public water suppliers. Appendix A provides details on how the Water Conservation Plan adheres to the TAC requirements for water conservation plans. The Plan recognizes that conservation is a valuable tool in managing water and wastewater utility systems. Water conservation can extend available water supplies; reduce the risk of shortage during periods of extreme drought; reduce water and wastewater utility operating costs; improve the reliability and quality of water utility service; reduce customer costs for water service; reduce wastewater flows; improve the performance of wastewater treatment systems; enhance water quality and protect the environment.

1.1 Authorization and Implementation

The Headwaters MUD Board of Directors is authorized and directed to implement the applicable provisions of this Plan.

Further, the Headwaters MUD Board of Directors designates the General Manager to act as administrator of this Plan. The administrator will oversee the implementation of the program and will be responsible for ensuring that staff keeps adequate records for program verification.

1.2 Public Involvement

This Plan is based on the *LCRA 2014 Raw Water Conservation Plan* and the *LCRA 2015 Water Conservation Plan Rules for Water Sale Contracts*.

1.3 Application

This Plan applies to treated (potable) water utility systems owned and operated by the Headwaters MUD.

1.4 Coordination with Regional Water Planning Groups

The service area of the Headwaters MUD is located within the Lower Colorado Regional Water Planning Area and the Headwaters MUD will provide a copy of this Plan to LCRA, the Lower Colorado Regional Water Planning Group (Region K) and applicable governmental entities.

2.0 DEFINITIONS

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

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

Agriculture water use: water use for fruit and vegetable gardens.

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

Customer: any person, company, or organization using water supplied by Headwaters MUD.

Domestic water use: use of water by an individual or a household to support its domestic activity. Such use may include consumption, washing, or cooking; irrigation of lawns, family garden or orchard; consumption by animals; and recreation including fishing, swimming, and boating. If the water is diverted, it must be diverted solely through the efforts of the user. Domestic use does not include water used to support activities for which consideration is given or received or for which the product of the activity is sold.

Industrial water use: water used in commercial processes, including commercial fish and shellfish production and the development of power by means other than hydroelectric. This does not include agricultural use.

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

Livestock water use: water used for the open-range watering of livestock, exotic livestock, game animals or fur-bearing animals. For purposes of this definition, the terms "livestock" and "exotic livestock" are to be used as defined in § 142.001 of the Agriculture Code, and the terms "game animals" and "furbearing animals" are to be used as defined in §63.001 and §71.001, respectively, of the Parks and Wildlife Code.

“New landscape” means:

- a. Installed during construction of a new house, multi-family building, or commercial building;
- b. Installed as part of a governmental entity’s capital improvement project; or
- c. Alters more than one-half of the area of an existing landscape.

Non-essential water use: water uses that are not essential or are not required for the protection of public health, safety and welfare, such as:

- a. Irrigating landscape areas, including parks, athletic fields, and golf courses, except for as otherwise provided under this Plan;
- b. Washing any motor vehicle, motorbike, boat trailer, airplane, or other vehicle;
- c. Washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d. Washing buildings or structures for purposes other than immediate fire protection;
- e. Flushing gutters or permitting water to run or accumulate in any gutter or street;
- f. Filling, refilling, or adding to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g. Filling a fountain or pond for aesthetic or scenic purposes except when necessary to support aquatic life; and
- h. Failure to repair a controllable leak within a reasonable period after having been directed to do so by formal notice.

Use of water for agriculture or livestock is not included in the definition of “non-essential water use.”

Retail Water Customer: an individual or entity that purchases water from an LCRA water utility for its consumption.

Wholesale Treated Water Customer: an individual or entity that purchases raw water from LCRA to sell to the public for consumption.

3.0 WATER CONSERVATION PLAN

3.1 Service Area Characteristics and Goals

The Headwaters MUD Water System provides retail water service to the following number of service connections separated by type:

- 751 residential connections
- 1 Amenity Center
- 1 Multi Family (248 Apartments)
- 1 Office Park
- 7 irrigation connections

Based on the December 2024 population estimates provided by the District Operator the estimated population served is 1,990.

The average for total gallons per capita per day water use (GPCD) was 163 which includes both wholesale and retail treated water customers. Of the 163 GPCD, approximately 6 GPCD was attributable to unbilled water in 2024 (*e.g.*, losses, waterline & hydrant flushing, *etc.*), or 3.68 percent of total water use.

The average for total single family residential gallons per capita per day water use (rGPCD) was 158 which includes only the occupied SF Homes and associated usage. The average for total single family plus multi-family gallons per capita per day water use (r+mfGPCD) is 134 r+mfGPCD. The Population estimate assume 2.32 persons per SF home and per apartment following the 2020 Census.

The Headwaters MUD is supplied wholesale potable water by the West Travis County Public Utility Association (WTCPUA) via a connection the WTCPUA 24" water main located on the north side of SH 290. At full buildout of the Headwaters MUD approximately 1,400 LUEs of potable water service will be provided to retail customers within the MUD.

The water demands in this region can and often triple during the summer months due to water for outdoor irrigation purposes. With this in mind, the Headwaters MUD has focused its conservation and demand management measures on outdoor water use and will continue to expand this effort to meet the growing need for water in this system.

Wastewater System Data for Headwater MUD is as follows:

- Average Monthly Wastewater Flows for Previous 3 Years – 2,330,000 gallons
- Average Daily Wastewater Flows for Previous 3 Years – 77,664 gallons
- Peak Monthly Wastewater Flows for Previous 3 Years – 3,598,000 gallons
- Peak Daily Wastewater Flows for Previous 3 Years – 116,056 gallons
- Percentage of Water Service Connections Using Private Sewage Facilities (as of the adoption of this plan) – 0%

The wastewater treatment plant has been constructed to a current capacity of 260,000 gallons per day. Disposal fields have been constructed for a current capacity of 150,000 gallons per day and there is a future phase currently under construction to extend this capacity in accordance with the TCEQ WWTP and TLAP Permits. At full permit capacity the WWTP and TLAP authorize a treatment and disposal capacity of 325,000 gallons per day.

3.2 Water Conservation Goals

In accordance with Title 30 TAC, Chapter 288 rules, water conservation plans must have specific, quantified goals for municipal use in gallons per capita per day (GPCD). Water conservation goals for the Headwaters MUD were established in 2008 using projected data available at that time.

Conservation goals for the Headwaters MUD have been set for three metrics:

1. Total unit water use reduction (GPCD)
2. Peak day demand reduction (peak day/average day)
3. Residential Only water use reduction (rGPCD)
4. System-wide water loss reduction.

The five-year total unit water use reduction goal is five percent (5%), or a unit usage of 155 GPCD. The 10-year goal for total unit water use reduction is an additional five percent (5%), or a total unit usage of 147 GPCD.

The five-year, peak day demand reduction goal is ten percent (10%) or a peak day/average day ratio of 2.27. The ten-year goal for peak day demand reduction is an additional five percent, or a peak day annual average ratio of 2.15.

The five-year residential only water use reduction goal is five percent (5%), or a unit usage of 150 rGPCD. The 10-year goal for total unit water use reduction is an additional five percent (5%), or a total unit usage of 142 rGPCD.

The water loss reduction goal is five percent (5%), or a total water loss 3.61% compared to a total water loss of 3.80% in 2024.

3.3 Water Conservation Strategies

The water conservation strategies to meet these goals include measures to decrease outdoor water use, which will decrease overall water use and peak day demands, and strategies to reduce system-wide water loss. Additional strategies include expanded public education and outreach efforts.

3.3.1 Watering Schedule

In October 2014, the WTCPUA Board approved a plan to adopt a year-round, mandatory twice-weekly watering schedule for the West Travis County Regional Water System, to conserve water, and lower daily peak demand at the water treatment plant. As a wholesale customer of the WTCPUA, the Headwaters MUD is subject to this watering

schedule.

This schedule assumes an application rate of one inch of water per week in two half-inch applications. According to research, one inch of water per week is sufficient to sustain most residential lawns and landscapes. However, multiple applications on yards of shallow soil depth allow for less runoff and improved soil retention.

Please reference the Headwaters Drought Contingency Plan for the permanent water schedule.

3.3.2 Increasing Block Water Rates

The Headwaters MUD Water System has a multi-tiered, increasing block water rate that reflects the cost drivers for the water system. Copies of the complete rate order for this system are available on the Crossroads Utility Services website.

3.3.3 LCRA WaterSmart Rebates Program

The Headwaters MUD promotes LCRA's WaterSmart Rebates Program, which can help offset the cost of upgrading irrigation systems and maintaining landscapes and pools to help customers save water and money. LCRA provides rebates of 50 percent of the total cost, or up to \$600 per residential property, for irrigation evaluations, retrofitting or replacing irrigation system equipment, new pool filters and covers, aeration, compost, and mulch.

3.3.4 Conservation Landscape Best Management Practices

The Headwaters MUD reviews all applications for irrigation meters to ensure meters are sized correctly and best management practices (BMP) are followed. Irrigation plans for SF homes are reviewed and inspected by the City of Dripping Springs.

Conservation Landscaping Standards have been included in Exhibit B of this WCP. These standards are required for new development in Headwaters MUD. Projects already developed or approved for construction by the MUD are subject to the previous standards.

Encouraged but voluntary pool construction standards are included in Exhibit C of this WCP.

3.3.5 Water Loss

The Headwaters MUD has experienced rapid growth. In such systems, water loss typically occurs from construction flushing and theft. In addition, additional flushing is needed to maintain water quality in dead-end lines. The Headwaters MUD evaluates the water losses for our systems and determines the best corrective actions to minimize those losses, which can include monthly audits and can include monthly audits or periodic inspections along distribution lines.

Headwaters MUD will conduct leak detection and water audits, making appropriate repairs, in order to meet the utility water loss goal. Water loss audits will be performed in accordance with Texas Water Development Board rules and Headwater MUD will review TWDB Municipal BMP 4.2 Utility Water Audit & Water Loss prior to conducting a water loss audit. LCRA water customers may qualify for financial assistance for conducting comprehensive water audits.

Measures to proactively reduce water loss will be considered as feasible and strategies to reduce line flushing and identify/repair water line leaks quickly.

3.4 Adoption of Plan

Formal adoption of the Water Conservation Plan will be by a resolution from the Headwaters Municipal Utility District Board of Directors.

4.0 ADDITIONAL WATER CONSERVATION STRATEGIES

4.1 Water Monitoring and Records Management

The Headwaters MUD maintains records of water distribution and sales through a central customer consumption tracking and billing system. The billing system provides a way to compile, present, and view water-use and billing information.

