

Water Conservation and Drought Contingency Plan City of Keene 2024

Adopted in June 2025

Prepared By:

JACOB | MARTIN

3465 Curry Lane / Abilene, TX / 79606

jacobmartin.com

TABLE OF CONTENTS

Water Conservation Plan

<i>Section 1.1</i>	General
<i>Section 1.2</i>	Utility Profile
<i>Section 1.3</i>	Water Conservation Goals
<i>Section 1.4</i>	Schedule for Implementing Plan to Achieve Targets and Goals
<i>Section 1.5</i>	Tracking Targets and Goals
<i>Section 1.6</i>	Metering Devices
<i>Section 1.7</i>	Water Use/ Water Loss
<i>Section 1.8</i>	Continuing Public Education Information
<i>Section 1.9</i>	Non-Promotional Water Rate Structure
<i>Section 1.10</i>	Enforcement Procedure & Plan Adoption
<i>Section 1.11</i>	Coordination with Region G Planning Group
<i>Section 1.12</i>	Plan Review and Update

2.0 Drought Contingency Plan

<i>Section 2.1</i>	Declaration of Policy, Purpose, and Intent
<i>Section 2.2</i>	Public Involvement
<i>Section 2.2</i>	Threshold Conditions
<i>Section 2.3</i>	Public Involvement
<i>Section 2.4</i>	Water Customer Education
<i>Section 2.5</i>	Coordination with Regional Water Planning Group
<i>Section 2.6</i>	Authorization
<i>Section 2.7</i>	Application
<i>Section 2.8</i>	Definitions
<i>Section 2.9</i>	Criteria for Initiation/Termination of Drought Response Stages
<i>Section 2.10</i>	Drought Response Stages

Section 2.11 Pro Rata Water Allocation

Section 2.12 Enforcement

Section 2.13 Variances

Section 2.14 Severability

ATTACHMENTS

Attachment 1 Ordinance Adopting Water Conservation and Drought Contingency Plan

Attachment 2 Water Supply Agreement with Provider- Johnson County SUD

Attachment 3 Public Water Supply Utility Profile, Water Loss Audit, Goal Table

Attachment 4 Letter to Regional Water Planning Group

WATER CONSERVATION PLAN

1.1 General

This Conservation Plan has been developed to meet the requirements of 30 TAC §288.2 for the City of Keene which is a retail public water supplier of treated water to residents located in Johnson County.

1.2 Utility Profile

See Attachment #2- Texas Water Development Board (TWDB) Utility Profile (Form --TWDB-1965)

The City of Keene pulls ground water from the Trinity Aquifer and purchases treated water from Johnson Co Special Utility District. Keene currently provides water for a retail population of approximately 6346. The municipal use public water supply utility profile for Keene is included in Attachment #3.

The City's ground water is pumped to six ground storage tanks and two elevated tanks. The purchased treated water is pumped to their ground storage tank. Keene has two elevated storage tanks and 6 ground storage tanks serve approximately 2295 service connections.

1.3 Water Conservation Goals

Five year (2024-2029) per capita water usage figures are shown in the table below for residential usage and overall usage. Five and ten-year reductions are also shown for both types. These 5- and 10-year goals are in line with the overall water conservation goals outlined by both the State of Texas and the Region G Planning Group.

	5-yr. avg	5-year (2029) goal	10-year {2034}goal
Residential (gpcd)	93	90	87
Total (gpcd)	101	98	95
Water Loss (gpcd)	17	17	14

1.4 Schedule for Implementing Plan to Achieve Targets and Goals

The City will adhere to the following schedule, to achieve the targets and goals for water conservation:

1. Production meters on wells shall be tested annually
2. The City meter replacement program includes monitoring of the accuracy of existing meters annually and replacing meters as needed
3. Water audits shall be conducted annually:

- Real water losses shall be identified and corrected
 - Real water losses shall be minimized by replacement of deteriorating water mains and appurtenances by the City staff on an on-going basis
4. The City will make available for viewing at City Hall water conservation materials developed by the staff, materials obtained from the Texas Water Development Board, Texas Commission on Environmental Quality or other sources.
 5. The City has adopted the International Plumbing Code, and requires that all new construction or renovations in the city use water conserving fixtures

1.5 Tracking Targets and Goals

City staff shall track targets and goals by utilizing the following procedures:

- Logs shall be maintained for meter calibration, meter testing, and meter replacement programs
- Annual water audits shall be documented and kept in the Utility Department files
- Rates shall be tracked by means of ordinances adopted

1.6 Metering Devices

All metering devices used by the City to meter water purchased from Johnson Co SUD are accurate to within plus or minus 5%. The City repairs or replaces meters, which appear to have high or low water usage. Incorporated into the Water Conservation Plan, the City has set up the following meter testing schedule:

- Master Meters - calibrated once a year
- All distribution meters - monitored and tested when unusual flows are observed

The City has a computer billing system, which handles all the billing. The system compares meter readings monthly and notes dramatic changes.

1.7 Water Use/ Water Loss

The City utilizes a record management program which includes water purchased, water sold, water loss and daily average water usage. In addition, the City separates water users and sales into categories of residential, commercial and industrial on the Excel Spread sheet that tracks monthly gallons of water for each category. The detailed record management can be found on both the City's Excel Spread sheet and Billing Software. The City visually inspects distribution lines for leaks on a daily basis and repairs reported and visually detected leaks in a timely manner.

1.8 Continuing Public Education Information

At their main office, the City has posted information. As well as provided pre-printed brochures, etc. pertaining to water conservation, which water customers can view and pickup at their convenience. The City also holds monthly council meetings that are open to the public, where questions and comments can be discussed pertaining to water conservation. The City periodically sends mail

outs to its customers. The mail outs include information and educational tips pertaining to water conservation.

1.9 Non-Promotional Water Rate Structure

The City has adopted a non-promotional water rate structure as outlined below. With a water rate structure which includes a per thousand gallon charge, the City shifts the cost of supplying water to those customers who use water the most. The rates contained in this plan are subject to change as deemed appropriate and necessary by City Council.

Residential Water Rates:	Inside City Limits	Outside City Limits
Base Rate (includes 1st 1,000 gallons)	\$25.00	\$37.50
Each additional 1,000 gallons up to 20,000	\$8.70	\$13.05
Each additional 1,000 gallons up to 75,000	\$9.20	\$13.80
Each additional 1,000 gallons over 75,000	\$10.20	\$15.30

Commercial Water Rates: (all RV parks are required to have a 2" water meter)

Base Rates (includes 1st 1,000 gallons):	¾" Meter - \$66.50
Each additional 1,000 gallons up to 20,000	\$8.70
Each additional 1,000 gallons up to 75,000	\$9.20
Each additional 1,000 gallons over 75,000	\$10.20

1½" Meter - \$133.00

2" – 4" Meter - \$320.00

1.10 Enforcement Procedure & Plan Adoption

This water conservation plan has been adopted by the City on _____ and a copy of the Ordinance adopting the Plan is included in Attachment #1. The adopted Plan will be enforced by the City by providing water service only to customers complying with the Plan and discontinuing service to customers who do not pay their water bills or refuse to comply with the Plan.

1.11 Coordination with Region G Planning Group

The service area of the City of Keene is located within the Region G water planning area and the City has provided a copy of this water conservation plan to Region G Planning Group. A copy of the cover letter is provided in Attachment #4.

1.12 Plan Review and Update

The City will review and update this water conservation plan, as needed, based on new or updated information, such as adoption or revision of the regional water plan. The water conservation plan will be updated again before December 9, 2029 and every five (5) years thereafter

DROUGHT CONTINGENCY PLAN

2.1 Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of the City's water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, City of Keene hereby adopts the following regulations and restrictions on the delivery and consumption of water through an ordinance (see Attachment #1).

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 2.12 of this Plan.

2.2 Public Involvement

Opportunity for the public water customers to provide input into the preparation of the Plan was provided by City of Keene means of scheduling and providing public notice of a public meeting to accept input on the Plan.

2.3 Threshold Conditions

Threshold conditions have been established for the critical situations listed below. They correspond to mild, moderate, and severe occurrences. The City of Keene will utilize the threshold conditions when determining the degree of urgency for initiation of the Drought Contingency plan. The threshold conditions may be created by one or more of the problems described below or by other conditions which may arise.

The City will implement the drought contingency measures, to the degree determined by their provider, Johnson Co SUD, and their triggering conditions when drought, contamination, or disaster conditions occur.

2.4 Public Involvement

Opportunity for the public water customers to provide input into the preparation of the Plan was provided by the City of Keene by means of scheduling a City Council Meeting to accept input on the Plan.

2.5 Water Customer Education

City of Keene will periodically provide the public water customers with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of newspaper, public service announcements, and signs in public areas. The radio station will also be informed.

2.6 Coordination with Regional Water Planning Group

The service area of City of Keene is located within the Region G Planning Group and the City of Keene has provided a copy of this Plan to the Region G Planning Group.

2.7 Authorization

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

2.8 Application

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

2.9 Definitions

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

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

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

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

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

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

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

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

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

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

- (a) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) Use of water from hydrants for construction purposes or any other purposes other than fire fighting.

2.10 Criteria for Initiation and Termination of Drought Response Stages

The City of Keene follows the Criteria for Initiation and Termination of Drought Response Stages as per the initiation of the Johnson Co Special Utility District (SUD) Drought Contingency response.

The City Mayor, or his/her designee, shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Customer notification of the initiation or termination of drought response stages will be notified via publication of the notice in the newspaper, public service announcements, and signs in public area. The radio station will also be informed.

The triggering criteria described below are based on actual data compiled on a daily, monthly and yearly basis from our purchased water system, Johnson Co SUD. At any time that the drought contingency plan is activated, or the drought stage changes, Johnson Co SUD will notify local wholesale customers, City of Keene.

The City Mayor, or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

1. Texas Commission On Environmental Quality is to be notified when mandatory restrictions are imposed.
2. Pro rata curtailment of water deliveries
3. Initiation of a Drought / Emergency Response Stage The General Manager or official designee may order the implementation of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met. When a drought stage is initiated, any or a combination of the following actions will be taken:
 - a. The public will be notified through local media, billing notice, mailers, and the Johnson CO CSUD Web site.

Utilization of alternative water sources and/or alternative delivery mechanisms:

The City of Keene doesn't have an alternative water source as they pull directly from their providers Johnson Co SUD, the City is a Surface Water System. There is currently no investments or research for alternative sources or delivery, however this could be up for potential planning.

Stage I-Mild Water Shortage

The City of Keene follows Johnson Co SUD Drought Contingency Plan and will be informed when a mild water shortage condition exists and the Total raw water supply in the Brazos Basin. The Regional Water Provider Supplying JCSUD declares Stage 1, such as:

- Total raw water supply in the REGIONAL WATER PROVIDER SUPPLYING JCSUD reservoirs drops below 75% (25% depleted) of conservation storage.
- Water demand for all or part of the REGIONAL WATER PROVIDER SUPPLYING JCSUD delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Water demand is projected to approach the limit of REGIONAL WATER PROVIDER SUPPLYING JCSUD's permitted supply.
- The REGIONAL WATER PROVIDER SUPPLYING JCSUD's supply source becomes contaminated.
- The REGIONAL WATER PROVIDER SUPPLYING JCSUD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- The District or the REGIONAL WATER PROVIDER SUPPLYING JCSUD's demand exceeds the amount that can be delivered to customers.
- The District or the REGIONAL WATER PROVIDER SUPPLYING JCSUD's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.

- The District or the REGIONAL WATER PROVIDER SUPPLYING JCSUD's water treatment or distribution system becomes contaminated.
- The District or the REGIONAL WATER PROVIDER SUPPLYING JCSUD's water supply system is unable to deliver water, due to the failure or damage of major water system components.
- The District or the REGIONAL WATER PROVIDER SUPPLYING JCSUD's plan may be implemented if other criteria dictate.

