INTERLOCAL AGREEMENT AMENDMENT AND RENEWAL AMONG
HAYS COUNTY, CALDWELL COUNTY, CITY OF LULING, CITY OF KYLE,
CITY OF BUDA, CITY OF LOCKHART, CITY OF UHLAND,
GUADALUPE-BLANCO RIVER AUTHORITY, PLUM CREEK CONSERVATION DISTRICT,
AQUA WATER SUPPLY CORPORATION, CALDWELL-TRAVIS SOIL AND WATER
CONSERVATION DISTRICT #304, AND HAYS COUNTY SOIL AND WATER
CONSERVATION DISTRICT #351, REGARDING IMPLEMENTATION OF THE PLUM CREEK
WATERSHED PROTECTION PLAN

This Interlocal Agreement Amendment and Renewal ("Amendment") is made and entered into, effective the 7th day of June _______, 2023 ("Effective Date") by and among Hays County, Texas ("Hays County"); Caldwell County, Texas ("Caldwell County"); City of Luling ("Luling"); City of Kyle ("Kyle"); City of Buda ("Buda"); City of Lockhart ("Lockhart"); City of Uhland ("Uhland"); Guadalupe-Blanco River Authority ("GBRA"); Plum Creek Conservation District ("PCCD"); Aqua Water Supply Corporation ("Aqua Water"); Caldwell-Travis Soil and Water Conservation District #304 ("Caldwell-Travis SWCD"); and Hays County Soil and Water Conservation District #351 ("Hays County SWCD"); jointly known as the "Financing Parties." This Amendment is entered into by the Financing Parties pursuant to the authority granted and in compliance with the provisions of the "Interlocal Cooperation Act," as amended, Chapter 791, Texas Government Code. This Amendment is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS in 2006, the Plum Creek Watershed Partnership ("PCWP") was established to restore and protect the water quality in Plum Creek, a tributary of the San Marcos River in the Guadalupe River Basin of Texas, and each Financing Party named above has representatives on the PCWP Steering Committee that is described in and operates under the PCWP Ground Rules dated May 5, 2006 ("Ground Rules"), throughout that time; and

WHEREAS since that time several million dollars have been dedicated to the development and implementation of the highly recognized Plum Creek Watershed Protection Plan ("WPP"); and

WHEREAS the Plum Creek WPP is a roadmap to restore water quality in Plum Creek and includes recommendations on data collection and water quality monitoring, implementation of best management practices to address pollution from agriculture and urban sources, and outreach and education; and

WHEREAS the Plum Creek WPP satisfies the U.S. Environmental Protection Agency's ("EPA") guidelines and expectations for a WPP; and

WHEREAS the Plum Creek Watershed Coordinator ("PCWP Watershed Coordinator"), through an existing grant from the Texas State Soil and Water Conservation Board ("TSSWCB"), EPA, and the Financing Parties, payable and available to the PCWP Watershed Coordinator, facilitates the PCWP; secures additional funding through writing grants; tracks the progress of implementing the Plum Creek WPP; and reports water quality trends resulting from implementation of the Plum Creek WPP; and

WHEREAS on July 11, 2011, the Financing Parties entered into the Interlocal Agreement Among Hays

County, Caldwell County, City of Luling, City of Kyle, City of Buda, City of Lockhart, City of Uhland, Guadalupe-Blanco River Authority, Plum Creek Conservation District, Aqua Water Supply Corporation, Caldwell-Travis Soil and Water Conservation District #304, and Hays County Soil and Water Conservation District #351 for the protection of the Plum Creek Watershed ("Interlocal Agreement"); and

WHEREAS on November 20, 2018, the Financing Parties entered into the Renewal and Extension of the Interlocal Agreement Among Hays County, Caldwell County, City of Luling, City of Kyle, City of Buda, City of Lockhart, City of Uhland, Guadalupe-Blanco River Authority, Plum Creek Conservation District, Aqua Water Supply Corporation, Caldwell-Travis Soil and Water Conservation District #304, and Hays County Soil and Water Conservation District #351, Regarding Implementation of the Plum Creek Watershed Protection Plan ("Renewal and Extension"); and

WHEREAS the Financing Parties desire to ensure continued implementation of the Plum Creek WPP;

NOW THEREFORE, the Financing Parties have mutually agreed to amend and renew the Interlocal Agreement and to proceed as follows:

ARTICLE I PCWP WATERSHED COORDINATOR

The Financing Parties agree to continue their support for the funding of a PCWP Watershed Coordinator for implementation of the Plum Creek WPP. Such program will continue to be the responsibility of the PCWP.