4.2 Water Metering

As a wholesale customer of the WTCPUA, the Headwaters MUD is required to abide by the WTCPUA Water Contract Rules which require all water meters to be accurate within plus or minus 5 percent of the indicated flow over the possible flow range. The meters are read on a monthly basis and must be calibrated annually.

The Headwaters MUD follows metering, leak detection, and repair requirements as stated in the LCRA *Water Conservation Plan Rules*.

The water use of all retail customers is metered. A regularly scheduled maintenance program of meter repair and replacement is performed in accordance with the manufacturer's recommendations.

4.3 Wholesale Water Conservation Plans

As a wholesale treated water customer of the WTCPUA, the Headwaters MUD must develop a water conservation plan in accordance with LCRA *Water Contract Rules*. The plan must include a governing board resolution, ordinance, or other official document noting that the plan has been formally adopted by the utility. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and implement a water conservation and drought contingency plan.

4.4 Education and Outreach

4.4.1 Water Conservation Public Awareness Program

WTCPUA, the wholesale treated water provider to the Headwaters MUD, posts its Water Conservation and Drought Contingency Plan, Water Conservation Tips and the LCRA WaterSmart Rebates program on its web site to promote and ensure customer awareness of water conservation. The Headwaters MUD also promotes water conservation through customer communications that include but are not limited to notifications within regular mailings, physical signage postings, and through the MUD operator's website.

4.4.3 WaterSmart Landscaping for Central Texas

The Headwaters MUD promotes the LCRA WaterSmart landscape guidelines to help homeowners and homebuilders create well-designed, water-efficient landscapes.

4.5 Alternative Water Supplies

Headwaters MUD is a wastewater treatment provider and as such generates treated effluent. Currently and in accordance with the TCEQ 217 WW Permit the treated effluent is irrigated per a TLAP creating zero discharge to surface streams. The MUD encourages landowners and developers within the MUD to expand the treated effluent irrigation system and utilize the already in place TCEQ Chapter 210 reclaimed water permit to offset the irrigation demand on surface water. Currently there is no funding in place to expand this system and the MUD encourages all current and future water users to participate in expansion of the reclaimed water system for irrigation purposes.

Currently, Headwater MUD Park, at approximately 7.5 acres, is the only customer that uses reclaimed water for irrigation purposes. The annual volume of reuse available as of 2024 is approximately 0.38 acre-feet per year.

Appendix A – Adherence to TCEQ Chapter 288 Rules

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for water conservation plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.2 (a)(1)(A) – Utility Profile – Section 3.1
- 288.2 (a)(1)(C) – Specific, Quantified Five- and Ten-Year Goals – Section 3.2
- 288.2 (a)(1)(D) – Measure and Account Water Diverted – Section 4.1, 4.2
- 288.2 (a)(1)(E) – Universal Metering – Section 4.2
- 288.2 (a)(1)(F) – Measures to Determine and Control Unaccounted-for Uses of Water – Section 4.2
- 288.2 (a)(1)(G) – Continuing Public Education and Outreach – Section 4.4
- 288.2 (a)(1)(H) – Rate Structure that is not Promotional – Section 3.3.2
- 288.2 (a)(1)(I) – Reservoir Systems Operation Plan –Water Management Plan.
- 288.2 (a)(1)(J) – Means of Implementation and Enforcement – Section 1.1, 1.6
- 288.2 (a)(1)(K) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.2 (a)(3) – Additional Conservation Strategies – Section 4.0

Appendix B - Landscape Conservation Standards

These standards are similar to the Greater Austin Homebuilder “Sensible Landscaping for Central Texas” guidelines developed with significant input from the LCRA. The standards are meant to provide builders and homeowners with a well-designed, water-efficient landscape. The standards can be adopted through ordinance, deed restriction or covenant where economically feasible and allowed by federal, state and local law.

Design

- A. No more than 50% or up to 7,000 square feet of the landscape shall be planted in turf. Longer leafed native grasses and wildflowers that use low amounts of water are not considered turf grass when determining how much turf grass is allowed.
- B. Automatic spray irrigation for each home/business shall be limited to 2.5 times the foundation footprint, with a 12,000-square-foot maximum. The footprint may include both the house and the garage, but not the driveway or patio.

Soil

- A. There shall be no less than **6 inches** of high-quality topsoil in planted areas.
- B. Topsoil shall be native soil from the site, or fertile, friable, blended soil/compost blend. Topsoil shall not be of any admixture of subsoil or slag and shall be free of stones over 1½ inches in diameter, lumps, refuse, plants or their roots, sticks, noxious weeds, salts, soil sterilants or other material that is detrimental to plant growth. If topsoil is delivered, it shall be obtained from a well-drained site that is free of flooding. Topsoil shall not be delivered or spread while in a muddy condition.
- C. Non-native topsoil shall contain not less than 25 percent organic matter (compost) that is blended through the soil.
- D. Topsoil that is added to the site shall be incorporated into the existing surface in a two-to three-inch scarified transition layer to enable water to drain adequately through the different types of soil. Do not scarify within the drip line of existing trees that are to be retained.

Irrigation

- A. Automated irrigation systems shall not be required in any new landscape. However, if irrigation is installed it shall meet the guidelines outlined in this section.
- B. All irrigation systems shall be installed in accordance with state law, Title 2 Texas Water Code, Chapter 34, and Title 30 Texas Administrative Code, Chapter 344 rules, as regulated and enforced by TCEQ. Irrigation contractors who install the irrigation systems must be TCEQ-licensed irrigators.
- C. Drip irrigation shall be used for all irrigated landscaped areas, excluding turf. Turf can be irrigated with drip, but drip irrigation is not required.
- D. Areas planted with turf shall be on separate zones from areas planted with shrubs, trees or perennials.
- E. Hydrozoning of all areas that are irrigated automatically will be scheduled with plants with similar watering needs.
- F. All automatic irrigation systems are required to have a rain sensor, a soil moisture sensor and/or a weather sensor connected to an irrigation controller to stop the

irrigation cycle during and after a rainfall event. Rain sensors are to be installed in a location where rainfall is unobstructed. Rain sensors should be adjusted at the ¼-inch setting.

- G. Sprinkler irrigation is prohibited in median strips, parking islands and all landscape areas less than 10 feet from curb to curb or 10 feet in width. Areas less than 10 feet curb-to-curb or 10 feet in width can be irrigated with low-volume irrigation. Low-volume irrigation (subsurface drip irrigation or drip irrigation) shall be installed in long landscape strips less than 10 feet in width to avoid runoff and overspray onto the hardscape.
- H. All new residential irrigation systems are required to have pressure regulation where static operating pressure exceeds the sprinkler manufacturer's recommended operating range to eliminate extensive misting. These may include in-line pressure regulators, flow control valves, or sprinkler devices equipped with pressure regulation stems or nozzles.
- I. Irrigation systems are to have a controller that features multiple start times, rain sensor capability, a water budget feature, and a non-volatile memory in case of power outage.
- J. Scheduling recommendations shall be posted inside or immediately near the controller enclosure box for easy reference.
- K. Homeowners shall be provided with a complete irrigation plan (or as-built drawing) that describes the location of each irrigation zone, control valves, and sprinkler devices.
- L. Sprinkler systems shall be designed with no overspray onto the hardscape.
- M. Sprinkler zones located at the bottom of sloped terrain along curbs, sidewalks, driveways, and other hardscapes should be equipped with devices that prevent low-head drainage after the sprinkler zone is turned off. In-line check valves and sprinkler heads with check valves already installed will help prevent low-head drainage.

Plant Choice

- A. Plants used must be native and drought tolerant.
- B. Turf grasses should be limited to low water use turfs. St. Augustine grasses should not be planted.
- C. Invasive plants shall not be used.

Plant Prepping

- A. A hole dug for the plant or tree should be two to three times wider than the container or root ball in which the plant is being stored, ensuring water is able to be absorbed by the plant's roots.
- B. The existing soil should be blended with compost before the sodding or seeding with the recommended turfgrass.

Plant Placement and Spacing

Proper plant placement and spacing is critical to plant health and long-term landscape quality. Placing plants too close to buildings can cause problems with plant disease, as well as insect and structural problems. Proper plant spacing helps ensure good air flow and room for plants to mature without crowding. Consider the mature height and width of plants before planting them.

Mulch

- A. All areas planted with trees, perennials and shrubs shall be finished with a **2- to 4-inch-deep** layer of high-quality 50/50 blend of organic mulch and compost blend.
- B. Wood chip mulch shall be clean wood chips free of man-made debris, shredded into coarse pieces ranging from 1 to 3 inches.
- C. Rock mulch shall be used in planting beds only as temporary mulch until full plant coverage is achieved, or as permanent mulch in areas with native shrubs and perennials.

Maintenance

- A. Replenish mulch/compost blend in non-turf areas every two years at a minimum. Doing so during the fall and spring is recommended.
- B. Aerate turfgrass within the first year of construction and twice a year after that (about Oct. 1 and March 1).
- C. Topdress turfgrass areas with quality compost twice a year (about Oct. 1 and March 1) at a depth of $\frac{1}{4}$ to $\frac{1}{2}$ inch following the aeration and drag or rake it into the canopy and aeration holes.
- D. Set the automatic irrigation system back to a normal schedule after the establishment period.

Appendix C – New Pool Construction Standards (Encouraged but Voluntary Compliance)

- A. Private residential swimming pools shall not be installed with sand media filters.
- B. Pool water features installed with public swimming pools or private residential swimming pools must be designed so the water feature can be turned off without affecting the filtering capabilities of the pool. Automatic pool fill features must be designed so they can be turned off in both public and private residential swimming pools.
- C. Pools with shared water between the pool and spa shall be designed so water can be shared without the necessity of an above-ground water feature that cannot be turned off. If a water feature between the spa and the pool exists, the default setting will be for it to be turned off.
- D. Automatic pool fill features must include an automatic pool shut-off feature.
- E. Vanishing or negative edge pools must be designed with catch basins large enough to prevent splashing that leads to increased water use.
- F. Backwash systems must be designed so they may be turned off.
- G. Pool skimmers should be managed in such a way as to minimize water consumption. The range of allowable water within the skimmer fill range should allow for several inches of evaporative loss prior to filling.
- H. All residential swimming pools shall have a hose end timer installed at the nearest hose bib location. In addition, a hose bib back-flow prevention device must be connected to the hose bib fixtures nearest to the pool.
- I. All residential swimming pools shall be installed with a permanent automatic pool cover to minimize evaporative loss when not in use.