Requirements for Termination - Stage I of this Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of ten (10) consecutive days. Johnson Co SUD will notify the City of Keene via website and the news media of the termination of Stage I. The City of Keene will then notify their customers.

Goal for Use Reduction- the goal for water use reduction under Stage 1, Drought Watch, is to decrease use by five percent, the provider designee can set a goal for greater water use reduction.

Initiate mandatory restrictions to prohibit non-essential water use as follows:

- Prohibit hosing of paved areas, such as sidewalks, driveways, parking lots, tennis courts, patios, or other impervious surfaces, except to alleviate immediate health hazard.
- Prohibit hosing of buildings or other structures for purposes other than fire protection or surface preparation prior to painting.
- Prohibit using water in such a manner as to allow runoff or other waste, including:
 - (1) failure to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.
 - (2) operating a permanently installed irrigation system with:
 - a) a broken head; (b) a head that is out of adjustment and the arc of the spray head is over a street or parking lot; or (c) a head that is misting because of high water pressure; or
 - (3) during irrigation, allowing water:
 - a) to run off a property and form a stream of water in a street for 50 feet or greater; or
 - b) to pond in a street or parking lot to a depth greater than one quarter of an inch.
- Limit landscape watering with sprinklers or irrigation systems at each service address to a twice per week schedule as determined by the Water Operations Manager.

Exceptions:

- Foundations may be watered up to two hours on any day by handheld hose; or using a soaker hose or drip irrigation system placed within 24-inches of the foundation that does not produce a spray of water above the ground.
- New plantings, (first year) of shrubs, and trees may be watered up to two hours on any day by handheld hose, drip irrigation, or a soaker hose. Tree watering is limited to an area not to exceed the drip line of a tree.
- Restrictions do not apply to locations having their own well water pumping system or treated wastewater effluent for irrigation.
- Outdoor watering at service addresses with large multi-station irrigation systems may take place in accordance with a variance granted by the General Manager or the Water

Operations Manager, if he determines that a property cannot be completely irrigated with an average of three-quarters of an inch of water in a single day, and that the property should be divided into sections to be irrigated on different days.

- Establishing new turf is discouraged. If new hydro-mulch, grass sod, or grass seed is installed, there are no watering restrictions for the first 30 days while it is being established. After that, the watering restrictions set forth in this stage apply.
- Washing of any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle shall be limited to the use of a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the premises of a commercial car wash or commercial service station. Further, such washing may be exempt from these requirements if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- Encourage reduction in frequency of draining and refilling swimming pools.
- Encourage use of Texas native and drought tolerant plants in landscaping

Stage II- Moderate Water Shortage

The City of Keene follows Judson Co SUD Drought Contingency Plan and will be informed when a moderate water shortage condition exists and the Total raw water supply in the Brazos Basin. The Regional Water Provider Supplying JCSUD declares Stage 2, such as:

- Total raw water supply in REGIONAL WATER PROVIDER SUPPLYING JCSUD reservoirs drops below 60% (40% depleted) of conservation storage.
- Water demand for all or part of the REGIONAL WATER PROVIDER SUPPLYING JCSUD delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Water demand is projected to approach the limit of REGIONAL WATER PROVIDER SUPPLYING JCSUD's permitted supply.
- REGIONAL WATER PROVIDER SUPPLYING JCSUD's supply source becomes contaminated.
- The REGIONAL WATER PROVIDER SUPPLYING JCSUD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- The REGIONAL WATER PROVIDER SUPPLYING JCSUD General Manager, with the concurrence of the REGIONAL WATER PROVIDER SUPPLYING JCSUD Board of Directors, finds that conditions warrant the declaration of a Stage 2 drought.
- The District or the REGIONAL WATER PROVIDER SUPPLYING JCSUD's demand exceeds production capacity of the amount that can be delivered to customers for 1 day.
- JCSUD for all or part of the delivery system equals or exceeds delivery capacity because delivery capacity is inadequate.
- JCSUD water treatment or distribution system becomes contaminated.
- JCSUD water supply system is unable to deliver water due to the failure or damage of major water system components.
- JCSUD plan may be implemented if other criteria dictate.

Requirements for Termination - Stage II of this Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period often (10) consecutive days. Upon

termination of Stage II, Stage I becomes operative. Johnson Co SUD will notify the City of Keene via website and the news media of the termination of Stage II. The City of Keene will then notify their customers.

Goal for Use Reduction- The goal for water use reduction under Stage 2, Drought Warning, is to decrease use by ten percent.

Initiate mandatory restrictions to prohibit non-essential water use as

follows:

Landscape watering with sprinklers or irrigation systems at each service address is limited to once every seven days. Outdoor watering schedule to be determined by the Water Operations Manager.

Exceptions:

- Foundations may be watered for up to two hours on any one day of the week by handheld hose; or using a soaker hose or drip irrigation system placed within 24-inches of the foundation that does not produce a spray of water above the ground.
- New plantings, (first year) of shrubs and trees may be watered up to two hours on any day by handheld hose, drip irrigation, or a soaker hose. Tree watering is limited to an area not to exceed the drip line of a tree.
- Restrictions do not apply to locations having their own well water pumping system or treated wastewater effluent for irrigation.
- Outdoor watering at service addresses with large multi-station irrigation systems may take place in accordance with a variance granted by the General Manager or the Water Operations Manager, if he determines that a property cannot be completely irrigated with an average of three-quarters of an inch of water in a single day, and that the property should be divided into sections to be irrigated on different days.
- Public is encouraged to wait until the current drought or emergency has passed before establishing new landscaping. If new hydro-mulch, grass sod, or grass seed is installed, there are no watering restrictions for the first 30 days while it is being established. After that, the watering restrictions set forth in this stage apply.
- Prohibit use of water for dust control, except as required to protect public health.
- Prohibit the operation of ornamental fountains or ponds that use potable water except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- Prohibit filling of swimming pools with automatic valves.

Stage III-Severe Water Shortage

The City of Keene follows the City of Johnson Co SUD Drought Contingency Plan and will be informed when a severe water shortage condition exists the Total raw water supply in the Brazos Basin. The Regional Water Provider Supplying JCSUD declares Stage 3, such as:

- Total raw water supply in REGIONAL WATER PROVIDER SUPPLYING JCSUD reservoirs drops below 45% (55% depleted) of conservation storage.
- Water demand for all or part of the REGIONAL WATER PROVIDER SUPPLYING JCSUD delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Water demand is projected to approach or exceed the limit of REGIONAL WATER PROVIDER SUPPLYING JCSUD 's permitted supply.
- REGIONAL WATER PROVIDER SUPPLYING JCSUD 's supply source becomes contaminated.
- REGIONAL WATER PROVIDER SUPPLYING JCSUD 's water supply system is unable to deliver water due to the failure or damage of major water system components.
- REGIONAL WATER PROVIDER SUPPLYING JCSUD finds that conditions warrant the declaration of a Stage 3 drought.
- JCSUD and/or the REGIONAL WATER PROVIDER SUPPLYING JCSUD 's demand exceeds production capacity of the amount that can be delivered to customers for 2 consecutive days.
- JCSUD and/or the REGIONAL WATER PROVIDER SUPPLYING JCSUD 's demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Natural or man-made contamination of the water supplier's treatment or distribution system.
- JCSUD and/or the REGIONAL WATER PROVIDER SUPPLYING JCSUD 's water supply system is unable to deliver water due to the failure or damage of major water system components.
- JCSUD's plan may be implemented if other criteria dictate.

Requirements for Termination - Stage III of this Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of ten (10) consecutive days. Upon termination of Stage III, Stage II becomes operative. Johnson Co SUD will notify the City of Keene via website and the news media of the termination of Stage II. The City of Keene will then notify their customers.

Goals for Use Reduction- The goal for water use reduction under Stage 3, Drought Emergency, is to decrease water use by 20 percent.

Initiate mandatory restrictions to prohibit non-essential water use as follows:

Prohibit landscape watering

Exceptions:

- Foundations may be watered up to two hours on any day by handheld hose; or using a soaker hose or drip irrigation system placed within 24-inches of the foundation that does not produce a spray of water above the ground.
- Trees may be watered for up to two hours on any day by handheld hose, drip irrigation, or a soaker hose. Tree watering is limited to an area not to exceed the drip line of a tree.
- Prohibit establishment of new landscaping.
- Vehicle washing is restricted to commercial car wash or commercial service station and can only be done as necessary for health, sanitation, or safety reasons, including but not

limited to the washing of garbage trucks and vehicles used to transport food and other perishables. All other vehicle washing is prohibited.

- Prohibit the draining, filling, or refilling of swimming pools, wading pools and Jacuzzi type pools. Existing private and public pools may add water to maintain pool levels; however, they may not be refilled using automatic fill valves.

2.12 ENFORCEMENT

- (a)** No person shall knowingly or intentionally allow the use of water from the City of Keene for residential, commercial, industrial, agricultural, governmental, 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 pursuant to action taken by the City Manager, or his/her designee, in accordance with provisions of this Plan.
- (b)** Any person who violates this Plan is guilty and, shall be punished by a fine of not less than fifty dollars (\$50) and not more than two hundred and fifty dollars (\$250). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$35, and any other costs incurred by the City of Keene in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.
- (c)** Mandatory water use restrictions may be imposed in Stages 1, 2, and 3 drought stages. These mandatory water use restrictions will be enforced by warnings and penalties as follows:
 - On the first violation, customers will be given a written warning that they have violated the mandatory water use restriction.
 - On the second and subsequent violations, citations may be issued to customers, with minimum and maximum fines established by ordinance.
 - On the third and subsequent violations, the utility may disconnect water service or restrict the flow to the customer.

2.13 VARIANCES

The City Manager, or his/her designee(s), may, in writing, grant a variance to the pro rata water allocation policies provided by this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety and if one or more of the following conditions are met.

- 1.** Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other conditions for which this Plan is in effect.

2. Alternate methods can be implemented which will achieve the same level of reduction in water use.

Customers requesting a variance from the provisions of this Plan shall file a petition for variance with the City Manager within five days after pro rata allocation has been invoked. All petitions for variance shall be reviewed by the City Manager, or his/her designee(s), and shall include the following:

- a.** Name and address of the petitioner(s).
- b.** Detailed statement with supporting data and information under the policies and procedures established in the Plan adversely affects the petitioner or what damage or will occur to the petitioner or others if the petitioner complies with the Ordinance.
- c.** Description of the relief requested.
- d.** Period of time for which the variance is sought.
- e.** Alternative measures the petitioner is taking or purpose to take to meet the intent of this Plan and the compliance date.
- f.** Other pertinent information.

A variance granted by the City Manager shall be subject to the following conditions, unless waived or modified by the City Council:

- 1.** Variances granted shall include a timetable for compliance.
- 2.** Variances granted shall expire when this Plan is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

SEVERABILITY

It is hereby declared to be the intention of the City of Keene that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the City of Keene without the incorporation into this Plan of any such unconstitutional phrase, clause, sentences, paragraph, or section.

Attachment 1:

Ordinance Adopting Water Conservation and Drought Contingency Plan

ORDINANCE NO. 2025-684

AN ORDINANCE OF THE CITY OF KEENE, TEXAS, ADOPTING A WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN; ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES; ESTABLISHING RESTRICTIONS ON CERTAIN WATER USES; ESTABLISHING PENALTIES FOR THE VIOLATION OF AND PROVISIONS FOR ENFORCEMENT OF THESE RESTRICTIONS; ESTABLISHING PROCEDURES FOR GRANTING VARIANCES; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Keene, Texas recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought;

WHEREAS, the City recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes;

WHEREAS, Sections 11.1271 and 11.1272 of the Texas Water Code and 30 Tex. Admin. Code 288.22, applicable rules of the Texas Commission on Environmental Quality require all public water supply systems and wholesale water systems in Texas to prepare a water conservation plan; and

WHEREAS, as authorized under law, and in the best interests of the citizens of Keene, Texas, the City Council deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF KEENE, TEXAS:

SECTION 1.