ARTICLE II MANAGING PARTNER

GBRA was designated as Managing Partner by the PCWP Steering Committee, following the execution of the Interlocal Agreement, and will continue to serve in this role. The Managing Partner will be responsible for updating the job description and responsibilities of the PCWP Watershed Coordinator, as needed, with input from the PCWP Steering Committee. The PCWP Steering Committee will continue to follow the Ground Rules.

The Managing Partner will supervise the PCWP Watershed Coordinator. As needed, the Managing Partner, after consulting with PCWP Steering Committee members, will serve as the hiring manager to fill the PCWP Watershed Coordinator position in the event that the position becomes vacant. The Managing Partner may, at its discretion, form a hiring committee comprised of members selected from the PCWP Steering Committee. The PCWP Watershed Coordinator will continue to be housed at a location in the watershed that the Managing Partner approves of, after consulting with the PCWP Steering Committee.

ARTICLE III PLUM CREEK WATERSHED COORDINATOR

The primary responsibilities of the PCWP Watershed Coordinator are stated and listed in Attachment A to this Amendment. Additionally, various other tasks of the PCWP Watershed Coordinator are stated and listed on Attachment B.

ARTICLE IV FUNDING

Any payments made by or financial obligations of any Financing Party relating to this Amendment shall be made from current revenues available to the Financing Party and shall be made to the Managing Partner. The Managing Partner is authorized to deposit all funds received from Financing Partners pursuant to this Amendment in applicable bank accounts and is authorized to spend such funds to implement this Amendment in accordance with the approved budget, provided, however, that any proposed expenditure of funds herein in excess of \$1,000.00, except the salary of the PCWP Watershed Coordinator, shall be first approved by the PCWP Steering Committee. The Financing Parties agree that the estimated annual budget balance, not including a grant reward, is approximately \$48,000.00 with said amount being allocated among several Financing Parties in accordance with Attachment C to this Amendment.

The Financing Parties further agree that other opportunities for funding shall be actively pursued by the PCWP Steering Committee, the Managing Partner, and PCWP Watershed Coordinator throughout the term of this Amendment. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants, and other state and federal funding opportunities.

ARTICLE V STATISTICS AND DOCUMENTS

The Managing Partner shall properly, accurately, and completely maintain all documents, papers, records, and other evidence regarding implementation of this Amendment. To further the purpose of cooperative administration of the activities described within this Amendment, the Managing Partner agrees, if requested, to make documents and record materials associated with expenditures under this Amendment available to each Financing Party, upon reasonable notice, and as often as each Financing Party may require for purpose of inspection, examination, and/or copying of same.

The Managing Partner shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Amendment and ensure that this Amendment is publicly available in the form of a PDF version of this Amendment on the PCWP website. If necessary, a reproduction of a document may be submitted and it shall be so marked.

ARTICLE VI DISPUTES

The Financing Parties agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Amendment. The Financing Parties agree that before they exercise the termination rights described in Article VIII, they will attempt to resolve the dispute and will allow the non-disputing Financing Parties the opportunity to cure the alleged dispute. In the event they are unable to do so, the Financing Parties agree to mediate the dispute prior to exercising their termination rights.

ARTICLE VII TERM

This Amendment shall be effective on the date the last of the Financing Parties signs this Agreement (the "Effective Date") with the financing obligation described commencing for a period of one year beginning on the Effective Date. The term of this Amendment shall be automatically renewed each year for the duration of the federal grant funding provided through the TSSWCB, unless terminated earlier, as provided in Article VIII or amended as provided in Article IX.