Exhibit F

Drought Contingency Plan

DROUGHT CONTINGENCY PLAN

for the

HEADWATERS MUNICIPAL UTILITY DISTRICT

April 2008
Amended October 2022
Amended April 2024

Prepared by:
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and
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1.0 INTRODUCTION

The Headwaters MUD has developed this Drought Contingency Plan (Plan) for its treated water utility systems to manage public water resources efficiently and to plan appropriate responses to emergency and drought conditions. This Plan fulfills requirements of the Texas Administrative Code (TAC), Title 30, §§ 288.20 regarding drought contingency planning for municipal water suppliers. Appendix A provides details on how the Drought Contingency Plan adheres to the TAC requirements for drought contingency plans. The Plan recognizes that conservation is a valuable tool in managing water and wastewater utility systems. Water conservation can extend available water supplies; reduce the risk of shortage during periods of extreme drought; reduce water and wastewater utility operating costs; improve the reliability and quality of water utility service; reduce customer costs for water service; reduce wastewater flows; improve the performance of wastewater treatment systems; enhance water quality and protect the environment.

1.1 Authorization and Implementation

The Headwaters MUD Board of Directors is authorized and directed to implement the applicable provisions of this Plan. The Headwaters MUD Board of Directors has the authority to initiate and terminate drought or other water supply emergency response measures as described in this Plan.

Further, the Headwaters MUD Board of Directors designates the General Manager to act as administrator of this Plan. The administrator will oversee the implementation of the program and will be responsible for ensuring that staff keeps adequate records for program verification. LCRA water conservation staff will assist with implementation of programs and projects described in this Plan.

1.2 Public Involvement

This Plan is based on the LCRA *2024 Drought Contingency Plan for Firm Water Customers* and the LCRA *2024 Drought Contingency Plan Rules for Water Sale Contracts*. All customers in the service area of the utilities were provided an opportunity for input through the LCRA and WTCPUA adoption processes. Any future revisions to this Drought Contingency Plan will be made through a process that includes the opportunity for public participation.

1.3 Application

This Plan applies to treated (potable) water utility systems owned and operated by the Headwaters MUD.

1.4 Coordination with Regional Water Planning Groups

The service area of the Headwaters MUD is located within the Lower Colorado Regional Water Planning Area and the Headwaters MUD will provide a copy of this Plan to LCRA, the Lower Colorado Regional Water Planning Group (Region K) and applicable governmental entities.

2.0 DEFINITIONS

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

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

Agriculture water use: water use for fruit and vegetable gardens.

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

Customer: any person, company, or organization using water supplied by Headwaters MUD.

Domestic water use: use of water by an individual or a household to support its domestic activity. Such use may include consumption, washing, or cooking; irrigation of lawns, family garden or orchard; consumption by animals; and recreation including fishing, swimming, and boating. If the water is diverted, it must be diverted solely through the efforts of the user. Domestic use does not include water used to support activities for which consideration is given or received or for which the product of the activity is sold.

Industrial water use: water used in commercial processes, including commercial fish and shellfish production and the development of power by means other than hydroelectric. This does not include agricultural use.

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

Livestock water use: water used for the open-range watering of livestock, exotic livestock, game animals or fur-bearing animals. For purposes of this definition, the terms "livestock" and "exotic livestock" are to be used as defined in § 142.001 of the Agriculture Code, and the terms "game animals" and "furbearing animals" are to be used as defined in §63.001 and §71.001, respectively, of the Parks and Wildlife Code.

“New landscape” means:

- a. Installed during construction of a new house, multi-family building, or commercial building;
- b. Installed as part of a governmental entity’s capital improvement project; or
- c. Alters more than one-half of the area of an existing landscape.

Non-essential water use: water uses that are not essential or are not required for the protection of public health, safety and welfare, such as:

- a. Irrigating landscape areas, including parks, athletic fields, and golf courses, except for as otherwise provided under this Plan;
- b. Washing any motor vehicle, motorbike, boat trailer, airplane, or other vehicle;
- c. Washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d. Washing buildings or structures for purposes other than immediate fire protection;
- e. Flushing gutters or permitting water to run or accumulate in any gutter or street;
- f. Filling, refilling, or adding to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g. Filling a fountain or pond for aesthetic or scenic purposes except when necessary to support aquatic life; and
- h. Failure to repair a controllable leak within a reasonable period after having been directed to do so by formal notice.

Use of water for agriculture or livestock is not included in the definition of “non-essential water use.”

Retail Water Customer: an individual or entity that purchases water from an LCRA water utility for its consumption.

Wholesale Treated Water Customer: an individual or entity that purchases raw water from LCRA to sell to the public for consumption.

3.0 DROUGHT CONTINGENCY PLAN

3.1 Permanent Water Use Restrictions

The following restrictions apply to all Headwaters MUD water utility systems on a year-round basis, regardless of water supply or water treatment plant production conditions.

According to the restrictions, a water user must not:

- (1) Fail to repair a controllable leak, including:
 - a. a broken sprinkler head,
 - b. a leaking valve,
 - c. leaking or broken pipes, or
 - d. a leaking faucet.
- (2) Operate an irrigation system:
 - a. with a broken head,
 - b. with a head that is out of adjustment and the arc of the spray head is over a street or parking area, or
 - c. with a head that is fogging or misting because of excessive water pressure.
 - d. between 10 a.m. and 7 p.m.
- (3) During irrigation, allow water:
 - a. to run off a property and form a stream of water in a street for a distance of 50 feet or greater, or
 - b. to pool in a street or parking lot to a depth greater than one-quarter of an inch.
- (4) Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler more than twice per week or outside of scheduled days and times as indicated below:=

Residential

Addresses ending in 0,1,2,3: Monday and Thursday.

Addresses ending in 4,5,6: Tuesday and Friday

Addresses ending in 7,8,9: Wednesday and Saturday

Commercial (including large landscapes such as HOA common areas)

Tuesday- and Friday

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

3.2 Drought Response Stages – Retail Customers

The Headwaters MUD General Manager shall monitor water supply and demand conditions and shall determine when conditions warrant initiation and termination of each stage of the Drought Contingency Plan. Water supply conditions will be determined by the availability of the source of supply for individual service areas, system capacity, and weather conditions. Demand will be measured by the peak daily demands on each system. Notification of the initiation or termination of drought

response stages shall be by a variety of methods, possibly including local media, direct mail to each customer, and signs posted at other public places.

Any or all of the measures described in this Plan may be implemented on an area basis that is appropriate to the triggering criteria.

All demand management measures under the four stages of this DCP are mandatory and subject to enforcement.

3.2.1 Stage 1 – Mild Water Shortage

Requirements for initiation — Affected customers shall be required to comply with the Stage 1 Drought Response Measures of this Plan when the following triggering criteria are met:

- a. When total daily water demand equals or exceeds
 - i. 80 percent of the total design capacity of the WTCPUA water treatment plant for three consecutive days; or
 - ii. 90 percent of the total design capacity of the WTCPUA water treatment plant for a single day;
- b. Source water contamination results in compromised capacity of the treatment and delivery systems; or
- c. Mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity; or
- d. the LCRA initiates Stage 1 of its DCP.

Requirements for termination — Stage 1 of the Plan may be rescinded when:

- a. When water treatment plant capacity condition listed above as a triggering event are predicted to cease for an extended period; or
- b. the source water contamination event or mechanical or electrical failure of a system component is resolved; or
- c. LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought contingency measures of the LCRA DCP.

Supply Management Measures:

The Headwaters MUD will:

- a. Apply water-use restrictions prescribed for Stage 1 of the Plan to Headwaters MUD facilities for which Stage 1 has been declared.

- b. Discontinue water main and line flushing unless necessary for public health reasons; and
- c. Keep customers informed about issues regarding current and projected water supply and demand conditions.

Demand Management Measures:

Water Supply Reduction Target: Achieve a 10% reduction in water use.

Under threat of penalty as described in Section 3.4, the following water-use restrictions shall apply to all retail water customers:

Irrigation of Landscaped Areas:

- a. Outdoor watering hours will be limited to between midnight and 10 a.m. and between 7 p.m. and midnight on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. Hand-held hose; or
 - ii. Faucet-filled bucket or water can of five gallons or less
- c. New landscapes may be installed, and re-vegetation seeding performed under these specific criteria:
 - i. The mandatory twice weekly watering schedule is adhered to.
 - ii. If a deviation from the twice weekly schedule is required, that a completed variance form for new landscapes has been submitted to the Headwaters MUD and has been approved prior to the installation of the landscape, or re-vegetation seed application; and
 - iii. Irrigation of the new landscape, or application follows the schedule identified in the new landscape variance:
 - 1. once a day for the first 10 days after installation;
 - 2. once every other day before 10 a.m. and after 7 p.m. for days 11 through 20 after installation
 - 3. once every third day before 10 a.m. and after 7 p.m. for day 21 through 30 after installation.
 - iv. Alternatives to re-vegetation may be available in times of low water supply. Specific information regarding such alternatives is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual (sec. 3.2.8).

- v. Variances for new landscapes and re-vegetation will be issued for the shortest period necessary to reasonably assure the landscapes survival. A variance is not an exemption from compliance with the permanent water use restrictions under *Permanent Water Restrictions* of this plan other than schedule. Variances will not be granted for seasonal “color bed” or temporary grass installation (over seeding).

Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Events:

Events involving the use of water such as: car washes, festivals, parties, water slides, and other activities involving the use of water are permitted, if the water being used drains to a re-circulating device, or is used for a beneficial purpose such as watering landscaping to prevent water waste.

Restaurants:

All restaurants are encouraged to serve water to their patrons only upon request.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow irrigation of landscaped areas schedule. A variance can be applied for if necessary.

Water Waste:

The following uses of water are prohibited at all times during periods in which restrictions have gone into effect unless a variance has been approved:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious outdoor surfaces; except for immediate health and safety;
- b. Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but permitted for surface preparation of maintenance work to be performed;
- c. Controlling dust, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of a construction plan approved by a governmental entity;
- d. Flushing gutters or allowing a substantial amount of water to run off a property and accumulate in a gutter, street, or parking lot to a depth greater than one-fourth of an inch.

3.2.2 Stage 2 – Moderate Water Shortage

Requirements for initiation – Customers shall be required to comply with Stage 2 Drought Response Measures of this Plan when moderate water shortage conditions exist. The Headwaters MUD will recognize that a moderate water shortage condition exists when any of the following criteria is met:

- a. When total daily water demand equals or exceeds:
 - i. 85 percent of the total design capacity of the WTCPUA water treatment plant for three consecutive days; or
 - ii. 95 percent of the total design capacity of the WTCPUA water treatment plant for a single day; or
 - iii. the total design capacity of the WTCPUA raw water transmission main for three consecutive days; or
- b. source water contamination results in compromised capacity of the treatment and delivery systems; or
- c. mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity; or
- d. target reduction for the Stage 1 demand management measures is not achieved; or
- e. the LCRA initiates Stage 2 of its DCP.