That the City of Keene, Texas Water Conservation Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the City.

SECTION 2.

That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3.

Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid,

illegal or unconstitutional.

SECTION 4.

This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED BY THE CITY OF KEENE, TEXAS, on the 10th day of June,
2025

APPROVED:

Lisa Paul
MAYOR

ATTESTED TO:

Holly Russell
CITY SECRETARY

APPROVED AS TO FORM:

ANDY MESSER
CITY ATTORNEY

Attachment 2: Water Supply Agreement with Provider- Johnson County SUD

JCSUD Agreement For The Sale And
Delivery of Treated Water - Wholesale Customer –
City of Keene, Texas

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This Agreement for the Sale and Delivery of Treated Water (the "Agreement") is entered into this 26 day of January, 2012 by and between authorized representatives of Johnson County Special Utility District, a special utility district operating under and governed by the provisions of Texas Water Code Chapters 49 and 65, as amended, and Article XVI, Section 59 of the Texas Constitution, ("JCSUD") and the City of Keene a home-rule City created under the law of Texas City ("KEENE"), (JCSUD and KEENE are hereinafter collectively referred to as the "Parties").

Recitals

WHEREAS, JCSUD is a special utility district operating under and governed by the laws of the State of Texas, with its certificated service area extending into portions of Ellis, Johnson, Hill and Tarrant Counties, Texas; and

WHEREAS, KEENE is a City operating under and governed by the laws and Constitution of the State of Texas, with its facilities and service area lying and being situated within the County of Johnson, State of Texas; and

WHEREAS, at the present time, JCSUD has available a supply of Treated Water which it can provide, and owns, operates, and maintains facilities for storing, treating and transmitting Treated Water; and

WHEREAS, the Parties desire to cooperate to ensure that the customers of JCSUD and KEENE have adequate and dependable water service available; and

WHEREAS, JCSUD and KEENE concur that the terms, conditions and considerations stated herein are fair, just and reasonable and will mutually benefit the Parties and serve the public interest; and

NOW, THEREFORE, pursuant to *Chapter 791, Texas Government Code*, and as otherwise authorized and permitted by the laws of the State of Texas for and in consideration of the covenants, conditions and undertakings hereinafter described, and other good and valuable consideration the adequacy, receipt and sufficiency of which are hereby acknowledged, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

ARTICLE I
Findings and Purpose

- 1.1 Recitals.** The recitals hereinabove set forth are incorporated herein for all purposes and are found to be true and correct.

- 1.2 No Grant of Equity or Ownership.** Unless otherwise stated in a separate agreement the TREATED WATER OPTIMIZATION AGREEMENT: INCREASED RELIABILITY FOR THE PROVISION OF TREATED WATER DELIVERY CAPACITY between the parties, no provision of this Agreement shall be construed to create any type of joint or equity ownership of any property or any partnership or joint venture. Unless otherwise stated, neither this Agreement, nor any acts of the Parties hereunder, nor KEENE's payments, shall be construed as granting to or otherwise vesting KEENE any right, title, interest, or equity in the JCSUD Treated Water System, the JCSUD Trinity Basin Transmission Facilities, or any element thereof.
- 1.3 Purpose.** This Agreement provides the terms and conditions whereby Treated Water may be purchased by KEENE from JCSUD, for which KEENE agrees to pay for all costs of said water as further defined within this Agreement.

ARTICLE 2

Definitions and Interpretation

- 2.1 Definitions.** The following terms and expressions used in this Agreement, unless the context indicates otherwise, shall mean:

Actual Demand Charge means the annualized payment amount to be paid by KEENE in equal monthly installments that represents KEENE's cost share of the Bonds funding (including issuance costs and total principal and interest) and rights-of-way acquisition costs for the JCSUD Trinity Basin Transmission Facilities, including a Demand Overhead Charge, but excluding the debt service associated with a bond-funded debt service reserve fund. The Actual Demand Charge shall be calculated in the same manner as the Initial Demand Charge, but shall substitute the actual project costs in place of the estimated project costs. This calculation is to be completed within 60 days of completion of construction (and after completion of all financing) of the JCSUD Trinity Basin Transmission Facilities project. The Actual Demand Charge will include the simulated debt service identified in Exhibit "B" for the portion of the transmission facilities between JCSUD Plant 22 and Plant 24.

Agreement means this "Agreement For The Sale And Delivery of Treated Water – Wholesale Customer – City of KEENE, Texas (as may be assignable)" and any subsequent amendments agreed to in writing by the Parties.

AMUD means the Acton Municipal Utility District

AWWA means the American Water Works Association.

Business Day means any Day other than Saturdays, Sundays and Days on which banks in Johnson County are required or permitted to be closed for all or part of their customary hours of operation.

Bonds means all notes, bonds, cash payments, or other financial obligations made to construct, complete, improve, expand, or repair the JCSUD Trinity Basin Transmission Facilities.

CCN means certificate of convenience and necessity.

CPI Adjustment Factor means a fraction, the numerator of which shall be the latest Consumer Price Index (CPI) published in final form for the most recent month of July, and the denominator of which shall be the CPI in effect on July 1, 2012 (which was _____). Provided, however, the CPI Adjustment Factor in effect at any time shall never be lower than the highest CPI Adjustment Factor calculated for any date prior to such time. The CPI adjustment data to be used in the calculation is identified as follows:

website:	http://data.bls.gov/PDQ/outside.jsp?survey=cu
Consumer Price Index – All Urban Consumers	
Not Seasonally Adjusted	
Annual	July Year over Year Percent Increase
Area:	South Urban ==> Dallas-Fort Worth, TX
Item:	All Items
Base Period:	1982-84=100

If such index shall cease to be published, an index which is generally recognized as an appropriate replacement and which is derived by using the same or substantially the same data and methodologies shall be used.

Day means a 24-hour period from 12:00 a.m. to 11:59 p.m.

Demand Overhead Charge means the amount calculated by applying the Demand Overhead Percentage to the Total KEENE Annual Debt Service, as calculated by the total in Exhibit A and Exhibit B, to recover costs associated with debt service reserve and contingency funds, administering the JCSUD Trinity Basin Transmission Facilities, and managing peak charges.

Demand Overhead Percentage means the percentage applied to the Total KEENE Annual Debt Service as calculated by the total in Exhibit A and Exhibit B. Beginning on January 1, 2012, and on each subsequent January 1st during the term of this agreement, the Demand Overhead Percentage may be increased annually, but no less than once every five (5) years, by the CPI Adjustment Factor.

Delivery Point means the point(s) at which JCSUD agrees to deliver, and KEENE agrees to receive Treated Water under this Agreement.

Emergency means a bona-fide emergency condition created by unforeseeable mechanical failure, by unprecedented high rate of Treated Water usage, such as might result from a major fire or a major water main break, or by circumstances beyond the Parties' control.

Expiration Date means the last effective date of this Agreement as specified in Article 8.1, absent the renewal of this Agreement.

ETJ means extraterritorial jurisdiction.

gpm means a water flow rate measured in gallons per minute

Fiscal Year is the fiscal year of JCSUD from January 1 through December 31.

Initial Demand Charge means the annualized payment amount to be paid by KEENE in equal monthly installments that represents KEENE's estimated cost share

of the Bonds funding (including issuance costs and total principal and interest) and rights-of-way acquisition costs for the JCSUD Trinity Basin Transmission Facilities, including a Demand Overhead Charge, but excluding the debt service associated with a bond-funded debt service reserve fund, as calculated by the total in Exhibit A and Exhibit B. The Initial Demand Charge will be in effect until the Actual Demand Charge is calculated. The Initial Demand Charge will include the simulated debt service identified in Exhibit "B" for the portion of the transmission facilities between JCSUD Plant 22 and Plant 24.

JCSUD Treated Water System means all facilities, structures, improvements, property, rights, permits, licenses, and other property of any nature whatsoever, now or hereafter owned by JCSUD, in connection with the diversion, storage, transportation, treatment, and delivery of Treated Water.

JCSUD Trinity Basin Transmission Facilities means all facilities, structures, improvements, property, permits, licenses, and other property of any nature whatsoever, now or hereafter owned by JCSUD, identified as JCSUD's Plant 27, the 30" Transmission Line from JCSUD's Plant 27 to JCSUD's Plant 24, and the 24" Transmission Line from JCSUD's Plant 22 to JCSUD's Plant 24.

JCSUD's Brazos Basin Purchase Water Cost means the total of all fees and charges paid by or on behalf of JCSUD to purchase water originating in the Brazos Basin, including, but not limited to, water purchased from the Brazos River Authority supplied from the Lake Granbury Surface Water and Treatment System (SWATS) or successor PUA.

JCSUD's Trinity Basin Purchase Water Cost means the total of all fees and charges paid by or on behalf of JCSUD to purchase water originating in the Trinity Basin, including, but not limited to, water purchased from the City of Mansfield, Texas.

JCSUD's Utility Pumping Cost means the electricity, fuel, maintenance, and other costs associated with pumping water within the JCSUD Treated Water System.

Maximum Allowed Daily Demand means a Maximum Day Usage of 1.0 MGD (694.4 gpm) unless a mutually agreed upon change is made by the Parties in writing.

Maximum Allowed Rate of Flow means the maximum allowed usage on a per minute basis, converted into gallons per minute (gpm). The Maximum Allowed Rate of Flow shall not exceed 694 gpm for this Agreement unless mutually agreed upon by the Parties in writing.

Maximum Day Usage means the measured daily maximum usage as determined through Meter readings.

Meter(s) means the metering facility or devices installed or to be installed at the Delivery Point to measure the amount of Treated Water delivered to KEENE by JCSUD as provided in this Agreement. If necessary, installation shall include a back flow device in order to prevent back flow of water into the JCSUD Treated Water System.

MGD means a water flow rate measured in Millions of Gallons per Day.

Party means either JCSUD or KEENE, and "Parties" means JCSUD and KEENE, collectively.

PUA means a Public Utility Agency organized under the laws of the State of Texas, Section 572 of the local government code, and governed by JCSUD and AMUD that accepts ownership of certain water treatment facilities known as the SWATS Facilities from the Brazos River Authority.

Rate of Flow means usage on a per minute basis (i.e. gallons per minute (gpm)).

Rate Year means each twelve-month period beginning January 1 and ending December 31 of the same calendar year.

Regulatory Requirements means all applicable requirements and provisions of federal, state, and county constitutions, laws, statutes, rules, regulations and ordinances enacted or issued from time to time, including, without limitation, all applicable sections of the Texas Water Code and the rules and regulations of the Texas Commission on Environmental Quality, and the Texas Administrative Code, and all judicial and administrative orders, judgments, and decrees of any governmental authority having jurisdiction concerning the matters contained herein issued from time to time.

SWATS Facilities means the Surface Water Treatment Plant, Lake Granbury Intake structure, the real property, permits and raw water transmission lines owned and operated near Acton Texas by the Brazos River Authority or successor agency.

SWATS Water Transmission Facilities means the 24 inch Transmission Line, 3 MG Storage Tank, High Service Pump Station at the SWATS Plant, easements, real property, and smaller finished water pipe lines that transmits water from the SWATS Plant to Johnson County.

Treated Water means water within the JCSUD Treated Water System that is potable water meeting the minimum quality requirements for human consumption as prescribed by the Texas Commission on Environmental Quality or other appropriate regulatory agency.

TCEQ means the Texas Commission on Environmental Quality, or its successor, if any.

TRWD means the Tarrant Regional Water District or successor agency.

Volume Charge means the charge calculated by applying the then in effect Volume Rate per 1,000 gallons to the number of gallons of Treated Water provided to KEENE by JCSUD as measured by the Meter(s) and billed on a monthly basis.

Volume Rate means the dollar amount per 1,000 gallons applied to KEENE's metered usage of Treated Water. The Volume Rate is determined by application of the following formula and may be annually recalculated by JCSUD, but shall be recalculated no less than once every five (5) years. The initial Volume Rate shall be the rate set forth in the example calculation below.