ARTICLE VIII TERMINATION

Termination of this Amendment shall coincide with the termination of federal grant funding provided through the TSSWCB and EPA. In the event a Financing Party to this Amendment determines it is in the best interest of that Financing Party to withdraw from this Amendment, the Financing Party may withdraw by giving written notice of such intent to the remaining Financing Parties at the addresses provided in Section X of this Amendment no later than May 31 of the calendar year.

The withdrawing Financing Party shall cooperate with the remaining Financing Parties to achieve a proper transition time period to allow the remaining Financing Parties to restructure the contributions provided by the remaining Financing Parties. The withdrawing Financing Party shall remain liable for such Financing Party's allocated share of the budget for and including the entire PCWP fiscal year prior to such Financing Party's withdrawal.

ARTICLE IX AMENDMENT

No amendment, modification, or alteration of the terms of this Amendment shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Financing Parties after official action by each of the respective governing bodies of the Financing Parties.

ARTICLE X NOTICES

Notices to any Financing Party required or appropriate under this Amendment shall be deemed sufficient if in writing and mailed to the following addresses, USPS postage prepaid.

To Hays County. Notices to Hays County shall be addressed to:

Hays County Judge Hays County 111 East San Antonio Street, Suite 300 San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

To Caldwell County. Notices to Caldwell County shall be addressed to:

Caldwell County Judge

Caldwell County 110 South Main Street Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Caldwell County Judge.

To Luling. Notices to Luling shall be addressed to:

City Manager City of Luling 509 East Crockett Luling, TX 78648

and to other such addresses as may herein be designated in writing by the City Manager of Luling.

To Kyle. Notices to Kyle shall be addressed to:

City Manager City of Kyle 100 West Center Street Kyle, TX 78640

and to other such addresses as may herein be designated in writing by the City Manager of Kyle.

To Buda. Notices to Buda shall be addressed to:

City Manager City of Buda 405 E. Loop Street, Building 100 Buda, TX 78610

and to other such addresses as may herein be designated in writing by the City Manager of Buda.

To Lockhart. Notices to Lockhart shall be addressed to:

City Manager City of Lockhart P.O. Box 239 Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the City Manager of Lockhart.

To Uhland. Notices to Uhland shall be addressed to:

City Secretary
City of Uhland
15 N. Old Spanish Trail

Uhland, TX 78640

and to other such addresses as may herein be designated in writing by the City Secretary of Uhland.

To GBRA. Notices to GBRA shall be addressed to:

General Manager Guadalupe-Blanco River Authority 933 East Court Street Seguin, TX 78155

and to such other addresses as may herein be designated in writing by the General Manager of GBRA.

To Plum Creek Conservation District. Notices to Plum Creek Conservation District shall be addressed to:

Executive Manager Plum Creek Conservation District 1101 W. San Antonio Street Lockhart, TX 78644

To Aqua Water Supply Corporation. Notices to Aqua Water Supply Corporation shall be addressed to:

General Manager Aqua WSC 415 Old Austin Hwy Drawer P Bastrop, TX 78602

To Caldwell-Travis SWCD. Notices to Caldwell-Travis SWCD shall be addressed to:

Chairman
Caldwell-Travis SWCD #304
111 E Martin Luther King Jr Industrial Blvd, Suite B
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Chairman of Caldwell-Travis SWCD.

To Hays County SWCD. Notices to Hays County SWCD shall be addressed to:

Chairman Hays County SWCD #351 326 Cheatham Street San Marcos, TX 78666-6912

and to other such addresses as may herein be designated in writing by the Chairman of Hays County

SWCD.

ARTICLE XI RELATIONSHIP OF FINANCING PARTIES

Nothing contained herein shall be deemed or construed by the Financing Parties, or by any third party, as creating the relationship of principal and agent, joint venture, or any other similar relationship among the Financing Parties. It is understood and agreed that no provisions contained herein nor any acts of the Financing Parties hereto create a relationship among the Financing Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Financing Party shall be responsible for its respective acts or omissions. No Financing Party has the authority to bind the other Financing Parties or to hold out to third parties that it has the authority to bind the other Financing Parties separately or collectively.