Requirements for termination — Stage 2 of the Plan may be rescinded when:

- a. The WTCPUA water treatment plant capacity condition listed above as a triggering event is predicted to cease for an extended period; or
- b. the source water contamination event or mechanical or electrical failure of a system component is resolved.

- c. LCRA announces that curtailment of water supplies to firm water customers is no longer required under drought contingency measures of the LCRA DCP.

Upon termination of Stage 2, Stage 1 becomes operative.

Supply Management Measures:

In addition to measures implemented in the preceding stages of the Plan, affected Headwaters MUD water utility systems will implement additional water control options to limit water to only critical use for protection of health and safety and maintenance of treatment quality.

Demand Management Measures:

Water Supply Reduction Target: Achieve a minimum 20% reduction in water use.

Under threat of penalty as described in Section 3.4, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 1 shall remain in effect during Stage 2, with the following modifications and additions:

Irrigation of Landscaped Areas:

Outdoor watering will be restricted to the following once-weekly schedule:

Addresses ending:	
Monday	1, 3
Tuesday	2, 4
Wednesday	5, 7
Thursday	6, 8
Friday	9, 0
Saturday	All commercial & HOAs

No irrigation with in-ground irrigation systems is allowed from November through February.

Outdoor watering hours will be limited to between 7 p.m. to 10 p.m. and 6 a.m. to 10 a.m. on designated days, as shown above. This prohibition does not apply to irrigation of landscaped areas if it is by means of:

- i. Hand-held hose; or
- ii. Faucet-filled bucket or water can of five gallons or less.

New landscapes may only be installed if they do not require a variance to the mandatory watering schedule. No variances will be approved.

Vehicle Washing:

Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. A vehicle can be washed at any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Pools:

- a. Filling of all new and existing swimming pools, hot tubs, wading pools, is prohibited, unless application for variance is approved on a case by case basis. Replenishing to maintenance level is permitted. Draining is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.
- b. Refilling of public/community swimming pools permitted only if pool has been drained for repairs, maintenance, or replacement as outlined in items above.

Outside Water Features:

Operation of outside water features, such as, but not limited to, fountains or outdoor misting systems, is prohibited, except where such features are designed and consistently maintained to sustain aquatic life or maintain water quality. The Headwaters MUD may require proof of such design and consistent maintenance.

Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The Headwaters MUD may require proof of specific design documentation regarding a pond and the intended purpose.

Events:

Events involving the use of water such as: car washes, festivals; parties; water slides; and other activities involving the use of water are prohibited.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

3.2.3 Stage 3 – Severe Water Shortage

Requirements for initiation – Customers shall be required to comply with Stage 3 Drought Response Measures of this Plan when severe water shortage conditions exist. The Headwaters MUD will recognize that a severe water shortage condition exists when either of the following criteria is met:

- a. When total daily water demand equals or exceeds:
 - i. 90 percent of the total design capacity of the WTCPUA water treatment plant for three consecutive days; or
 - ii. 100% of the total design capacity of the WTCPUA water treatment plant for a single day; or
- b. source water contamination results in compromised capacity of the treatment and delivery systems; or
- c. mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity; or
- d. target reduction for the Stage 2 demand management measures is not achieved; or
- e. the LCRA initiates Stage 3 of its DCP.

Requirements for termination — Stage 3 of the Plan may be rescinded when:

- d. The WTCPUA water treatment plant capacity condition listed above as a triggering event is predicted to cease for an extended period; or
- e. LCRA announces that curtailment of water supplies to firm water customers is no longer required under drought contingency measures of the LCRA DCP.

Upon termination of Stage 3, Stage 2 becomes operative.

Supply Management Measures:

In addition to measures implemented in the preceding stages of the plan, affected Headwaters MUD water utility systems will implement additional water control options to limit water to only critical use for protection of health and safety and maintenance of treatment quality.

Demand Management Measures:

Water Supply Reduction Target: Achieve a minimum 30% reduction in water use.

Under threat of penalty for violation as described in Section 3.4, customers are required to eliminate non-essential water uses during an emergency. This includes, but is not limited to the following measures:

Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to four hours a day between the hours of 6 a.m. and 10 a.m. during the following once-weekly schedule:

Addresses ending:	
Monday	1, 3
Tuesday	2, 4
Wednesday	5, 7
Thursday	6, 8
Friday	9, 0
Saturday	All commercial & HOAs

No irrigation with in-ground irrigation systems is allowed from November through February.

Outdoor watering hours for hand watering will be limited to between 6 a.m. and 10 a.m. on the same designated days that apply to watering with hose-end sprinklers or irrigation systems. The allowed methods of hand watering landscaped areas are:

- i. Hand-held hose;
- ii. Faucet-filled bucket or water can of five gallons or less;
- iii. Soaker hose; or
- iv. Tree gator watering bags

New landscapes may only be installed if they do not require a variance to the mandatory watering schedule. No variances will be approved.

Fire Hydrants:

Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under special conditions and will require a meter; a variance application must be submitted and approved before a hydrant meter will be provided.

3.2.4 Stage 4 – Emergency Water Conditions

The Headwaters MUD General Manager or designee will notify affected retail customers, wholesale customers, and the media of the initiation and termination of Stage 4. Examples of a water emergency include, but are not limited to, the

following:

- a. Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service;
- b. Contamination of the water supply source; or
- c. Any other emergency water supply or demand conditions that the Headwaters MUD General Manager or designee, determines to constitute a water supply emergency more severe than that contemplated in the triggers contained in the LCRA Water Management Plan; or

Upon declaration of Stage 4—Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply and be in effect until lifted by the Headwaters MUD.

Emergency Measures

Water Supply Reduction Target: As determined by the Headwaters MUD Board of Directors.

Under threat of penalty for violation as described in Section 3.4, customers are required to eliminate non-essential water uses during an emergency. This includes, but is not limited to the following measures:

- a. Irrigation of any landscaped areas is prohibited.
- b. Irrigation of foundations, trees and vegetable gardens is allowed with hand-held hoses with a working on/off nozzle, bucket, drip irrigation or soaker hoses for 4 hours between the hours of 6 a.m. and 10 a.m. one day per week on designated days only.
- c. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- d. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.
- e. Additional measures may be added as needed.

3.3 Drought Response Stages – Wholesale Customers

As a wholesale treated water customer of the WTCPUA, the Headwaters MUD is required to develop and formally adopt this drought contingency plan for its own systems in accordance with Title 30 TAC §§288.20. The measures of this Plan must be at least as stringent as the drought response measures required by WTCPUA for its retail customers. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a drought contingency plan.

3.4 Conservation and Drought Contingency Plan Implementation

3.4.1 Public Notification

The WTCPUA, as a wholesale provider to Headwaters MUD, will periodically provide information about the drought contingency components of this plan, including (1) the conditions under which each stage of the Plan is to be initiated or terminated, and (2) the drought response measures to be implemented at each stage. This information will be provided by various means depending on the audience, including articles in the local media and special materials mailed to customers and available on the WTCPUA web site.

3.4.2 Enforcement for Retail Customers

The following enforcement provisions shall apply to all Headwaters MUD water customers:

- a. No person shall knowingly or intentionally allow the use of water from a Headwaters MUD utility system for residential, commercial, industrial, agricultural, ornamental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- b. Except as otherwise provided in this Section 3.4.2, any person who violates this Plan shall be subject to the following surcharges and conditions of service:
 - i. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed.
 - ii. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$200;
 - iii. Following the third documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$700;
 - iv. Following the fourth documented violation, the Headwaters

MUD Board of Directors or its designee 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 reconnection charge, hereby established at \$500, and any other costs incurred by a Headwaters MUD water utility system in discontinuing service, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$500 must be given to the Headwaters MUD Board of Directors or its designee, that the same action shall not be repeated while the Plan is in effect. The Headwaters MUD Board of Directors or its designee may apply the deposit to any surcharges or penalties subsequently assessed under this Plan against a customer. Any remaining amount of such deposit, if any, shall be returned to the customer at the time of the customer’s voluntary disconnection from the utility system.

- c. Compliance with this Plan also may be sought through injunctive relief in district court. Each day that one or more of the provisions in this Plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of the Headwaters MUD water utility system, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he or she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, but any such parent may be excused if he proves that he had previously directed the child not to use the water in violation of this Plan and that there is no reasonable expectation that parent could have known about the violation. Table 3-1 shows the progressive steps of the drought response enforcement process for retail customers.

Table 3-1: Drought Response Retail Enforcement Process

Documented Violation	Response
First	Notice of violation issued Customer is notified of actions to be taken if violations continue
Second	Penalty – \$200
Third	Penalty – \$700
Fourth and on	Service Disconnection \$500 reconnection fee and \$500 deposit required

3.4.3 Variances

- a. The Headwaters MUD Board of Directors or its designee may grant in writing temporary variances for existing water uses otherwise prohibited under this Plan if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:
 - i. Compliance with this Plan cannot be accomplished during the duration of the time the Plan is in effect, or
 - ii. Alternative methods can be implemented that will achieve the same level of reduction in water use.

- b. Persons requesting a variance from the provisions of this Plan shall file a petition for variance with the Headwaters MUD water utility system Customer Service any time the Plan or a particular drought response stage is in effect. The Headwaters MUD General Manager, or designee, will review petitions for variances. The petitions shall include the following:
 - i. Name and address of the petitioner;
 - ii. Purpose of water use;
 - iii. Specific provision of the Plan from which the petitioner is requesting relief;
 - iv. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this Plan;
 - v. Description of the relief requested;
 - vi. Period of time for which the variance is sought;
 - vii. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date; and
 - viii. Other pertinent information.

- c. Variances shall be subject to the following conditions, unless waived or modified by the Headwaters MUD Board of Directors or its designee:
 - i. Variances granted shall include a timetable for compliance.
 - ii. Variances granted shall expire when the Plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

3.4.4 Plan Updates

The Plan will be reviewed consistent with LCRA and TCEQ rules and updated based on developments in the Headwaters MUD water service area.

3.4.5 Drought Surcharge

In order to offset the impact of lost revenues resulting from extended periods of implementing drought contingency measures and/or due to implementation of LCRA raw water supply curtailments, the Board of Directors may assess a Drought Surcharge as authorized in the WTCPUA's Tariff, as may be amended from time to time.

3.4.6 Notification to LCRA and TCEQ

The Headwaters MUD shall notify the LCRA General Manager and the TCEQ Executive Director in writing within five (5) business days of the implementation of any mandatory provisions of this Drought Contingency Plan.