Let **A** = JCSUD'S Trinity Basin Purchase Water Cost per 1,000 gallons

Let **B** = JCSUD's Brazos Basin Purchase Water Cost per 1,000 gallons

Let **P** = JCSUD's Utility Pumping Cost per 1,000 gallons

Let **M** = the decimal equivalent of 7.5% - O & M Fee

Let **Y** = 90% - Primary Water Source Fixed Percent Allocation

Let **Z** = 10% - Secondary Water Source Fixed Percent Allocation

Then,

$$\text{Volume Rate} = [(A \times Y) + (B \times Z) + P] \times (1 + M)$$

EXAMPLE – Volume Rate Formula Calculation:

$$[(\$2.94 \times 90\%) + (\$5.19 \times 10\%) + \$3.32] \times 1.075 = \$3.75 \text{ Volume Rate}$$

Water Conservation means those practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water, and/or increase the recycling and reuse of water.

Water Optimization Agreement means the TREATED WATER OPTIMIZATION AGREEMENT: INCREASED RELIABILITY FOR THE PROVISION OF TREATED WATER DELIVERY CAPACITY a simultaneously executed agreement between the parties.

Wholesale Customer means the class of customers or KEENE to whom, under the terms of a specific agreement, JCSUD sells and provides Treated Water for re-sale.

Interpretations. The following principles shall control the interpretation of this Agreement:

- (a) Unless otherwise stated, reference to any document, other than a license, certificate of adjudication or permit, means the document as amended or supplemented from time to time.
- (b) Reference to any party or governmental regulatory agency means that entity and its successors and assigns.
- (c) Misspelling of one or more words in this Agreement shall not void the Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the Parties.
- (d) Words of any gender used in this Agreement shall be held and construed to include any other gender.
- (e) Words in the singular number shall be held to include the plural, unless the context otherwise requires.
- (f) Article and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.

ARTICLE 3

Water Provided Under Agreement

3.1 Treated Water.

- (a) **Maximum Allowed Daily Demand.** Subject to the foregoing and other terms of this Agreement, JCSUD agrees to furnish and sell to KEENE Treated Water delivered at the Delivery Point up to the Maximum Allowed Daily Demand and up to the Maximum Allowed Rate of Flow, or such lesser amount or rate of flow as JCSUD may be able to supply in the event of an Emergency.
- (b) **Source of Supply and Capacity.** JCSUD's agreement to sell Treated Water is limited to the extent that Treated Water, as that term is defined in this Agreement, is available and the extent to which capacity is available in the JCSUD Treated Water System.
- (c) **Additional Water.** To the extent Treated Water is available in amounts greater than the Maximum Allowed Daily Demand, JCSUD may, at its sole discretion, provide KEENE with additional Treated Water subject to the charges described in Article 5. Should JCSUD elect to provide KEENE with Treated Water in excess of the Maximum Allowed Daily Demand, JCSUD may terminate or reduce providing Treated Water at the excess amount by providing KEENE with twenty-four (24) hours written notice of such termination or reduction. KEENE agrees that JCSUD shall never be obligated during the term of this Agreement to make Treated Water available to KEENE in excess of the Maximum Allowed Daily Demand. The purchase of any additional supplies of Treated Water over the Maximum Allowed Daily Demand does not guarantee that JCSUD shall make Treated Water available on that basis at any time other than the time frame JCSUD elects to provide additional supplies of Treated Water to KEENE.
- (d) **Additional Capacity in Excess of the Maximum Allowable Demand.** If KEENE desires capacity in excess of the Maximum Allowable Demand, KEENE will notify JCSUD by written notice in advance of the date the excess water is needed. In the event that JCSUD is able in the future to acquire additional surface water supplies from the City of Mansfield, above the current commitment of 9.0 MGD, JCSUD is willing to offer such additional water to Keene on the same non-discriminatory basis that it will offer such additional water to other existing wholesale customers of JCSUD. The written notice will include the date and quantity of water needed. The costs of the additional capacity will be paid by KEENE subject to the conditions in Article 5. The Demand Charge will be adjusted based on KEENE's percentage of the total capacity of the transmission facilities as shown by Exhibit A and Exhibit B.
- (e) **Water Pressure.** JCSUD agrees to furnish and sell to KEENE Treated Water at the Delivery Point delivered under the operating pressure then-prevailing in the JCSUD Treated Water System, which is subject to change. Notwithstanding anything in this Agreement or in the requirements of any regulatory agency to the contrary, JCSUD does not represent or guarantee to KEENE that Treated Water provided to KEENE under this Agreement shall be provided at any specific minimum pressure at the Delivery Point, and JCSUD is under no obligation with respect thereto. **KEENE shall be solely responsible for ensuring that the water pressure will be sufficient to meet its needs, and KEENE understands and acknowledges that maintaining a certain water pressure in KEENE's delivery system shall require the use of storage or pumps on KEENE's system.**

- (f) **Interruption of Service for Maintenance.** Notwithstanding anything in this Agreement or in the requirements of any regulatory agency to the contrary, JCSUD shall be entitled at any and all times to install, repair, maintain, and replace such equipment or devices or to take any other action under an Emergency (including, reduction or cessation of water service to KEENE) as necessary or appropriate to allow JCSUD at all times to maintain a minimum pressure as required by law at all retail service locations directly served by the JCSUD Treated Water System. JCSUD may install at the metering location appropriate devices to monitor and enforce all or any of these limitations.
- 3.2 **Regulatory Requirements.** KEENE acknowledges and agrees that this Agreement defines the extent of JCSUD's obligations to supply Treated Water to KEENE and that, except as expressly provided by this Agreement, JCSUD is under no obligation to provide KEENE with a sufficient amount of Treated Water for KEENE to meet its minimum production, storage, service pump, or pressure maintenance requirements, or any other requirements imposed on KEENE by virtue of 30 Texas Administrative Code Chapters 290 or 291, or any other Regulatory Requirements.
- 3.3 **Delivery Point.** Subject to the conditions set forth herein, JCSUD agrees to divert, transport, treat, and deliver Treated Water to KEENE at the Delivery Point near KEENE's elevated tank.
- 3.4 **Added or Relocated Delivery Point.** Requests to add or relocate a Delivery Point shall be submitted in writing by the requesting party. If the added or relocated Delivery Point is mutually agreed upon, KEENE will be responsible for constructing all improvements necessary to accept delivery of the Treated Water at the added or relocated Delivery Point. KEENE shall submit documents to acquire rights-of-way and shall submit plans for the construction of the improvements to JCSUD for approval prior to construction commencing. If JCSUD approves the documents and plans submitted, JCSUD shall give KEENE notice of said approval in writing. During the construction, JCSUD may, but is not obligated to, inspect improvements under construction. All costs for the construction of the improvements, including the costs for any easements and/or rights-of-way, shall be borne by KEENE. JCSUD may, but is not obligated to; make a final inspection and approval after construction of the improvements are completed and before the improvements are approved, by JCSUD, for use.
- 3.5 **Improvements to Existing Delivery Point.** If KEENE requests that improvements be made to an existing Delivery Point, KEENE shall submit the request in writing to JCSUD. If JCSUD approves the request, the Parties shall then decide whether JCSUD or KEENE will be responsible for constructing the improvements and shall follow the procedures set forth in Article 3.4.
- 3.6 **Valves at Delivery Point.** All valves releasing water from the JCSUD Treated Water System to KEENE shall be operated by JCSUD. KEENE shall not obstruct or block access to those valves.
- 3.7 **Property of JCSUD.** Any acquired easements and/or rights-of-way shall name JCSUD as a grantee for the portion of the easement and/or right-of-way on JCSUD's side of the Delivery Point and metering device. Upon the completion of construction and final approval by JCSUD of any new, relocated or improved Delivery Point, the

constructed improvements shall become the property of JCSUD to and through the metering device.

ARTICLE 4

Metering and Rate of Flow Control

- 4.1 Treated Water Measurement and Control.** For any added, relocated, or improved Delivery Point, JCSUD, at KEENE's sole cost, shall install the Meter(s) and appropriate valves, back flow prevention, flow controllers, and other appropriate equipment at the Delivery Point to measure and control the amount of Treated Water delivered to KEENE under the terms of this Agreement. The Meter(s) shall be specified by JCSUD and meet appropriate AWWA standards. Said Meter(s) shall be installed and tested prior to actual water delivery. The Meter(s) and other equipment shall be owned, operated, and maintained by JCSUD.
- 4.2 Rate-of-Flow Controllers.** The rate at which Treated Water is withdrawn by KEENE from the JCSUD Treated Water System shall be regulated by rate-of-flow controllers, pumps, or other approved methods. The rate of withdrawal may be controlled so that the maximum rate shall not exceed the Initial Maximum Allowed Rate of Flow or the Maximum Allowed Rate of Flow, as appropriate, without a specific written request by KEENE to JCSUD. Notwithstanding anything in this Agreement to the contrary, approval of a request to increase the rate of flow and of the length of time the request will be met, shall be at JCSUD's sole discretion. JCSUD shall respond to the request within 96 hours of receiving the request. If JCSUD approves the request, JCSUD shall make the adjustments within 48 hours of responding to the request.
- 4.3 Calibration of Meters.**
- (a) Annual Testing.** For Meters that require calibration, JCSUD shall routinely test for accuracy. Meters shall be serviced and calibrated as necessary, but no less frequently than once during each twenty-four (24) month period. Copies of the results of such calibration and all related information shall be provided to KEENE upon request. KEENE shall have access to the Meter(s) at all reasonable times; provided, however, that any reading, calibration or adjustment to such Meter(s) shall be done by employees or agents of JCSUD, or other mutually approved third party calibration agent, in the presence of representatives of KEENE and JCSUD, if so requested by KEENE. JCSUD shall retain the right to test the Meter(s) more frequently than once each twenty-four (24) month period.
 - (b) Inaccuracy.** Upon any calibration, if it is determined that the accuracy envelope of such Meter(s) is found to be lower than ninety-five percent (95%) or higher than one hundred five percent (105%) expressed as a percentage of the full scale of the Meter(s), or Meter(s) fail to perform to AWWA water metering standards (whichever is more restrictive), then the registration of the flow as determined by such defective Meter(s) shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of twelve (12) months. In the event it is determined that there are inaccuracies with any Meter, JCSUD shall debit

or credit KEENE's invoice in the subsequent month, as appropriate, to reflect KEENE's prior overpayments or underpayments. JCSUD shall debit or credit KEENE's account in an amount equal to the difference between the amount actually paid by KEENE and the amount that should have been paid by KEENE, as determined by the corrected registration of the flow at the inaccurate Meter during the period of inaccuracy as determined in this subsection. The Meter(s) will be properly sealed, and the seals shall not be broken unless representatives of both KEENE and JCSUD have been notified and given a reasonable opportunity to be present.

- (c) **Meter out of Service - No Readings.** If the Meter(s) used to determine the flow of Treated Water to KEENE is out of service or out of repair so that the amount of Treated Water metered cannot be ascertained or computed from the reading thereof, the Treated Water delivered during the period such Meter(s) is out of service or out of repair shall be estimated by JCSUD upon the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said Meter(s) under similar conditions.

4.4 Meter Reading.

- (a) JCSUD shall read all Meter(s) provided for herein at monthly intervals, and KEENE and JCSUD shall have free access to read these respective Meter(s) daily, if either party so desires. It shall be the duty of both KEENE and JCSUD to give immediate notice, each to the other, should any Meter(s) be found to not be functioning properly, and, upon such notice; repairs to such Meter(s) shall be made promptly.
- (b) KEENE shall have access to records on the Meter(s) readings during reasonable business hours and shall be furnished a copy of readings upon request.