ARTICLE XII APPLICABLE LAW

This Amendment shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Financing Parties created hereunder are performable in the counties of Guadalupe, Hays, Travis, or Caldwell, Texas.

ARTICLE XIII LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such shall not affect any other provisions hereof and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XIV COMPLIANCE WITH LAWS AND ORDINANCES

The Financing Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Amendment. The Financing Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

ARTICLE XV PARTIES BOUND

This Amendment shall be binding upon and inure only to the benefit of the Financing Parties hereto and their respective successors and assigns where permitted by this Amendment.

ARTICLE XVI DEFINITIONS

The "Financing Parties" means the entities that have executed this Amendment in their separate capacities.

The "Plum Creek Watershed Partnership" or "PCWP" means an unincorporated entity operating under the "PCWP Ground Rules."

The "PCWP Steering Committee" is the group of individuals listed in the Ground Rules document, that directs the actions of the "Plum Creek Watershed Partnership" in accordance with the "PCWP Ground Rules" and with the terms of this Amendment.

The "Managing Partner" is the person or entity selected by the PCWP Steering Committee to be, and operates as, the managing partner of the PCWP and has the duties and responsibilities described in both the "PCWP Ground Rules" and in this Amendment.

In Witness Whereof, the Financing Parties have executed in multiple originals, each of which shall have the full force and effect of an original, this Amendment.

Hays County	Caldwell County
Ву:	Ву:
Date: 5-2-2023	Date:
City of Luling	City of Kyle
Ву:	Ву:
Date:	Date:
City of Buda	City of Lockhart
Ву:	Ву:
Date:	Date:
City of Uhland	Guadalupe-Blanco River Authority
Ву:	Ву:
Date:	Date:
Plum Creek Conservation District	Aqua Water Supply Corporation
Ву:	By:
Date:	Date:
Caldwell-Travis SWCD #304	Hays County SWCD #351
Ву:	By:
Date:	Date:

Hays County	Caldwell County
By:	By: Mark
Date:	Date: 03/29/2023
City of Luling	City of Kyle
By:	Ву:
Date:	Date:
City of Buda	City of Lockhart
By:	By:
Date:	Date:
City of Uhland	Guadalupe-Blanco River Authority
By:	By:
Date:	Date:
Plum Creek Conservation District	Aqua Water Supply Corporation
By:	By:
Date:	Date:
Caldwell-Travis SWCD #304	Hays County SWCD #351
Ву:	By:
Date:	Date:

Hays County	Caldwell County
By:	By:
Date:	Date:
City of Luling By: Date: April 13, 2023	City of Kyle By: Date:
City of Buda	City of Lockhart
Ву:	By:
Date:	Date:
City of Uhland	Guadalupe-Blanco River Authority
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Plum Creek Conservation District	Aqua Water Supply Corporation
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Caldwell-Travis SWCD #304	Hays County SWCD #351
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Hays County	Caldwell County
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City of Buda	City of Lockhart
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City of Uhland	Guadalupe-Blanco River Authority
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Plum Creek Conservation District	Aqua Water Supply Corporation
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Caldwell-Travis SWCD #304	Hays County SWCD #351
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Hays County	Caldwell County
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City of Luling	City of Kyle
Ву:	By:
Date:	
City of Buda By:	City of Lockhart By:
Micah Grau, City Manager	
Date: May 8, 2023 Apprvd by Buda City Council 4/4/23 City of Uhland By: Date:	Date:
Plum Creek Conservation District By:	
Date:	Date:
Caldwell-Travis SWCD #304 By:	Hays County SWCD #351 By:
Date	Date:

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City of Uhland	Guadalupe-Blanco River Authority
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City of Uhland By:	Guadalupe-Blanco River Authority By:
Date: May 10, 2023	Date:
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City of Buda	City of Lockhart
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City of Uhland	Guadalupe-Blanco River Authority
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Plum Creek Conservation District	Aqua Water Supply Corporation
By: James a. Lock A.	By:
Date: 4 18/2023	Date:
Caldwell-Travis SWCD #304	Hays County SWCD #351
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City of Buda	City of Lockhart
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Date:	Date:
City of Uhland	Guadalupe-Blanco River Authority
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Plum Creek Conservation District	Aqua Water Supply Corporation
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City of Buda	City of Lockhart
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City of Uhland	
By:	Ву:
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Plum Creek Conservation District	Aqua Water Supply Corporation
Ву:	By:
Date:	Date:
Caldwell-Travis SWCD #304	Hays County SWCD #351
By: Donald Graham	Ву:
Date: 5-4-2023	Date:

Hays County	Caldwell County
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City of Luling	City of Kyle
By:	By:
Date:	Date:
City of Buda	City of Lockhart
Ву:	Ву:
Date:	Date:
City of Uhland	Guadalupe-Blanco River Authority
By:	By:
Date:	Date:
Plum Creek Conservation District	Aqua Water Supply Corporation
Ву:	By:
Date:	Date:
Caldwell-Travis SWCD #304	Hays County SWCD #351
By:	By: John Donn
Date:	_ Date: 06/07/23

ATTACHMENT A PRIMARY RESPONSIBILITIES OF PLUM CREEK WATERSHED COORDINATOR

- Work with counties, cities, local boards and businesses to implement management measures
 identified in the Plum Creek WPP to improve water quality and develop funding mechanisms for
 putting them in place.
- Work with state and federal agencies and organizations, as appropriate, to bring technical and financial resources to the watershed.
- Pursue external funding to reduce or cover costs for the project (salary and operating).
- Track and document implementation efforts to assess progress toward established goals in the WPP.
- Evaluate water quality data to monitor progress and determine the need for new approaches.
- Coordinate and conduct water resources and related environmental outreach education efforts across the watershed, including organizing training programs and participating in local community clean-up events.
- Develop publications (e.g., newspaper, newsletter, factsheets), and website content to promote and communicate watershed efforts.
- Conduct regular stakeholder meetings, including PCWP Steering Committee and Work Group, throughout the watershed to gather and incorporate local input and encourage citizen participation.
- Provide Counties, Cities and other partners with regular updates on progress, and seek their input and recommendations on needed activities.

ATTACHMENT B PLUM CREEK WATERSHED COORDINATOR TASKS

Agriculture

- Coordinate with Soil and Water Conservation District Technician
- Secure funding to support financial incentive programs
- Organize, promote and participate in Texas AgriLife Extension Service education workshops and training events
- Develop and deliver educational programs on agriculture nonpoint source best management practices
- Develop and disseminate factsheets and other education materials (e.g., videos, slide sets) to promote adoption and proper management of best management practices
- Facilitate soil and water testing campaigns; conduct interpretive educational events
- Coordinate development of grant proposals
- Monitor and report progress of conservation practice program implementation
- Identify and implement innovative strategies to facilitate practice adoption and sustained management

Feral Hogs

- Coordinate with Wildlife Extension Feral Hog Education Specialist
- Monitor and facilitate citizen use of the online reporting system to track feral hogs sightings and damage
- Facilitate delivery of updates on progress to County officials and other stakeholders
- Deliver education programs at workshops and other events
- Facilitate and assist with development and distribution of educational resources (e.g., factsheets, videos, etc.)
- Coordinate with Texas Wildlife Services to facilitate hog control efforts
- Monitor and report progress of feral hog programs and identify proactive strategies

Urban Stormwater

- Work with city officials to identify programs and projects to mitigate stormwater nonpoint source
- Assist cities with development of grant proposals
- Assist city personnel with existing TCEQ CWA §319(h) nonpoint source projects in Kyle and Lockhart
- Facilitate stormwater management practice demonstrations
- Secure, develop and/or assist with the preparation and distribution of educational resources including factsheets, videos, slide sets, etc.
- Coordinate Sports Athletic Field Education (SAFE) workshops
- Coordinate community cleanup events and participate in environmental fairs in Kyle, Lockhart, and Luling

.