Appendix A – Adherence to TCEQ Chapter 288 Rules

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for drought contingency plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.20 (a)(1)(A) – Public Input – Section 1.2
- 288.20 (a)(1)(C) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.20 (a)(1)(D) – Monitoring and Criteria for the Initiation and Termination of Drought
- Response Stages – Section 3.2
- 288.20 (a)(1)(E) – Emergency Response Stages – Section 3.3
- 288.20 (a)(1)(F) – Water Use Reduction Targets – Section 3.3
- 288.20 (a)(1)(G) – Water Supply or Water Demand Management Measures – Section 3.3
- 288.20 (a)(1)(H) – Procedures for the Initiation or Termination of Drought Stages and Public
- Notification – Section 3.2,3.3,3.4.1
- 288.20 (a)(1)(I) – Variances Procedures – Section 3.4.4
- 288.20 (a)(1)(J) – Enforcement of Mandatory Water Use Restrictions – Section 3.4.2, 3.4.3

**A RESOLUTION OF HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY
APPROVING DROUGHT CONTINGENCY PLAN**

WHEREAS, Headwaters Municipal Utility District of Hays County (the "District") is a conservation and reclamation district created and functioning under Article 16, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code;

WHEREAS, 30 TAC §288.30(5) requires retail public waters suppliers to prepare, adopt and submit a drought contingency plan meeting the requirements of 30 TAC §288.20 to the Executive Administrator of the Texas Commission on Environmental Quality (TCEQ) by May 1, 2005, then by May 1, 2009 and every five years thereafter;

WHEREAS, pursuant to the foregoing requirements, the District previously adopted a Drought Contingency Plan and timely submitted such plan to TCEQ in accordance with the requirements of §288.30; and

WHEREAS, the Board of Directors of the District has reviewed and updated its Drought Contingency Plan; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY THAT:

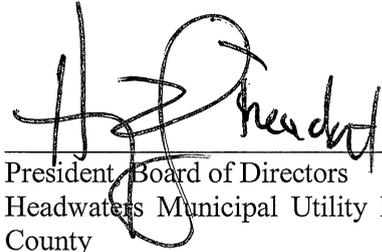
Section 1. The matters and facts stated in the preamble to this Resolution are hereby found to be true and correct and are incorporated as a part of this Resolution.

Section 2. The Board of Directors hereby adopts the updated Drought Contingency Plan in the form attached hereto.

Section 3. The District's Engineer is hereby authorized and directed to file the approved Drought Contingency Plan with TCEQ, the Region Planning Group and to any other group or entity with relevant jurisdiction.

Section 4. The District's Engineer is hereby authorized take all other actions deemed necessary or convenient to the implementation of this Resolution.

PASSED AND APPROVED this 18th day of April 2024.



President, Board of Directors
Headwaters Municipal Utility District of Hays
County

ATTEST:



Secretary, Board of Directors
Headwaters Municipal Utility District of Hays County

(SEAL)



Exhibit G

Demand Schedule

Exhibit G

Damand Schedule

Year	Population	Water Use (gal)	Water Use (AF)
2025	3444	175,988,400	540
2026	4135	211,311,275	648
2027	4573	233,667,525	717
2028	4951	252,983,325	776
2029	4986	254,771,825	782
2030	5021	256,560,325	787
2031	5056	258,348,825	793
2032	5091	260,137,325	798
2033	5126	261,925,825	804
2034	5161	263,714,325	809

Friday, June 13, 2025 at 12:08:41 Central Daylight Time

Subject: Re: Headwaters MUD Board Meeting
Date: Tuesday, June 10, 2025 at 9:23:43 PM Central Daylight Time
From: charlie meyer
To: Lauren Hughes
Attachments: image002.jpg, image.png

Lauren,

Can we add an agenda item to discuss parking at HW Park? Residents are starting to park their personal vehicles up over the curb, I'd like the board to discuss what options we have here



Charlie Meyer

On Fri, Jun 6, 2025 at 1:11PM Lauren Hughes <lhughes@mcleanhowardlaw.com> wrote:

Good afternoon,

I have attached a draft agenda for the Board meeting on June 19, 2025. Please send us any comments by June 11th. Board members, please let me know if you can attend the meeting.

Thanks,



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | June 19, 2025

Headwaters Municipal Utility District



WEBSITE

www.municipalaccounts.com



ADDRESS

3755 S. Capital of TX Hwy Bldg 1,
Suite 280 1
Austin, Texas 78704



CONTACT

Phone: 512.782.2400
Fax: 512.795.9968

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Monthly Financial Summary - General Operating Fund

Headwaters MUD - GOF



Account Balance Summary

Balance as of 05/16/2025 **\$3,971,505**

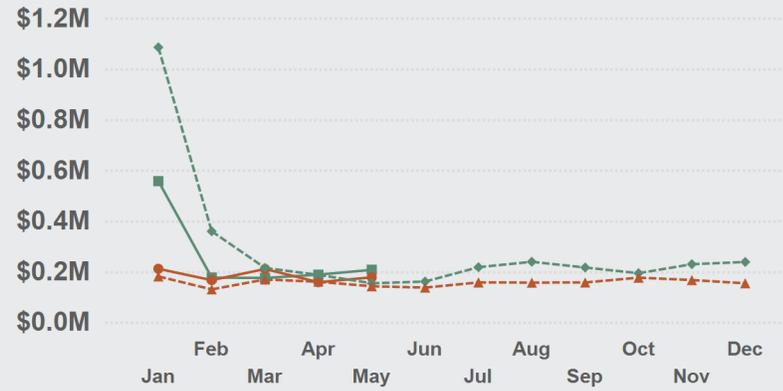
Receipts 715,154

Disbursements (686,477)

Balance as of 06/19/2025 **\$4,000,182**

Overall Revenues & Expenditures By Month (Year to Date)

—■ Current Year Revenues - - -▲ Prior Year Revenues
—● Current Year Expenditures - - -▲ Prior Year Expenditures



May 2025

Revenues

Actual	Budget	Over/(Under)
\$209,866	\$154,049	\$55,817

Expenditures

Actual	Budget	Over/(Under)
\$180,269	\$176,190	\$4,079

January 2025 - May 2025 (Year to Date)

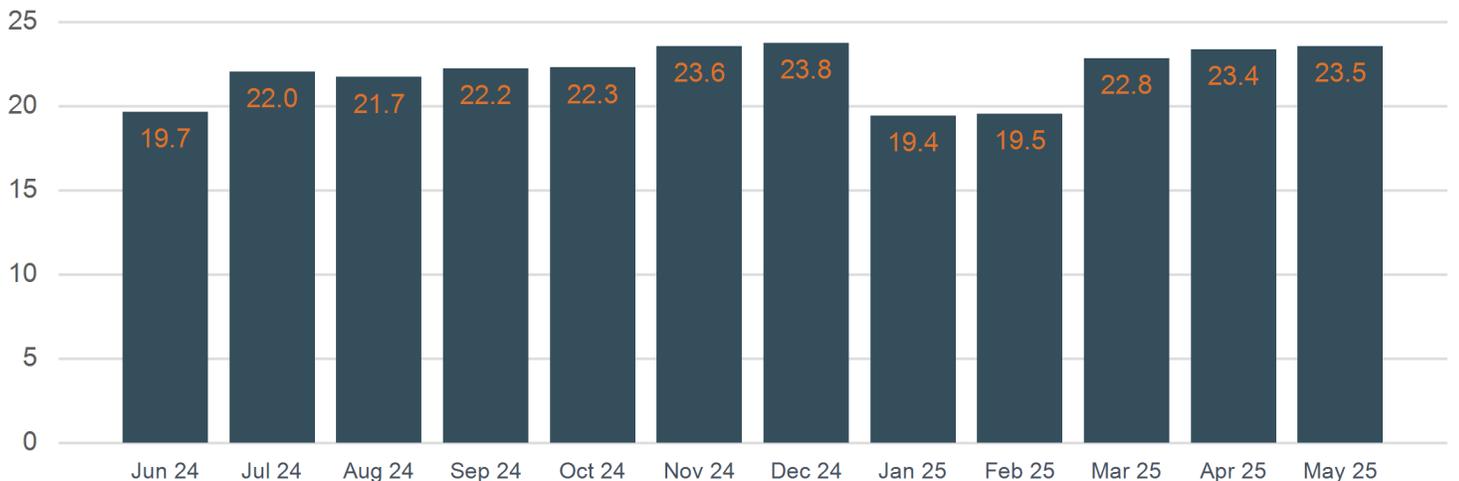
Revenues

Actual	Budget	Over/(Under)
\$1,317,670	\$1,289,952	\$27,718

Expenditures

Actual	Budget	Over/(Under)
\$937,518	\$990,686	(\$53,168)

Operating Fund Reserve Coverage Ratio (In Months)



Cash Flow Report - Checking Account

Headwaters MUD - GOF



Number	Name	Memo	Amount	Balance
Balance as of 05/16/2025				\$88,139.01
Receipts				
	Sweep from Lockbox		380,091.91	
	Interest Earned on Checking		30.27	
Total Receipts				\$380,122.18
Disbursements				
2891	Federico Brocher	Customer Refund	(21.45)	
2892	Karen Muerin	Customer Refund	(151.84)	
2893	Kelsi Winnett	Customer Refund	(137.05)	
2894	Lee Busby	Customer Refund	(122.94)	
2895	Lisa Garcia	Customer Refund	(68.11)	
2896	Lois Yost	Customer Refund	(200.00)	
2897	Tyler Esparza	Customer Refund	(195.78)	
2898	AJ Management Inc.	Maintenance & Repair	(4,500.00)	
2899	Allen Engineering Group, Inc	WWTP Operations	(26,445.28)	
2900	Aqua-Tech Laboratories, Inc.	Lab Fees	(2,212.25)	
2901	ATS Engineers, Inspectors, & Surveyors	Inspection Fees	(360.00)	
2902	Badger Meter Inc	Meter Subscription	(1,840.93)	
2903	Brenntag Southwest Inc	Chemicals	(1,970.70)	
2904	Cattron North America Inc.	RemotelQ Premier Service	(1,875.00)	
2905	Crossroads Utility Services	Management & Operations	(30,256.26)	
2906	Headwaters MUD - Bookkeepers Account	Transfer to Bookkeepers Account	(24,690.83)	
2907	Jones - Heroy & Associates, Inc.	0051-001 General Consulting	(200.00)	
2908	Malone Wheeler, Inc.	Engineering Fees	(18,155.00)	
2909	Maxwebs Co	Website - Agenda Posting	(25.00)	
2910	McLean & Howard L.L.P	Legal Fees	(2,726.39)	
2911	Municipal Accounts & Consulting	Bookkeeping Fees	(8,137.75)	
2912	Terrain LLC	Landscape Service	(26,850.08)	
2913	Wastewater Transport Services	Sludge Removal	(10,430.06)	
2914	West Travis County Public Utility Agency	Wholesale Water Payment	(47,050.55)	
2915	West Travis County Public Utility Agency	Impact Fees	(71,450.00)	
Total Disbursements				(\$280,073.25)
Balance as of 06/19/2025				\$188,187.94