- 4.5 Additional Testing of the Meter(s).** KEENE shall have the right to request JCSUD to test any Meter(s), but no more frequently than once per month. Upon any such request, JCSUD agrees to perform its testing and calibration of the Meter(s) with notice to KEENE, and the Parties shall be entitled to jointly observe any testing, calibration, and adjustments that are made to the Meter(s), in the event such modifications shall be necessary. For such additional testing requests, JCSUD shall give KEENE notice forty-eight (48) hours in advance of the time when any such testing shall occur. KEENE shall pay the cost of any such additional testing request for any Meter(s) if the test shows that such Meter(s) is accurate (within five percent (5%) registration), but JCSUD shall pay the costs of such additional test if the results indicate that such Meter(s) is not accurate (in excess of five percent (5%) registration).

ARTICLE 5

Fees, Billing, and Payment

5.1 Charges for Water.

- (a) **Treated Water.** KEENE shall pay to JCSUD the fees and charges for the Treated Water delivered by JCSUD that may include Late Fees to be applied to the following: Demand Charge and Volume Charge.

5.2 Billing and Payment.

- (a) **Volume Charge.** Each month during the term of this Agreement, JCSUD shall read the Meter(s) measuring Treated Water being provided to KEENE. The numbers of gallons of Treated Water measured by the Meter(s) shall be multiplied by the Volume Rate to determine the Volume Charge.
- (b) **Demand Charge.** Each month during the term of this Agreement, KEENE shall also pay to JCSUD the Initial Demand Charge or Actual Demand Charge, as applicable. Within 60 days after the completion and funding of the JCSUD Trinity Basin Transmission Facilities project, the Actual Demand Charge shall be calculated, and thereafter, on a monthly basis, KEENE shall pay to JCSUD the Actual Demand Charge instead of the Initial Demand Charge.
- (c) **Late Fees.** If KEENE is late in the payment of any charge or fee due and payable to JCSUD under this Agreement, late payments shall bear per annum interest at a rate equal to the lesser of two percentage points (2%) above the Prime Interest Rate as published in the Wall Street Journal on the day said statement becomes delinquent, or the maximum allowed by law to be charged to KEENE. If any charges remain unpaid at the expiration of the statement due date, KEENE shall be in default under this Agreement, and JCSUD may invoke the remedies specified herein or otherwise available by law.

5.3 Billing Statement and Disputes.

- (a) **Billing Statement.** JCSUD shall prepare and deliver to KEENE a statement showing the Volume Charge for all Treated Water delivered to KEENE, in addition to the monthly Demand Charge.
- (b) **Disputed Payments.** If KEENE has a protest or dispute concerning a statement, the disputed payment(s) shall nevertheless promptly be paid subject to the right to seek a determination whether the amount charged by JCSUD is in accordance with the terms of this Agreement. The Parties shall negotiate in good faith to resolve any dispute.
- (c) **Inspection and Audit.** Complete records and accounts required to be maintained by each Party shall be kept for a period of five (5) years. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours. If required by any law, rule or regulation, a Party shall make said records and accounts available to federal and/or state auditors.

5.4 Payments by KEENE Unconditional. KEENE recognizes that Bonds relating to the JCSUD Trinity Basin Transmission Facilities will be payable from and secured by pledges of the sums of money to be received by JCSUD from KEENE under this Agreement. In order to make such Bonds marketable at the lowest available interest rate, it is to the mutual advantage of JCSUD and KEENE that KEENE's obligation to make the payments required hereunder be, and the same is hereby, made unconditional. All sums payable hereunder to JCSUD shall, so long as any part of such Bonds are outstanding and unpaid, be paid by KEENE without set-off, counterclaim, abatement, suspension or diminution; and so long as any part of such Bonds are outstanding and unpaid, this Agreement shall not terminate, nor shall

KEENE have any right to terminate this Agreement nor be entitled to the abatement of any payment or any reduction thereof nor shall the obligations hereunder of KEENE be otherwise affected for any reason, it being the intention of the Parties that so long as any portion of such Bonds are outstanding and unpaid, all sums required to be paid by KEENE to JCSUD shall continue to be payable in all events and the obligations of KEENE hereunder shall continue unaffected, unless the requirement to pay the same shall be reduced or terminated pursuant to an express provision of this Agreement. JCSUD shall take all legal actions necessary and reasonable to collect the payments due under this Agreement.

ARTICLE 6
[Reserved]

ARTICLE 7
Restrictions and Conditions

- 7.1 Resale of Treated Water.** KEENE and JCSUD agree that the Treated Water supplied to KEENE by JCSUD shall be used solely by KEENE to meet the reasonable water supply needs of KEENE's retail potable water customers in its service area.
- 7.2 Water Service Area.** Notwithstanding any provision of this Agreement to the contrary, KEENE agrees that it will not extend water service or actually provide water service, to any customers within the CCN of JCSUD without the prior written consent of JCSUD.
- 7.3 Water Conservation and Demand Management.**
- (a) Water Conservation.** KEENE shall cooperate with and assist JCSUD and TRWD in their efforts to promote Water Conservation. This may include the development of any conservation or rationing plans by either JCSUD, TRWD or KEENE that may be necessary or appropriate to address operational constraints, whether or not the same are required by any state or federal regulatory agency. Additionally, upon the development and distribution of model drought contingency or water conservation plans by TRWD, KEENE agrees to implement any such drought contingency or water conservation plan, or substitute plan approved by TRWD, within a reasonable amount of time from receipt of the model plan. KEENE agrees to notify TRWD in writing of any deviation from the model plan and obtain TRWD's consent to such proposed deviation. Furthermore, KEENE agrees to include the foregoing provision in all contracts for resale of Treated Water. KEENE shall provide a copy of any drought contingency or water conservation plan adopted by KEENE to JCSUD and TRWD within 30 days from the Effective Date.
 - (b) Demand Management.** If JCSUD or TRWD shall manage water demand through rationing the use of water to its retail customers, then a proportional rationing of water supplied to KEENE by JCSUD shall be instituted, at JCSUD's option. Rationing does not relieve KEENE from its obligation to pay the monthly Demand Charge.
 - (c) Temporary Rationing.** Where an Emergency may dictate temporary conservation or rationing requirements for either JCSUD or KEENE, either Party may implement any measures considered appropriate by it to alleviate

the Emergency. If KEENE implements measures to alleviate an Emergency, KEENE shall notify JCSUD in writing within five (5) days. Action taken under this subsection does not relieve KEENE from its obligation to pay the monthly Demand Charge.

- 7.4 Federal and State Laws.** This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders, or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction. KEENE agrees to abide by any changes in this Agreement made necessary by any new, amended, or revised state or federal regulation.
- 7.5 Support of JCSUD on Permits and Governmental Agency Approvals.** KEENE shall support and assist JCSUD in obtaining permits and approvals from governmental agencies in order to protect, repair, maintain, replace, add to, supplement and/or enlarge the JCSUD Treated Water System. Such support and assistance shall include, but is not limited to: providing information to JCSUD when requested by JCSUD in order to facilitate any permit or approval; providing written and oral statements of support and assistance or testimony, information, and evidence if appropriate and if requested by JCSUD in order to obtain any permit or approval; and taking all such other action as may be appropriate to support and assist JCSUD in obtaining any permit or approval.

ARTICLE 8

Term of Agreement and Extension

- 8.1 Term of Agreement.** Unless terminated as provided in this Agreement, this Agreement shall commence upon the Effective Date and shall remain in effect for a term of twenty (20) years.
- 8.2 Renewal of Agreement.**
- (a)** KEENE shall have the option to renew this Agreement for a quantity of water and at a rate as may be mutually agreed in writing by the Parties. In the absence of renewal, and except as specifically provided to the contrary, this Agreement and the obligations of the Agreement shall end on the Expiration Date. KEENE expressly acknowledges that it has no right or entitlement to Treated Water from JCSUD after the expiration of this Agreement except to the extent that this Agreement is renewed as provided herein.
 - (b)** KEENE is required to give notice of its intent to renew this Agreement, at least five (5) years prior to the Expiration Date, if JCSUD provides written reminder notice to KEENE at least six (6) years prior to the Expiration Date that KEENE is required to give notice of its intent to renew this Agreement at least five (5) years prior to the Expiration Date. If JCSUD timely provides the written reminder notice, JCSUD and KEENE expressly agree that KEENE's failure to provide notice of intent to renew on or before five (5) years prior to the Expiration Date of this Agreement shall constitute KEENE's determination not to renew. Should JCSUD not timely provide the written reminder notice,

KEENE's failure to provide notice of intent to renew on or before five (5) years prior to the Expiration Date of this Agreement shall not constitute KEENE's determination not to renew and the Parties will need to confirm, in writing, their respective intentions regarding the renewal or non-renewal of this Agreement.

- (c) If at least five (5) years prior to the Expiration Date of this Agreement KEENE has not provided JCSUD notice that it intends to renew, KEENE shall provide JCSUD evidence that KEENE has secured an alternative and sufficient water supply. This requirement is expressly enforceable by JCSUD.
- (d) If this Agreement is not renewed, after expiration of this Agreement, KEENE shall nonetheless pay JCSUD for all Volume Charges for Treated Water delivered pursuant to this Agreement, along with all applicable Demand Charges, as well as penalties such as Late Fees, under the terms of this Agreement.

8.3 Effective Date. This agreement will not go into effect until such time as a Public Utility Agency takes ownership of the SWATS Facilities.

ARTICLE 9

Termination and Default

- 9.1 Termination by Mutual Consent.** Subject to the prior full payment of the Bonds as provided in Section 5.4, this Agreement may be terminated in whole or in part by the mutual consent of KEENE and JCSUD.
- 9.2 Notice and Opportunity to Cure.** If any Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Parties (referred to herein as the "Non-Defaulting Party") shall not have any right to invoke any rights or remedies with respect to any Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within ten (10) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money, or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money within a reasonable period of time after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion.
- 9.3 Default by KEENE.** In the event KEENE fails to cure any Default under the terms of this Agreement, JCSUD may elect to: (i) temporarily suspend the delivery of Treated Water to KEENE; (ii) enforce this Agreement against KEENE by specific performance, injunction, or any other remedy available at law or in equity, including but not limited to an action for damages; or (iii) subject to the prior full payment of the Bonds, terminate this Agreement.
- 9.4 Default by JCSUD.** In the event JCSUD fails to cure any Default under the terms of this Agreement, KEENE may enforce this Agreement against JCSUD by specific

performance, injunction, or any other remedy available at law or in equity (other than termination), including but not limited to an action for damages; provided, however, that in no event shall JCSUD be liable to KEENE for any special, indirect, incidental, consequential, or punitive damages. In the event KEENE is awarded damages in a final, non-appealable judgment, then such damages shall be offset against all sums due or to become due to JCSUD hereunder until KEENE's damages are fully compensated.

- 9.5 Rights After Termination.** In the event of termination of this Agreement by mutual consent or otherwise, all rights, powers, and privileges of KEENE hereunder shall cease and terminate. KEENE shall nonetheless pay JCSUD for all Volume Charges for Treated Water delivered pursuant to this Agreement, along with all applicable Demand Charges, as well as penalties such as Late Fees under the terms of this Agreement. KEENE shall make no claim of any kind whatsoever against JCSUD, its agents or representatives, by reason of such termination or any act incident thereto, provided JCSUD acted reasonably and such termination was not unreasonable, arbitrary, and capricious. The provisions of this subsection survive termination of this Agreement.

ARTICLE 10

Force Majeure

- 10.1 Definition.** The term *Force Majeure* as used herein shall mean a cause or causes beyond the reasonable control of the Party claiming *Force Majeure*, and shall include but not be limited to natural disasters, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the United States of America or the State of Texas or any civil or military authority, insurrections, riots, epidemics, lightning, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions and breakage or accidents to machinery, pipelines, or facilities; however, lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any *Force Majeure* shall be remedied with all dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable in the judgment of the Party having the difficulty.
- 10.2 Notice; Suspension of Obligations.** By reason of Force Majeure, if any Party hereto shall be rendered partially or wholly unable to carry out its obligations under this Agreement, then if such Party shall give notice in writing of such Force Majeure to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended, except that KEENE's payment obligations under this Agreement shall not be suspended.