- Facilitate pet waste management outreach
- Monitor and report progress of urban nonpoint source programs and identify proactive strategies

Wastewater

- Coordinate septic system management workshops for homeowners and installer/ maintenance providers
- Assist cities and counties with Texas Water Development Board applications for wastewater infrastructure projects; including State Revolving Fund
- Facilitate fats, oils, and grease (FOG) workshops
- Interact with wastewater treatment facilities (WWTFs) to pursue voluntary permit upgrades
- Promote and assist with research efforts to determine and mitigate contributions from WWTF
- Pursue implementation of an unannounced inspection program for WWTFs
- Assist counties with expansion of inspection/enforcement programs for septic systems
- Develop and deliver educational resources and programs regarding the need for and methods of septic system management

General Partnership Duties

- Coordinate and conduct quarterly PCWP Steering Committee meetings and Work Group meetings as needed
- Actively promote widespread awareness and involvement in project implementation by stakeholders across the watershed
- Conduct regular communication with the PCWP and respond to stakeholder questions and concerns
- Facilitate communication and coordination among team members from all agencies and organizations
- Identify funding opportunities and develop and submit grant proposals to support implementation
- Perform quarterly analysis of targeted and routine water quality monitoring data
- Track management practice implementation across the watershed, both as a result of the project and external efforts
- Manage implementation grants; generate quarterly progress reports for grants and other funding sources
- Prepare the biennial update of the Plum Creek WPP including progress in implementation and needed modifications to goals and milestones
- Produce and distribute publications highlighting watershed implementation activities and specific best management practices
- Produce and distribute a quarterly newsletter
- Manage and update PCWP website content
- Manage and update Facebook site and Instagram page

- Produce and distribute press releases regarding key issues, programs and project efforts in the watershed
- Provide radio interviews regarding watershed developments; pursue a weekly radio program to discuss project efforts and public action
- Provide regular updates to city councils, county commissioner's courts, PCCD, soil and water conservation districts, TSSWCB, TCEQ, and other partner agencies, groups and organizations
- Develop material for inclusion in the TCEQ-TSSWCB Annual Report on Managing NPS Pollution in Texas and the GBRA CRP Basin Highlights Report and Basin Summary Report
- Facilitate adoption of appropriate city and county ordinances
- Perform advisory role in Central Texas Green Printing, regional water and wastewater studies, and other regional planning efforts on behalf of the PCWP
- Interact with ongoing local school water quality monitoring projects
- Participate in annual community events and festivals (Luling Foundation Field Day, Lockhart Rites of Spring, Luling Watermelon Thump, etc.) to promote citizen interaction to implement the WPP
- Facilitate special household hazardous waste and agricultural waste pesticide collection events
- Facilitate ongoing illegal dumping management programs
- Coordinate periodic tours/field days in the watershed for stakeholders and agency partners to demonstrate project efforts
- Pursue opportunities for increased public awareness including roadway signs, billboards, special events, etc.

ATTACHMENT C FINANCING PARTIES COST BREAKDOWN

Entities	2009 Population*	Area (sq. Miles)	Cost Portion		Total
			Population (50%)	Land (50%)	Total
Caldwell County	17,488	311.00	\$3,022.00	\$5,932.00	\$8,954.00
Hays County	8,622	72.00	\$1,490.00	\$1,208.00	\$2,698.00
Kyle	28,700	9.38	\$4,960.00	\$188.00	\$5,148.00
Lockhart	14,238	11.26	\$2,461.00	\$225.00	\$2,686.00
Luling	5,502	3.31	\$951.00	\$66.00	\$1,017.00
Buda	7,784	2.27	\$1,345.00	\$45.00	\$1,391.00
GBRA	26,110	388.00	\$4,513.00	\$7,775.00	\$12,287.00
PCCD	26,110	388.00	\$4,513.00	\$7,775.00	\$12,287.00
Uhland	457	1.83	\$79.00	\$37.00	\$116.00
Aqua WSC	3,855		\$666.00	\$749.00	\$1,416.00
Total	138,866	1,187.05	\$24,000.00	\$24,000.00	\$48,000.00

^{*}Population that falls within the Plum Creek Watershed