Cash Flow Report - Bookkeepers Account

Headwaters MUD - GOF



Number	Name	Memo	Amount	Balance
Balance as of 05/16/2025				\$75,000.00
Receipts				
	Interest Earned on Checking		2.51	
	Transfer to Bookkeepers Account		24,690.83	
Total Receipts				\$24,693.34
Disbursements				
10722	WC of Texas LLC	Garbage	(15,692.24)	
ACH	LCRA	Raw Water	(4,903.15)	
ACH	Pedernales Electric Cooperative	Utilities	(3,096.35)	
HR&P	Brian Jacks.	Fees of Office 05/15/2025	(204.10)	
HR&P	Charlie Meyer.	Fees of Office 05/15/2025	(204.10)	
HR&P	Drax Marlow.	Fees of Office 05/15/2025	(204.10)	
HR&P	Lisa Stephens.	Fees of Office 05/15/2025	(204.10)	
HR&P	HR&P	Payroll Administration Fee	(50.00)	
HR&P	United States Treasury	Payroll Liabilities	(135.20)	
Total Disbursements				(\$24,693.34)
Balance as of 06/19/2025				\$75,000.00

Cash Flow Report - Lockbox Account

Headwaters MUD - GOF



Number	Name	Memo	Amount	Balance
Balance as of 05/16/2025				\$2,570.66
Receipts				
	Accounts Receivable		4,875.12	
	Interest Earned on Checking		0.22	
Total Receipts				\$4,875.34
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				\$0.00
Balance as of 06/19/2025				\$7,446.00

Cash Flow Report - Operator Account

Headwaters MUD - GOF



Number	Name	Memo	Amount	Balance
Balance as of 05/16/2025				\$103,903.10
Receipts				
	Accounts Receivable		281,142.95	
	Accounts Receivable		7,688.67	
	Interest Earned on Checking		0.10	
Total Receipts				\$288,831.72
Disbursements				
AR	PNC Bank	Refunds (3)	(479.25)	
FEE	T-Tech	T-Tech	(379.00)	
FEE	PNC Bank	Bank Charge	(396.64)	
FEE	PNC Bank	Returned Item (2)	(301.48)	
TRF	PNC Bank	Sweep to Checking	(380,091.91)	
Total Disbursements				(\$381,648.28)
Balance as of 06/19/2025				\$11,086.54

Actual vs. Budget Comparison

Headwaters MUD - GOF



	May 2025			January 2025 - May 2025			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Revenues							
Water Revenue							
14101 Water -Customer Service Revenue	56,121	45,329	10,792	197,768	212,697	(14,929)	725,000
14104 Water Base Rate	45,056	38,333	6,722	222,857	191,667	31,190	460,000
14105 Account Set Up Fees	210	313	(103)	1,110	1,563	(453)	3,750
14108 Transfer Fees	770	417	353	2,780	2,083	697	5,000
14109 TCEQ Regulatory Rev - Water	389	0	389	1,719	0	1,719	0
Total Water Revenue	102,546	84,392	18,155	426,234	408,010	18,224	1,193,750
Wastewater Revenue							
14201 Wastewater-Customer Service Rev	14,857	15,000	(143)	72,692	75,000	(2,308)	180,000
14204 Wastewater Base Rate	39,173	37,500	1,673	193,942	187,500	6,442	450,000
14206 TCEQ Regulatory Rev -	389	0	389	1,719	0	1,719	0
Total Wastewater Revenue	54,419	52,500	1,919	268,353	262,500	5,853	630,000
Property Tax Revenue							
14301 Maintenance Tax Collections	2,371	2,015	356	453,893	492,416	(38,523)	536,857
14303 Property Tax Penalties & Int	242	136	106	825	501	324	1,000
14304 Property Tax - Rollback	0	0	0	1,208	0	1,208	0
Total Property Tax Revenue	2,614	2,151	463	455,927	492,917	(36,990)	537,857
Tap Connection Revenue							
14501 Water Tap Fees	24,950	934	24,016	41,500	27,838	13,662	57,500
14502 Inspection Fees	1,575	127	1,448	4,575	3,748	827	10,000
14503 Wastewater Tap Fees	3,750	993	2,757	20,250	29,282	(9,032)	55,000
Total Tap Connection Revenue	30,275	2,054	28,221	66,325	60,868	5,457	122,500
Parks & Recreation Revenue							
14601 Park Revenue	4,500	6,250	(1,750)	27,000	31,250	(4,250)	75,000
Total Parks & Recreation Revenue	4,500	6,250	(1,750)	27,000	31,250	(4,250)	75,000
Administrative Revenue							
14702 Penalties & Interest	1,576	411	1,165	12,519	2,849	9,670	10,000
14706 Delinquent Tax Attorney Collect	0	0	0	0	0	0	1,000
Total Administrative Revenue	1,576	411	1,165	12,519	2,849	9,670	11,000
Interest Revenue							
14801 Interest Earned on Checking	33	42	(9)	173	208	(36)	500
14802 Interest Earned on Temp. Invest	13,878	6,250	7,628	60,551	31,250	29,301	75,000
Total Interest Revenue	13,911	6,292	7,620	60,724	31,458	29,265	75,500
Other Revenue							
15801 Miscellaneous Income	24	0	24	588	100	488	100
Total Other Revenue	24	0	24	588	100	488	100

Actual vs. Budget Comparison

Headwaters MUD - GOF



	May 2025			January 2025 - May 2025			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Revenues							
Total Revenues	209,866	154,049	55,817	1,317,670	1,289,952	27,718	2,645,707
Expenditures							
Water Service							
16102 Management & Ops CR - Water	6,221	6,667	(446)	31,855	33,333	(1,478)	80,000
16104 LCRA Raw Water	6,138	5,000	1,138	23,975	25,000	(1,025)	60,000
16105 Maintenance & Repairs - Water	8,161	6,250	1,911	49,798	31,250	18,548	75,000
16107 Chemicals - Water	1,971	2,917	(946)	8,875	14,583	(5,708)	35,000
16108 Laboratory Expense - Water	0	2,500	(2,500)	8,812	12,500	(3,688)	30,000
16110 Utilities - Water	3,096	3,333	(237)	15,713	16,667	(953)	40,000
16115 Meter Replacement	1,663	7,083	(5,420)	11,926	35,417	(23,491)	85,000
16116 Permit Expense - Water	0	0	0	0	0	0	5,000
16118 WTCPUA Volumetric Rate	20,810	20,000	810	77,283	100,000	(22,717)	240,000
16119 WTCPUA Base Rate	26,241	26,898	(657)	131,205	134,490	(3,285)	322,776
16120 Reservation Fees	0	1,083	(1,083)	9,817	5,417	4,400	13,000
Total Water Service	74,301	81,731	(7,431)	369,259	408,657	(39,397)	985,776
Wastewater Service							
16202 Management & Ops CR-	6,221	5,833	387	30,278	29,167	1,111	70,000
16205 Maint & Repairs - Wastewater	5,889	1,250	4,639	15,713	6,250	9,463	15,000
16206 Maintenance & Repairs - LS	6,781	7,083	(302)	42,181	35,417	6,764	85,000
16209 Mowing - Wastewater	13,738	2,667	11,071	21,088	13,333	7,754	32,000
16212 Sludge Removal	5,932	3,500	2,432	24,768	17,500	7,268	42,000
16213 Supplies - Wastewater	119	0	119	312	0	312	0
16215 WWTP Lease Payments							
16215a WWTP Lease Payments - PH1	0	8,333	(8,333)	0	41,667	(41,667)	100,000
16215b WWTP Lease Payments - PH2	2,400	2,917	(517)	12,000	14,583	(2,583)	35,000
Total WWTP Lease Payments	2,400	11,250	(8,850)	12,000	56,250	(44,250)	135,000
16222 Management & Operations - DA	6,700	6,708	(8)	35,150	33,542	1,608	80,500
Total Wastewater Service	47,779	38,292	9,488	181,489	191,458	(9,969)	459,500
Garbage Service							
16301 Garbage Expense	15,692	14,583	1,109	76,476	72,917	3,560	175,000
Total Garbage Service	15,692	14,583	1,109	76,476	72,917	3,560	175,000
Storm Water Quality							
16403 Landscaping - Ponds	26,850	14,167	12,683	99,151	70,833	28,317	170,000
Total Storm Water Quality	26,850	14,167	12,683	99,151	70,833	28,317	170,000
Tap Connection							
16502 Inspection Expense	1,620	2,500	(880)	11,681	12,500	(820)	30,000

Actual vs. Budget Comparison

Headwaters MUD - GOF



	May 2025			January 2025 - May 2025			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures							
Total Tap Connection	1,620	2,500	(880)	11,681	12,500	(820)	30,000
Parks & Recreation Service							
16601 Lakes/Parks Maintenance	0	0	0	1,000	0	1,000	0
Total Parks & Recreation Service	0	0	0	1,000	0	1,000	0
Administrative Service							
16703 Legal Fees	2,258	4,167	(1,909)	17,273	20,833	(3,561)	50,000
16705 Auditing Fees	0	0	0	12,500	12,500	0	12,500
16706 Engineering Fees	0	0	0	589	0	589	0
16708 Financial Advisor Fees	0	0	0	0	0	0	3,000
16710 Website Hosting	0	83	(83)	610	417	193	1,000
16712 Bookkeeping Fees	7,979	11,867	(3,888)	38,488	45,081	(6,593)	90,000
16714 Printing & Office Supplies	74	125	(51)	793	625	168	1,500
16715 Filing Fees	43	21	22	129	104	25	250
16716 Delivery Expense	0	63	(63)	173	313	(139)	750
16717 Postage	41	63	(21)	261	313	(51)	750
16718 Insurance & Surety Bond	0	0	0	28,897	45,000	(16,103)	45,000
16721 Meeting Expense	262	250	12	1,689	1,250	439	3,000
16722 Bank Service Charge	1,077	625	452	4,774	3,125	1,649	7,500
16723 Travel Expense	228	208	20	962	1,042	(80)	2,500
16724 Publication Expense (SB 622)	0	0	0	0	0	0	1,000
16725 Tax Assessor/Appraisal	0	0	0	36,272	34,792	1,480	35,000
16726 Delinquent Tax Attorney Expense	0	0	0	0	0	0	1,000
16728 Record Storage Fees	42	42	1	211	208	3	500
16736 Meter Subscription Fees	934	833	100	4,525	4,167	358	10,000
16737 Engineering Fees- MW	0	5,833	(5,833)	17,488	29,167	(11,679)	70,000
Total Administrative Service	12,938	24,179	(11,242)	165,632	198,936	(33,304)	335,250
Payroll Expense							
17101 Payroll Expenses	884	625	259	3,978	3,125	853	7,500
17102 Payroll Administration	50	50	0	250	250	0	600
17103 Payroll Tax Expense	68	63	5	304	313	(8)	750
Total Payroll Expense	1,002	738	264	4,532	3,688	845	8,850
Other Expense							
17802 Miscellaneous Expense	0	0	0	0	2,917	(2,917)	5,000
Total Other Expense	0	0	0	0	2,917	(2,917)	5,000
Total Expenditures	180,182	176,190	3,992	909,220	961,905	(52,685)	2,169,376
Total Revenues (Expenditures)	29,684	(22,141)	51,825	408,449	328,047	80,402	476,331