ARTICLE 11

Ownership, Liability, Indemnification, and Insurance

- 11.1 Responsibility for Damages for Water.** JCSUD shall be the owner of and responsible for the Treated Water only to the Delivery Point(s). After the Treated Water has passed through the Delivery Point(s), it becomes the property and responsibility of KEENE. Unless otherwise provided in this Agreement, responsibility for damages arising from the improper treatment, transportation, and delivery of all Treated Water provided under this Agreement shall remain with

JCSUD only to the Delivery Point(s). Upon passing through the Meter(s), liability for all damages arising from improper transportation and delivery of the Treated Water after it leaves the JCSUD system shall pass to KEENE. JCSUD's sole responsibility is to provide to KEENE at the Delivery Point(s) potable water meeting the minimum quality requirements for human consumption as prescribed by the TCEQ or appropriate governing agency.

- 11.2 Direct or Consequential Damages.** Neither JCSUD nor KEENE shall be liable to the other for loss, direct or consequential, arising out of damage to or destruction of the rights-of-way or the KEENE facilities thereon, when such loss is caused by an act of God or any of the periods that are included within or insured against by a form of property insurance. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Party or by any of their respective agents, servants, or employees.
- 11.3 Indirect or Consequential Damages.** JCSUD's liability, if any, to KEENE in contract or in tort under this Agreement specifically excludes any and all indirect or consequential damages that may arise from providing water to KEENE or that may arise from the operation, maintenance, and management of the JCSUD Treated Water System.
- 11.4 Waiver of Subrogation.** It is the intention and agreement of both Parties that any insurance carriers involved shall not be entitled to subrogation under any circumstances against any Party to this Agreement. Neither Party shall have any interest or claim in the other's insurance policy or policies, or in the proceeds thereof, unless specifically covered therein as an additional insured.
- 11.5 Return Flows.** KEENE and JCSUD agree that, for purposes of use and reuse of Return Flow and not for purposes of liability, title to all water supplied to KEENE under this Agreement reverts to JCSUD upon return to watercourses in the Trinity River Basin. KEENE will receive no compensation, credit, or offset for JCSUD's subsequent use and reuse of Return Flow.

ARTICLE 12

Dispute Resolution

- 12.1 Non-binding mediation.** Each Party agrees that prior to filing a lawsuit or an administrative complaint with a regulatory agency on an issue related to the terms of this Agreement or otherwise related to water supply in lieu of this Agreement, the Party shall submit the dispute to non-binding mediation. This provision survives termination of this Agreement.

ARTICLE 13

Notice

- 13.1 Manner of Giving Notice.** Unless otherwise provided in this Agreement, any notice, communication, request, reply, advice, approval or consent herein provided or permitted to be given, made, or accepted by either Party to the other, must be in writing and may be given or be served by depositing the same in the United States Mail postpaid and registered or certified and addressed to the Party to be notified with return receipt requested, or by delivering the same to the General Manager or

Mayor/City Manager, or by prepaid telegram, when appropriate, addressed to the Party to be notified. Any such matter deposited in the mail in the manner hereinabove described shall become exclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the earlier of actual receipt of notice or the expiration of four (4) days after it is so deposited. Any such notice given in any other manner shall be effective only if and when received by the Party to be notified.

13.2 Notice to JCSUD.

General Manager
Johnson County Special Utility District
P.O. Box 509
Cleburne, Texas 76033

13.3 Notice to KEENE.

City Administrator
City of Keene
100 N Mockingbird Lane
KEENE, Texas 76059

- 13.4** The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least five (5) days written notice to the other Party.

ARTICLE 14
Miscellaneous Provisions

- 14.1 Governing Law.** This Agreement shall be governed by the applicable law of the State of Texas and due performance by each Party or any action arising under this Agreement shall lie in Johnson County, Texas. Jurisdiction and venue shall be in Johnson County, Texas, and each of the Parties submit to personal jurisdiction in the state district courts in such county.
- 14.2 No Waiver.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party.
- 14.3 Entire Agreement.** This Agreement and any Exhibits hereto embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of any amendment, waiver or consent is sought. This Agreement may not be amended or modified except in writing executed by all Parties and authorized by their respective governing bodies.
- 14.4 Partial Invalidity.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any judicial action, the remaining provisions shall be unaffected. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable in any judicial action, the Parties shall, upon the request of a Party,

promptly renegotiate in good faith a new provision to eliminate the invalidity and to restore this Agreement, as nearly as possible, to its original intent and effect.

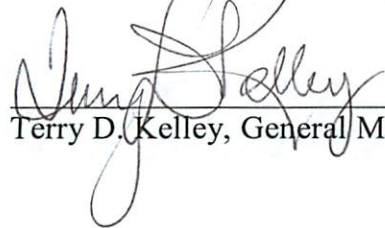
- 14.5 Duty to Review and Revise.** The Parties shall review and revise this Agreement to ensure compliance with the federal and state laws and rules and regulations as necessary.
- 14.6 Survival.** Any provision that by its terms survives the termination of this Agreement shall bind the Parties' legal representatives, heirs, and assigns as set forth herein.
- 14.7 Benefits.** This Agreement shall bind and the benefits thereof shall inure to the respective Parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns. This Agreement shall not be construed as creating any rights in any third party or any duty to any third party.
- 14.8 Attorney's Fees.** In the event of any suit between JCSUD and KEENE to enforce or interpret the terms of this Agreement, the prevailing Party shall recover its reasonable attorney's fees and costs incurred in resolving the suit from the nonprevailing Party. Reference is made to Section 271.159 of the Texas Local Government Code authorizing the right to recover attorney's fees.
- 14.9 Multiple Copies.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 14.10 Deadlines.** To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

The rest of this page is blank

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date signed.

Executed this 7 day of February 2012.

Johnson County Special Utility District


Terry D. Kelley, General Manager

Date February 7, 2012

ATTEST

By 
Johnson County Special Utility District

City of KEENE


John Ackerman, Mayor

Date 2-15-12

ATTEST

By 
City Secretary

Attachment 3: Public Water Supply Utility Profile, Water Loss Audit, Goal Table

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Fill out this form as completely as possible.
If a field does not apply to your entity, leave it blank.

CONTACT INFORMATION

Name of Utility: CITY OF KEENE

Public Water Supply Identification Number (PWS ID): TX1260008

Certificate of Convenience and Necessity (CCN) Number: 10905

Surface Water Right ID Number: _____

Wastewater ID Number: _____

Completed By: SARAH FERNANDEZ Title: ENVIRONMENTAL COORD

Address: PO BOX 637 City: KEENE Zip Code: 76059

Email: dmartin@keenetx.com Telephone Number: 817-641-3336

Date: 12/11/2024

Regional Water Planning Group: G [Map](#)

Groundwater Conservation District: _____ [Map](#)

Check all that apply:

- ☒ Received financial assistance of \$500,000 or more from TWDB
- ☒ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

Section I: Utility Data

A. Population and Service Area Data

1. Current service area size in square miles: 8
(Attach or email a copy of the service area map.)
2. Provide historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Service
2023	6,346	0	0
2022	6,346	0	0
2021	6,802	0	0
2020	6,802	0	0
2019	6,372	0	0

3. Provide the projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Service
2020	6,066	0	0
2030	6,066	0	0
2040	6,361	0	0
2050	6,650	0	0
2060	6,876	0	0

4. Describe the source(s)/method(s) for estimating current and projected populations.

The Historical Population Served by Retail population data is from the City's Water Use Suvey's Submitted. The Projected Population Served By Reatil Water Service data is from TWDB Data, Board-Adopted Population and Municipal Demand Projections.

B. System Input

Provide system input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Self-supplied Water in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2023	154,398,023	56,528,000	164,915,463	46,010,560	20
2022	157,727,700	53,682,000	132,875,745	78,533,955	34
2021	126,286,223	62,067,000	146,702,038	41,651,185	17
2020	120,893,883	59,648,000	113,302,838	67,239,045	27
2019	82,770,000	113,069,000		195,839,000	84
Historic 5-year Average	128,415,166	68,998,800	111,559,217	85,854,749	36

C. Water Supply System (Attach description of water system)

- Designed daily capacity of system 1,076,000 gallons per day.
- Storage Capacity:
Elevated 500,000 gallons
Ground 3,570,000 gallons
- List all current water supply sources in gallons.

Water Supply Source	Source Type*	Total Gallons
Trinity Aquifer	Ground ☐	154,398,023
Johnson CO SUD	Surface ☐	56,528,000
	Choose One	
	Choose One	
	Choose One	
	Choose One	

*Select one of the following source types: *Surface water, Groundwater, or Contract*

- If surface water is a source type, do you recycle backwash to the head of the plant?
☐ Yes _____ estimated gallons per day
☒ No

D. Projected Demands

1. Estimate the water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demands (gallons)
2025	6,066	200,000,000
2026	6,066	200,000,000
2027	6,066	200,000,000
2028	6,066	200,000,000
2029	6,066	200,000,000
2030	6,650	200,500,000
2031	6,650	200,500,000
2032	6,650	200,500,000
2033	6,650	200,500,000
2034	6,650	200,500,000

2. Describe sources of data and how projected water demands were determined. Attach additional sheets if necessary.

Utilized the populations estimates from the TWDB Projections and historical demand and factoring the population growth.

E. High Volume Customers

1. List the annual water use, in gallons, for the five highest volume **RETAIL customers**. Select one of the following water use categories to describe the customer; choose Residential, Industrial, Commercial, Institutional, or Agricultural.

Retail Customer	Water Use Category*	Annual Water Use	Treated or Raw
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

2. If applicable, list the annual water use for the five highest volume **WHOLESALE customers**. Select one of the following water use categories to describe the customer; choose Municipal, Industrial, Commercial, Institutional, or Agricultural.

Wholesale Customer	Water Use Category*	Annual Water Use	Treated or Raw
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

F. Utility Data Comment Section

Provide additional comments about utility data below.

Section B. System Input Data only includes 2020-2024 Exported Data as the City of Keene switched software in their Utilities Billing and Records Department. However, we can provide the dollar amount paid for those months in that timeframe.

Section E. High Volume Customers was left blank as there isn't a specific set of customers with the highest volume the City provided to. As for the Wholesale Customers the City of Keene doesn't provide/sell to any wholesale customers.

Section II: System Data

A. Retail Connections

1. List the active retail connections by major water use category.

Water Use Category*	Active Retail Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Residential – Single Family	2,273		2,273	83%
Residential – Multi-family (units)	221		221	8%
Industrial			0	0%
Commercial	136		136	5%
Institutional			0	0%
Agricultural	94		94	3%
TOTAL	2,724	0	2,724	

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

2. List the net number of new retail connections by water use category for the previous five years.

Water Use Category*	Net Number of New Retail Connections				
	2023	2022	2021	2020	2019
Residential – Single Family		135	121		
Residential – Multi-family (units)	221			221	
Industrial					
Commercial		121	1	8	
Institutional				46	
Agricultural		95			
TOTAL	221	351	122	275	0

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

B. Accounting Data

For the previous five years, enter the number of gallons of RETAIL water provided in each major water use category.

Water Use Category*	Total Gallons of Retail Water				
	2023	2022	2021	2020	2019
Residential - Single Family	106,655,687	116,787,059	146,702,038	110,000,000	
Residential – Multi-family	11,483,089			3,000,000	
Industrial					
Commercial	34,027,241	31,193,642		838	
Institutional				302,000	
Agricultural	10,221,100	9,664,002			
TOTAL	162,387,117	157,644,703	146,702,038	113,302,838	0

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

C. Residential Water Use

For the previous five years, enter the residential GPCD for single family and multi-family units.