Actual vs. Budget Comparison

Headwaters MUD - GOF



	May 2025			January 2025 - May 2025			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Other Expenditures							
Capital Outlay							
17901 Capital Outlay	0	0	0	16,781	16,781	0	50,000
17904 CO - Park	0	0	0	11,025	12,000	(975)	414,000
Total Capital Outlay	0	0	0	27,806	28,781	(975)	464,000
Extra Ordinary Expense							
18101 Transfer To Capital Projects	87	0	87	492	0	492	0
Total Extra Ordinary Expense	87	0	87	492	0	492	0
Total Other Expenditures	87	0	87	28,298	28,781	(483)	464,000
Total Other Revenues (Expenditures)	(87)	0	(87)	(28,298)	(28,781)	483	(464,000)
Excess Revenues (Expenditures)	29,597	(22,141)	51,738	380,152	299,266	80,886	12,331

Balance Sheet as of 05/31/2025

Headwaters MUD - GOF



Assets

Bank

11101 Cash in Bank	\$468,261
11102 Operator	11,087
11103 Bookkeepers	53,406
11104 Lockbox	7,446

Total Bank \$540,199

Investments

11201 Time Deposits	\$3,715,833
---------------------	-------------

Total Investments \$3,715,833

Receivables

11301 Accounts Receivable	\$213,656
11303 Maintenance Tax Receivable	3,736

Total Receivables \$217,392

Interfund Receivables

11401 Due From Capital Projects	\$77
11402 Due From Debt Service	2,614

Total Interfund Receivables \$2,691

Total Assets

\$4,476,116

Liabilities & Equity

Liabilities

Accounts Payable

12101 Accounts Payable	\$469,235
------------------------	-----------

Total Accounts Payable \$469,235

Other Current Liabilities

12206 Due To Others	\$90,313
---------------------	----------

Total Other Current Liabilities \$90,313

Interfund Payables

12402 Due To Debt Service	\$63
---------------------------	------

Total Interfund Payables \$63

Deferrals

12502 Deferred Inflows Property Taxes	\$3,736
---------------------------------------	---------

Total Deferrals \$3,736

Deposits

12601 Customer Meter Deposits	\$183,490
12604 Commercial Review Fee -Oryx Dev	5,000
12605 Skye Headwaters - Review Fee	(10,295)
12609 Dripping Springs ISD Rev Fee	2,060

Total Deposits \$180,255

Total Liabilities \$743,602

Balance Sheet as of 05/31/2025

Headwaters MUD - GOF



Liabilities & Equity

Equity

Unassigned Fund Balance

13101 Unassigned Fund Balance

\$3,352,362

Total Unassigned Fund Balance

\$3,352,362

Net Income

\$380,152

Total Equity

\$3,732,514

Total Liabilities & Equity

\$4,476,116

Monthly Financial Summary - Capital Projects Fund

Headwaters MUD - CPF

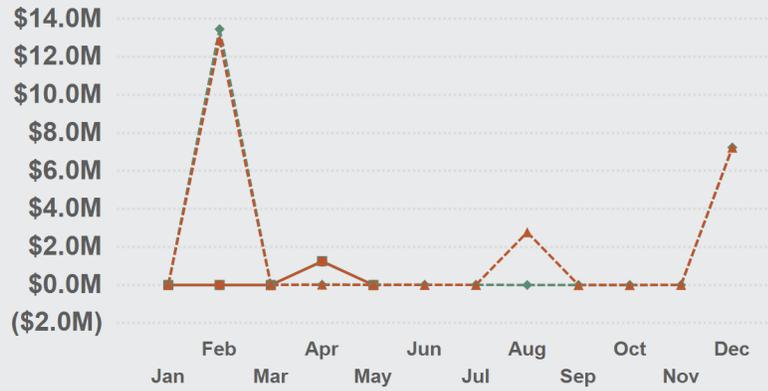


Account Balance Summary

Balance as of 05/16/2025	\$46,508
Receipts	163
Disbursements	(77)
Balance as of 06/19/2025	\$46,594

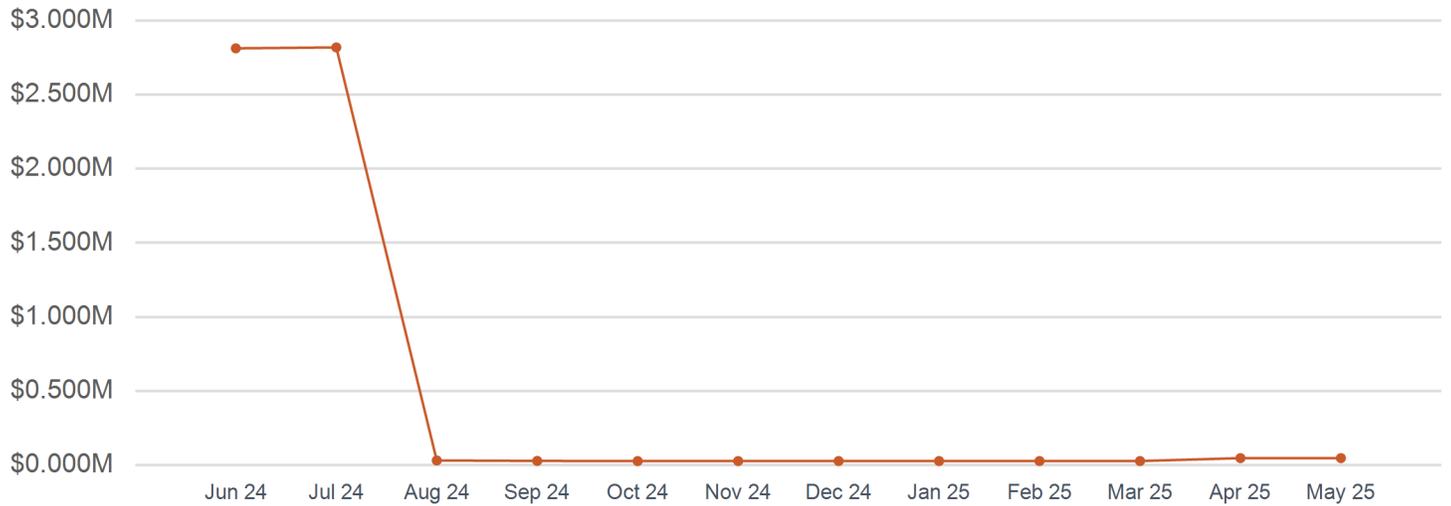
Overall Revenues & Expenditures By Month (Year to Date)

— Current Year Revenues - - - Prior Year Revenues
— Current Year Expenditures - - - Prior Year Expenditures



Account Balance By Month | June 2024 - May 2025

— CAPITAL PROJECTS FUND



Cash Flow Report - Checking Account

Headwaters MUD - CPF



Number	Name	Memo	Amount	Balance
Balance as of 05/16/2025				\$3,024.46
Receipts				
	Interest Earned on Checking		0.12	
Total Receipts				\$0.12
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				\$0.00
Balance as of 06/19/2025				\$3,024.58

District Debt Summary as of 06/19/2025

Headwaters MUD - DSF



		WATER, SEWER, DRAINAGE	PARK/ROAD/OTHER	REFUNDING
Total \$ Authorized		Authorized	Authorized	Authorized
\$119.25M		\$64.70M	\$54.55M	\$178.87M
Total \$ Issued		Issued	Issued	Issued
\$91.50M		\$49.09M	\$42.41M	N/A
Yrs to Mat	Rating	\$ Available To Issue	\$ Available To Issue	\$ Available To Issue
24	AA	\$15.61M	\$12.14M	\$178.87M

*Actual 'Outstanding' Refunding Bonds issued below may differ from the 'Issued' total above pursuant to Chapter 1207, Texas Government Code.

Outstanding Debt Breakdown

Series Issued	Original Bonds Issued	Maturity Date	Principal Outstanding
2025 - Road	\$1,280,000	2049	\$1,280,000
2024A - Road	\$7,500,000	2049	\$7,500,000
2024 - Road	\$13,900,000	2048	\$13,900,000
2023A - WS&D	\$35,000,000	2048	\$35,000,000
2023 - WS&D	\$4,740,000	2047	\$4,690,000
2022 - WS&D	\$5,210,000	2047	\$5,210,000
2021 - WS&D	\$4,140,000	2046	\$4,010,000
2021 - Road	\$5,805,000	2046	\$5,625,000
2020A - Road	\$3,740,000	2044	\$3,410,000
2020 - Road	\$4,500,000	2044	\$4,155,000
2018 - Road	\$2,685,000	2043	\$2,400,000
2017 - Road	\$3,000,000	2042	\$2,590,000
Total	\$91,500,000		\$89,770,000

District Debt Schedule

Headwaters MUD - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of Texas	2024A - Road	\$0.00	\$212,801.04	\$212,801.04
Bank of Texas	2024 - Road	\$0.00	\$271,703.13	\$271,703.13
Bank of Texas	2023A - WS&D	\$690,000.00	\$813,400.00	\$1,503,400.00
Bank of Texas	2023 - WS&D	\$105,000.00	\$97,975.00	\$202,975.00
Bank of Texas	2022 - WS&D	\$120,000.00	\$118,068.75	\$238,068.75
Bank of Texas	2021 - WS&D	\$130,000.00	\$50,725.00	\$180,725.00
Bank of Texas	2021 - Road	\$185,000.00	\$63,900.00	\$248,900.00
Bank of Texas	2020A - Road	\$120,000.00	\$44,034.38	\$164,034.38
Bank of Texas	2020 - Road	\$280,000.00	\$68,070.63	\$348,070.63
Bank of Texas	2018 - Road	\$80,000.00	\$52,119.38	\$132,119.38
Bank of Texas	2017 - Road	\$95,000.00	\$50,042.50	\$145,042.50
Total Due 08/15/2025		\$1,805,000.00	\$1,842,839.81	\$3,647,839.81