Water Use Category*	Residential GPCD				
	2023	2022	2021	2020	2019
Residential - Single Family	85	89	75	74	
Residential – Multi-family	7	7	5	16	

D. Annual and Seasonal Water Use

- For the previous five years, enter the gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Retail Water				
	2023	2022	2021	2020	2019
January	12,109,361	8,256,320	12,225,170	9,441,903	
February	12,155,731	8,256,319	12,225,170	9,441,903	
March	10,356,787	8,256,319	12,225,170	9,441,903	
April	12,273,201	11,698,189	12,225,170	9,441,903	
May	12,090,065	13,312,530	12,225,170	9,441,903	
June	12,241,950	14,929,124	12,225,170	9,441,903	
July	14,397,397	17,598,822	12,225,170	9,441,903	
August	17,582,082	19,655,637	12,225,170	9,441,903	
September	20,698,803	15,950,083	12,225,170	9,441,903	
October	15,890,557	13,810,846	12,225,170	9,441,903	
November	13,802,240	13,928,084	12,225,170	9,441,903	
December	11,317,289	11,992,430	12,225,170	9,441,903	
TOTAL	164,915,463	157,644,703	146,702,040	113,302,836	0

2. For the previous five years, enter the gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Retail Water				
	2023	2022	2021	2020	2019
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
TOTAL	0	0	0	0	0

3. Summary of seasonal and annual water use.

Water Use	Seasonal and Annual Water Use					Average in Gallons
	2023	2022	2021	2020	2019	
Summer Retail (Treated + Raw)	44,221,429	52,183,583	36,675,510	28,325,709	0	32,281,246 5yr Average
TOTAL Retail (Treated + Raw)	164,915,463	157,644,703	146,702,040	113,302,836	0	116,513,008 5yr Average

E. Water Loss

Provide Water Loss data for the previous five years.

Water Loss GPCD = [Total Water Loss in Gallons ÷ Permanent Population Served] ÷ 365

Water Loss Percentage = [Total Water Loss ÷ Total System Input] x 100

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2023	41,324,473	18	90%
2022	16,338,977	7	21%
2021	13,378,606	5	32%
2020	39,245,456	16	58%
2019		0	0%
5-year average	22,057,502	9	40%

F. Peak Water Use

Provide the Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2023	451,823		0.00
2022	431,903		0.00
2021	401,923		0.00
2020	310,418		0.00
2019			

G. Summary of Historic Water Use

Water Use Category	Historic 5-year Average	Percent of Connections	Percent of Water Use
Residential SF	96,028,957	83%	0%
Residential MF	2,896,618	8%	0%
Industrial	0	0%	0%
Commercial	13,044,344	5%	0%
Institutional	60,400	0%	0%
Agricultural	3,977,020	3%	0%

H. System Data Comment Section

Provide additional comments about system data below.

Section D. Annual and Seasonal Water Use- The Data only includes 2020-2023 Exported Data as the City of Keene switched software in their Utilities Billing and Records Department in the middle of 2021. The numbers provided in this section for those years was from the Total Volume of Gallons listed on the City's Water Use Surveys 2020-2021 divided by the months of the year. 2019 data was still not accessible. However, we can provide the dollar amount paid for those months in that timeframe.

Section E. Water Loss- For the year 2019 there was not a Water Loss Audit Submitted by the City.

Section III: Wastewater System Data

If you do not provide wastewater system services then you have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the [Water Conservation Plan Checklist](#) to complete your Water Conservation Plan.

A. Wastewater System Data (Attach a description of your wastewater system.)

- Design capacity of wastewater treatment plant(s): _____
gallons per day.
- List the active wastewater connections by major water use category.

Water Use Category*	Active Wastewater Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal			0	0%
Industrial			0	0%
Commercial			0	0%
Institutional			0	0%
Agricultural			0	0%
TOTAL	0	0	0	

- What percent of water is serviced by the wastewater system? ____%
- For the previous five years, enter the number of gallons of wastewater that was treated by the utility.

Month	Total Gallons of Treated Wastewater				
	2023	2022	2021	2020	2019
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
TOTAL	0	0	0	0	0

4. Can treated wastewater be substituted for potable water?

☐

Yes

☐

No

B. Reuse Data

1. Provide data on the types of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (parks, golf courses)	
Agricultural	
Discharge to surface water	
Evaporation pond	
Other	
TOTAL	0

C. Wastewater System Data Comment

Provide additional comments about wastewater system data below.

You have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the [Water Conservation Plan Checklist](#) to complete your Water Conservation Plan.

Please complete the highlighted fields with *.
The green highlighted with μ transfer from the
Water Use Survey. The blue highlighted with †
use a default calculation unless a better value
is known. Circle Y to use the default or circle N
and put a volume.

TEXAS WATER DEVELOPMENT BOARD
WLA-GROUP@TWDB.TEXAS.GOV
512-463-0987

2023 WATER LOSS AUDIT

A. Water Utility General Information

1. Water Utility Name / PWS ID *	CITY OF KEENE		
1a. Regional Water Planning Area	G		
1b. Address *	PO BOX 637		
	KEENE TX 76059		
2. Contact Information			
2a. Name *	SARAH FERNANDEZ		
2b. Telephone Number *	325-695-1070		
2c. Email Address *	SFERNANDEZ@JACOBMARTIN.COM		
3. Reporting Period	(Prior calendar year)		
3a. Start Date *	01/01/2023		
3b. End Date *	12/31/2023		
4. Source Water Utilization			
4a. Surface Water *	25.00	%	
4b. Groundwater *	75.00	%	
5. Population Served			
5a. Retail Population Served μ	6346		Assessment
5b. Wholesale Population Served *	0		Scale
6. Utility's Length of Main Lines *	12.0	miles	3
7. Connections Served			
7a. Retail Metered Connections μ	2724		
7b. Service Connections *	2295		2
8. Number of Wholesale Connections Served *	0		
9. Service Connection Density	191	service connections/mile	
Line 7b / Line 6			
10. Average Yearly System Operating Pressure *	71.0	psi	3
11. Volume Units of Measure	Gallons		

**TEXAS WATER DEVELOPMENT BOARD
WATER AUDIT REPORT**

B. System Input Volume

12. Volume of Water Intake μ	210,926,023	gallons	
13. Produced Water * (SELF SUPPLIED)	154,39,023	gallons	2.5
13a. Production Meter Accuracy *	90.00	%	2.5
13b. Corrected Input Volume	171,553,359	gallons	
Line 13 / (Line 13a / 100)			
14. Total Treated Purchased Water μ	56,528,000	gallons	2.5
14a. Treated Purchased Water Meter Accuracy *	90.00	%	2.5
14b. Corrected Treated Purchased Water Volume	62,808,889	gallons	
Line 14 / (Line 14a / 100)			
15. Total Treated Wholesale Water Sales μ	0	gallons	N/A
15a. Treated Wholesale Water Meter Accuracy *	0	%	N/A
15b. Corrected Treated Wholesale Water Sales Volume	0	gallons	
Line 15 / (Line 15a / 100)			
16. Total System Input Volume	234,362,248	gallons	
Line 13b + Line 14b – Line 15b			

C. Authorized Consumption

17. Billed Metered μ	164,915,463	gallons	2.5
18. Billed Unmetered * BULK SALES CITY PROVIDED	0	gallons	2.5
19. Unbilled Metered *	27,710,023	gallons	2.5
20. Unbilled Unmetered +	412,289	gallons	2.5
Use default volume? Circle Y or N 0.25% OF AUTHORIZED BILLED			
21. Total Authorized Consumption Line	193,037,775	gallons	
17 + Line 18 + Line 19 + Line 20			

CI. Water Losses

22. Water Losses	41,324,473	gallons	
Line 16 – Line 21			

**TEXAS WATER DEVELOPMENT BOARD
WATER LOSS AUDIT**

E. Apparent Losses

23. Average Customer Meter Accuracy μ	90.00	%	2.5
24. Customer Meter Accuracy Loss (Line 17 / (Line 23 / 100)) – Line 17	18,323,940	gallons	
25. Systematic Data Handling Discrepancy $\dagger$ Use default volume? Circle Y or N 0.25% OF AUTHORIZED BILLED	412,289	gallons	2.5
26. Unauthorized Consumption $\dagger$ Use default volume? Circle Y or N 0.25% OF AUTHORIZED BILLED	412,289	gallons	2.5
27. Total Authorized Consumption APPARENT LOSS	19,148,518	gallons	

F. Real Losses

28. Reported Breaks and Leaks *	3,000,000	gallons	2.5
29. Unreported Loss	16,148,518	gallons	2.5
30. Total Real Losses Line 28 + Line 29	19,148,518	gallons	
31. Total Water Losses (duplicate)	41,324,473	gallons	
32. Non-Revenue Water Line 31 + Line 19 + Line 20	69,446,785	gallons	

G. Technical Performance Indicators for Apparent Loss

33. Apparent Losses per Connection per Day Line 27 / Line 7b / 365	23	gallons	
---	----	---------	--

H. Technical Performance Indicators for Real Loss

34. Real Loss Volume (duplicate) Line 30	19,603,641	gallons	
35. Unavoidable Annual Real Losses Volume ((5.41 x Line 6) + (Line 7b x 0.15)) x 365 x Line 10	10,603,641	gallons	
36. Infrastructure Leakage Index (I.L.I.) Line 34 / Line 35	1.8		
37. Real Losses per Connection per Day Line 34 / Line 7b / 365	23	gallons	
38. Real Losses per Mile per Day Line 34 / Line 6 / 365	4,372	gallons	

TEXAS WATER DEVELOPMENT BOARD
WATER LOSS AUDIT

I. Financial Performance Indicators

39. Total Apparent Losses	19,148,518	gallons	
Line 27			
40. Retail Price of Water *	\$ 0.00870	\$/gallon	3
41. Cost of Apparent Losses	\$166,592.11		
Line 39 x Line 40			
42. Total Real Losses	19,148,518	gallons	
Line 30			
43. Variable Production Cost of Water *	\$ 0.006689	\$/gallon	3
44. Cost of Real Losses	\$128,084.44		
LINE 42 X LINE 43			
45. Total Cost Impact of Apparent and Real Losses	\$294,676.55		
LINE 41 + LINE 44			
46. Total Assessment Score	46.5		

J. System Losses and Gallons per Connection per Day (GPCD)

47. Water Loss per Connection per Day	49	gallons	
LINE 22 / 7B / 365			
48. GPCD Input	101.2		
Line 16 / Line 5a / 365			
49. GPCD Loss	17.8		
Line 31 / Line 5a / 365			

K. Wholesale Factor Adjustments

50. Percent of Treated Wholesale Water the Travels through the			
General Distribution *	100.00	%	

Comments

Full revised TWDB Submission of 2023 usage reports for the purpose of these attachments to show the amount of loss in the City of Keene's System most accurately as they are applying for TWDB Funding.



WATER CONSERVATION PLAN

5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name: CITY OF KEENE

Water Conservation Plan Year: 2024

	Historic 5yr Average	Baseline	5-yr Goal for year <u>2029</u>	10-yr Goal for year <u>2034</u>
Total GPCD ¹	93	93	90	87
Residential GPCD ²	101	101	98	95
Water Loss (GPCD) ³	17	17	17	14

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

Water Conservation Plan Annual Report Retail Water Supplier

CONTACT INFORMATION

Name of Entity: CITY OF KEENE

Public Water Supply Identification Number (PWS ID): TX1260008

Certificate of Convenience and Necessity (CCN) Number: 10905

Surface Water Rights ID Number: _____

Wastewater ID Number: _____

Check all that apply:



Retail Water Supplier



Wholesale Water Supplier



Wastewater Treatment Utility

Address: PO BOX 637 City: KEENE Zip Code: 76059

Email: dmartin@keenetx.com Telephone Number: 817-641-3336

Regional Water Planning Group: G [Map](#)

Groundwater Conservation District: Map

Form Completed By: SARAH FERNANDEZ Title: ENVIRONMENTAL COORDI

Date: 12/11/2024

Reporting Period (calendar year):

Period Begin (mm/yyyy) 01/01/2023 Period End (mm/yyyy) 12/31/2023

Check all of the following that apply to your entity:



Receive financial assistance of \$500,000 or more from TWDB



Have 3,300 or more retail connections



Have a water right with TCEQ

SYSTEM DATA

Retail Customer Categories*

- Residential Single Family
- Residential Multi-family
- Industrial
- Commercial
- Institutional
- Agricultural

**Recommended Customer Categories for classifying your customer water use. For definitions, refer to [Guidance and Methodology on Water Conservation and Water Use](#).*

1. For this reporting period, select the category(s) used to classify customer water use:

- | | |
|---|--|
| ☒ Residential Single Family | ☒ Commercial |
| ☒ Residential Multi-family | ☐ Institutional |
| ☐ Industrial | ☒ Agricultural |

2. For this reporting period, enter the number of connections for and the gallons of **metered retail water** used by each category. If the Customer Category does not apply, enter zero or leave blank. These numbers should be the same as those reported on the Water Use Survey.

Retail Customer Category	Number of Connections	Gallons Metered
Residential Single Family	2,273	106,655,687
Residential Multi-family	221	11,483,089
Institutional		
Commercial	136	34,027,241
Industrial		
Agricultural	94	10,221,100
Total Retail Water Metered¹	2,724	162,387,117

1. Residential + Industrial + Commercial + Institutional + Agricultural = Total Retail Water Metered

Water Use Accounting

	Total Gallons During the Reporting Period
Corrected Input Volume: The volume of treated water input to the distribution system from own production facilities. <i>Same as Line 13b of the Water Loss Audit.</i>	171,553,359
Corrected Treated Purchased Water Volume: The amount of treated purchased wholesale water transferred into the utility's distribution system from other water suppliers system. <i>Same as Line 14b of the Water Loss Audit.</i>	62,808,889
Corrected Treated Wholesale Water Sales Volume: The amount of treated wholesale water transferred out of the utility's distribution system, although it may be in the system for a brief time for conveyance reasons. <i>Same as Line 15b of the Water Loss Audit.</i>	0
Total System Input Volume: This is the sum of the corrected input volume plus corrected treated purchased water volume minus corrected treated wholesale water sales volume. <i>Same as Line 16 of the Water Loss Audit.</i>	234,362,248 Produced + Imported – Exported = System Input
Billed Metered: All retail water sold and metered. <i>Same as Line 17 of the Water Loss Audit (Calculated from values entered on Page 2).</i>	162,387,117
Other Authorized Consumption: Water that is authorized for other uses such as back flushing, line flushing, storage tank cleaning, fire department use, municipal government offices or municipal golf courses/parks. This water may be metered or unmetered. <i>Same as the total of Lines 18, 19, and 20 of the water loss audit.</i>	193,037,775
Total Authorized Consumption: All water that has been authorized for use. <i>Same as Line 21 of Water Loss Audit</i>	355,424,892 Total Billed and Metered Retail Water + Other Authorized Consumption = Total Authorized Use
Total Apparent Losses: Water that has been consumed but not properly measured or billed (losses due to customer meter inaccuracy, systematic data handling discrepancy and/or unauthorized consumption such as theft). <i>Same as Line 27 of the Water Loss Audit.</i>	19,148,518
Total Real Losses: Physical losses from the distribution system prior to reaching the customer destination (losses due to reported breaks and leaks, physical losses from system or mains and/or storage overflow). <i>Same as line 30 of the water loss audit.</i>	19,148,518

Total Water Loss	38,297,036 Apparent + Real = Total Water Loss
-------------------------	---

Targets and Goals

Provide the **specific and quantified five and ten-year targets** as listed in your current Water Conservation Plan. Target dates and numbers should match your current Water Conservation Plan.

Achieve Date	Target for Total GPCD	Target for Residential GPCD	Target for Water Loss (expressed in GPCD)	Target for Water Loss Percentage (expressed in percentage)
Five-year target date: <u>2029</u>	98	90	17	16
Ten-year target date: <u>2034</u>	95	87	14	13

Gallons per Capita per Day (GPCD) and Water Loss

Provide current GPCD and water loss totals. To see if you are making progress towards your stated goals, compare these totals to the above targets and goals. Provide the population and residential water use of your service area.

Total System Input in Gallons	Permanent Population ¹	Total GPCD
234,362,248 Water Produced + Wholesale Imported - Wholesale Exported	6,346	101 (System Input ÷ Permanent Population) ÷ 365

1. Permanent Population is the total permanent population of the service area, including single family, multi-family, and group quarter populations.

Residential Use in Gallons (Single Family + Multi-family)	Residential Population ²	Residential GPCD
118,138,776	3,494	93 (Residential Use ÷ Residential Population) ÷ 365

2. Residential Population is the total residential population of the service area, including only single family and multi-family populations.

Total Water Loss in Gallons	Permanent Population	Water Loss	
		GPCD ³	Percent ⁴
38,297,036 Apparent + Real = Total Water Loss	6,346	17	16

3. (Total Water Loss ÷ Permanent Population) ÷ 365 = Water Loss GPCD
 4. (Total Water Loss ÷ Total System Input) x 100 = Water Loss Percentage

Water Conservation Programs and Activities

As you complete this section, review your utility's water conservation plan to see if you are making progress towards meeting your stated goals.

1. What year did your entity adopt or revise the most recent Water Conservation Plan? 2024
2. Does the Plan incorporate [Best Management Practices](#)? ☒ Yes ☐ No
3. Using the table below, select the types of Best Management Practices or water conservation and reuse strategies actively administered during this reporting period and estimate the savings incurred in implementing water conservation and reuse activities and programs. Leave fields blank if unknown. **Please separate reuse volumes from gallons saved.**

Methods and techniques for determining gallons saved are unique to each utility as they conduct internal effective cost analyses and long-term financial planning. Texas Best Management Practices can be found at TWDB's Water Conservation Best Management Practices [webpage](#). The [Alliance for Water Efficiency Water Conservation Tracking Tool](#) may offer guidance on determining and calculating savings for individual BMPs.

Best Management Practice	Check if Implemented	Estimated Gallons Saved	Estimated Gallons Reused
Conservation Analysis and Planning			
Conservation Coordinator	☒	0	0
Cost Effective Analysis	☐		
Water Survey for Single Family and Multi-family Customers	☒	0	0
Financial			
Wholesale Agency Assistance Programs	☐		
Water Conservation Pricing	☒	0	0.00
System Operations			
Metering New Connections and Retrofitting Existing Connections	☐		
System Water Audit and Loss Control	☒	0	0
Landscaping			
Landscape Irrigation Conservation and Incentives	☐		
Athletic Fields Conservation	☐		
Golf Course Conservation	☐		
Park Conservation	☐		
Residential Landscape Irrigation Evaluation	☐		
Education and Public Awareness			
School Education	☐		
Public Information	☒	0	0
Small Utility Outreach and Education	☐		
Partnerships with Nonprofit Organizations	☐		
Rebate, Retrofit, and Incentive Programs			
Conservation Programs for ICI Accounts	☐		

Residential Clothes Washer Incentive Program	☐		
Water Wise Landscape Design and Conversion Programs	☐		
Showerhead, Aerator, and Toilet Flapper Retrofit	☐		
Residential Toilet Replacement Programs	☐		
ICI Incentive Programs	☐		
Conservation Technology & Reuse			
New Construction Graywater	☐		
Rainwater Harvesting and Condensate Reuse	☐		
Reuse for On-site Irrigation	☐		
Reuse for Plant Washdown	☐		
Reuse for Chlorination/Dechlorination	☐		
Reuse for Industry	☐		
Reuse for Agriculture	☐		
Regulatory and Enforcement			
Prohibition on Wasting Water	☐		
Other, please describe:			
Total Volumes		0	0

4. For this reporting period, estimate the savings from water conservation activities and programs.

Gallons Saved/Conserved	Gallons Recycled/Reused	Total Volume of Water Saved ⁵	Dollar Value of Water Saved ⁶
0	0	0	\$ 0

5. Estimated Gallons Saved/Conserved + Estimated Gallons Recycled/Reused = Total Volume Saved

6. Estimate this value by taking into account water savings, the cost of treatment or purchase of water, and deferred capital costs due to conservation.

Comments or Explanations Regarding Data Entered in Sections Above

The best management practices listed in #3. are selected but show 0 as these are proposed practices incorporated in the City of Keene's December 2024 Water Conservation and Drought Contingency Plan that will be adopted later this month. Because these practices haven't started yet this is why the City doesn't have anything to record yet.

6. During this reporting period, did your rates or rate structure change? ☒ Yes ☐ No

Select the type of rate pricing structures used. Check all that apply.

☒ Uniform Rates	☒ Water Budget Based Rates	☐ Surcharge - seasonal
☐ Flat Rates	☐ Excess Use Rates	☐ Surcharge - drought
☐ Inclining/Inverted Block Rates	☐ Drought Demand Rates	☐ Other, please describe:
☐ Declining Block Rates	☐ Tailored Rates	
☐ Seasonal Rates	☐ Surcharge - usage demand	

7. For this reporting period, select the public awareness or educational activities used.

	Implemented	Number/Unit
<i>Example: Brochures Distributed</i>	√	10,000/year
<i>Example: Educational School Programs</i>	√	50 students/month
Brochures Distributed	☒	6346
Messages Provided on Utility Bills	☒	
Press Releases	☐	
TV Public Service Announcements	☐	
Radio Public Service Announcements	☐	
Educational School Programs	☐	
Displays, Exhibits, and Presentations	☐	
Community Events	☐	
Social Media campaigns	☐	
Facility Tours	☐	
Other :	☐	

Leak Detection and Water Loss

1. During this reporting period, how many leaks were repaired in the system or at service connections? 3,000,000

Select the main cause(s) of water loss in your system.

- ☒ Leaks and breaks
☐ Un-metered utility or city uses
☐ Master meter problems
☐ Customer meter problems
☐ Record and data problems
☐ Other: _____
☐ Other: _____

2. For this reporting period, provide the following information regarding meter repair:

Type of Meter	Total Number	Total Tested	Total Repaired	Total Replaced
Production Meters				
Meters larger than 1 ½"				
Meters 1 ½ or smaller				

3. Does your system have automated meter reading? ☒ Yes ☐ No

Program Effectiveness and Drought

1. In your opinion, how would you rank the effectiveness of your conservation activities?

Customer Classification	Less Than Effective	Somewhat Effective	Highly Effective	Does Not Apply
Residential Customers	☐	☐	☐	☒
Industrial Customers	☐	☐	☐	☒
Institutional Customers	☐	☐	☐	☒
Commercial Customers	☐	☐	☐	☒
Agricultural Customers	☐	☐	☐	☒

2. During the reporting period, did you implement your Drought Contingency Plan?

☐ Yes

☒ No

If yes, how many days were water use restrictions in effect? _____

If yes, check the reason(s) for implementing your Drought Contingency Plan.

- ☐ Water Supply Shortage
☐ High Seasonal Demand
☐ Capacity Issues

- ☐ Equipment Failure
☐ Impaired Infrastructure
☐ Other:

3. Select the areas for which you would like to receive more technical assistance:

- ☒ Best Management Practices
☐ Drought Contingency Plans
☐ Landscape Irrigation
☐ Leak Detection and Equipment
☐ Rainwater Harvesting
☐ Rate Structures

- ☐ Educational Resources
☐ Water Conservation Annual Reports
☐ Water Conservation Plans
☐ Water IQ: Know Your Water
☐ Water Loss Audits
☐ Recycling and Reuse

SUBMIT

Attachment 4:

Letter to Regional Water Planning Group

Date:

Mr. Wayne Wilson
Chair Region G Water Planning Group
7026 East OSR
Bryan, TX 77808

Dear Mr. Wilson:

This letter is to notify you that the City of Keene recently adopted a water conservation and drought contingency plan. This notice is in accordance with Texas Water Development Board and Texas Commission on Environmental Quality rules.

The plan is available upon request.

Sincerely,

Don Martin
City Public Works,
The City of Keene