Paying Agent	Series	Principal	Interest	Total
Bank of Texas	2025 - Road	\$0.00	\$45,877.90	\$45,877.90
Bank of Texas	2024A - Road	\$0.00	\$156,984.38	\$156,984.38
Bank of Texas	2024 - Road	\$0.00	\$271,703.13	\$271,703.13
Bank of Texas	2023A - WS&D	\$0.00	\$792,700.00	\$792,700.00
Bank of Texas	2023 - WS&D	\$0.00	\$94,825.00	\$94,825.00
Bank of Texas	2022 - WS&D	\$0.00	\$114,768.75	\$114,768.75
Bank of Texas	2021 - WS&D	\$0.00	\$48,775.00	\$48,775.00
Bank of Texas	2021 - Road	\$0.00	\$59,275.00	\$59,275.00
Bank of Texas	2020A - Road	\$0.00	\$41,034.38	\$41,034.38
Bank of Texas	2020 - Road	\$0.00	\$64,308.13	\$64,308.13
Bank of Texas	2018 - Road	\$0.00	\$50,619.38	\$50,619.38
Bank of Texas	2017 - Road	\$0.00	\$48,522.50	\$48,522.50
Total Due 02/15/2026		\$0.00	\$1,789,393.55	\$1,789,393.55

Investment Profile as of 06/19/2025

Headwaters MUD

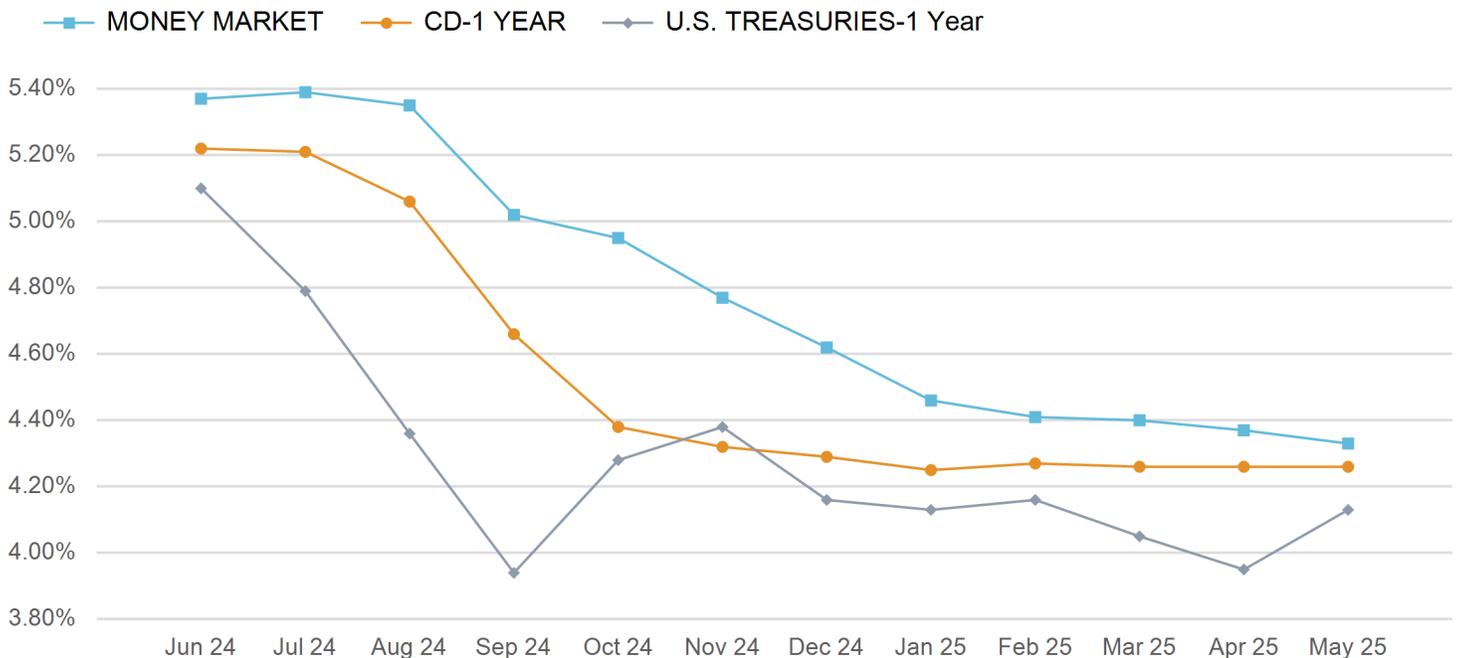


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$4,000,182	Funds Available to Invest \$46,594	Funds Available to Invest \$6,155,615	Funds Available to Invest N/A
Funds Invested \$3,718,462	Funds Invested \$43,570	Funds Invested \$6,155,615	Funds Invested N/A
Percent Invested 93%	Percent Invested 94%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	4.38%	180 Days	4.34%	180 Days	4.31%
		270 Days	4.30%	270 Days	4.31%
		1 Yr	4.29%	1 Yr	4.11%
		13 Mo	1.86%	13 Mo	N/A
		18 Mo	3.45%	18 Mo	4.11%
		2 Yr	2.46%	2 Yr	3.92%

*Rates are based on the most current quoted rates and are subject to change daily.

Investment Rates Over Time (By Month) | June 2024 - May 2025



Account Balance as of 06/19/2025

Headwaters MUD - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0001)	03/26/2025		4.42%	3,680,062.48	
TEXAS CLASS (XXXX0002)	03/26/2025		4.42%	38,399.06	Park Fees
Checking Account(s)					
FIRST CITIZENS BANK-CKING (XXXX0821)			0.05%	75,000.00	Bookkeepers
FIRST CITIZENS BANK-CKING (XXXX0848)			0.05%	188,187.94	Cash In Bank
FIRST CITIZENS BANK-CKING (XXXX2439)			0.05%	7,446.00	Lockbox
PNC (XXXX6888)			0.01%	11,086.54	Operator
Totals for General Operating Fund				\$4,000,182.02	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0005)	03/26/2025		4.42%	24,118.88	Series 2023A
TEXAS CLASS (XXXX0006)	04/08/2025		4.42%	19,450.95	Series 2025 Road
Checking Account(s)					
FIRST CITIZENS BANK-CKING (XXXX4174)			0.05%	3,024.58	Checking Account
Totals for Capital Projects Fund				\$46,594.41	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0003)	03/26/2025		4.42%	6,155,615.31	
Totals for Debt Service Fund				\$6,155,615.31	

Grand Total for Headwaters MUD :

\$10,202,391.74

TAX ANALYSIS FISCAL YEAR END 12/2025
HEADWATERS MUD

	TAX YEARS			TAX YEARS			GRAND TOTALS			
	2024			2023			TOTAL	TOTAL	TOTAL	ROLLBACKS
	DSF	M&O	TOTAL	DSF	M&O	TOTAL				
PERCENTAGE	88.89%	11.11%	100.00%	72.22%	27.78%	100.00%				
TAX LEVY	3,664,466.95	458,058.37	4,122,525.32	1,663.37	639.76	2,303.13				
Jan 2024										
TAXES	3,266,687.56	408,335.94	3,675,023.50	(692.13)	(266.21)	(958.34)	3,265,942.11	408,046.28	3,673,988.39	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
							3,265,942.11	408,046.28	3,673,988.39	4,350.38
Feb 2024										
TAXES	316,019.72	39,502.46	355,522.18	0.00	0.00	0.00	316,019.72	39,502.46	355,522.18	
PENALTY	2,052.99	256.62	2,309.61	0.00	0.00	0.00	2,052.99	256.62	2,309.61	
							318,072.71	39,759.08	357,831.79	
Mar 2024										
TAXES	27,453.13	3,431.64	30,884.77	1,407.45	541.33	1,948.77	28,860.57	3,972.97	32,833.54	
PENALTY	1,743.64	217.96	1,961.60	281.49	108.26	389.75	2,025.13	326.22	2,351.35	
							30,885.70	4,299.19	35,184.89	
Apr 2024										
TAXES	18,969.78	2,371.22	21,341.00	0.00	0.00	0.00	18,969.78	2,371.22	21,341.00	
PENALTY	1,939.84	242.48	2,182.32	0.00	0.00	0.00	1,939.84	242.48	2,182.32	
							20,909.62	2,613.70	23,523.32	
May 2024										
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
							0.00	0.00	0.00	
June 2024										
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
							0.00	0.00	0.00	
July 2024										
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
							0.00	0.00	0.00	
Aug 2024										
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
							0.00	0.00	0.00	
Sep 2024										
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
							0.00	0.00	0.00	
Oct 2024										
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
							0.00	0.00	0.00	
Nov 2024										
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
							0.00	0.00	0.00	
Dec 2024										
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
							0.00	0.00	0.00	
TOTALS	3,634,866.65	454,358.33	4,089,224.98	996.80	383.38	1,380.18				
TAXES	3,629,130.18	453,641.27	4,082,771.45	715.31	275.12	990.43	3,629,792.18	453,892.93	4,083,685.11	
ROLLBACKS				3,141.94	1,208.44	4,350.38	3,141.94	1,208.44	4,350.38	
PENALTY	5,736.47	717.06	6,453.53	281.49	108.26	389.75	6,017.96	825.32	6,843.28	
TOTALS	3,634,866.65	454,358.33	4,089,224.98	4,138.74	1,591.82	5,730.56	3,638,952.07	455,926.70	4,094,878.77	
ROLLBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ADJUSTMENTS	(6,233.79)	(779.22)	(7,013.01)	(692.13)	(266.21)	(958.34)	(6,979.23)	(1,068.89)	(8,048.12)	
TAX										
DUE @			99.20%				TOTAL DS A/R	TOTAL GOF A/R	TOTAL TAX	
4/30/2025	29,102.99	3,637.87	32,740.86	255.93	98.43	354.36	29,358.91	3,736.31	33,095.22	
TAX RATES	0.8000	0.1000	0.9000	0.6500	0.2500	0.9000				

Capital Projects Fund Breakdown

Headwaters MUD
As of Date 06/19/2025

Balances by Bond Series

Bond Proceeds - Series 2023A	27,143.46
Bond Proceeds - Series 2025 Roads	19,450.95
Total Cash Balance	\$46,594.41

Remaining Costs/Surplus By Bond Series

Remaining Costs - Series 2023A	0.00
Remaining Costs - Series 2025 Roads	0.00
Total Amount in Remaining Costs	\$0.00

Surplus & Interest - Series 2023A	27,143.46
Surplus & Interest - Series 2025 Roads	19,450.95
Total Surplus & Interest Balance	\$46,594.41

Total Remaining Costs/Surplus	\$46,594.41
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