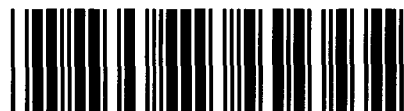




Control Number: 48299



Item Number: 1

Addendum StartPage: 0



PURSUANT TO PUC CHAPTER 24, SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER  
SERVICE PROVIDERS, SUBCHAPTER G: CERTIFICATES OF CONVENIENCE AND NECESSITY, 9/1/14  
2018 APR 19 PM 3:59  
FILING CLERK

## Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (CCN)

Docket Number **482997**

(this number will be assigned by the Public Utility Commission after your application is filed)

7 copies of the application, including the original, shall be filed with

Public Utility Commission of Texas  
Attention: Filing Clerk  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326

If submitting digital map data, two copies of the portable electronic storage medium (such as CD or DVD) are required.

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## Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (CCN)

Purpose of Application		
<input type="checkbox"/> Obtain	<input type="checkbox"/> New Water CCN	<input type="checkbox"/> New Sewer CCN
<input checked="" type="checkbox"/> Amend	<input checked="" type="checkbox"/> Water CCN# (s)	10018
<input type="checkbox"/> Amend	<input type="checkbox"/> Sewer CCN#(s)	

### 1. Applicant Information

Applicant	
Utility name: Levi Water Supply Corporation	
Certificate number: 10018	
Street address (City/ST/ZIP/Code): 2757 Rosenthal Parkway, Lorena, Texas 76655	
Mailing address(City/ST/ZIP/Code): P. O. Box 490, Lorena, Texas 76655	
Utility Phone Number and Fax: (254) 857-3050 (T) and 254-857-3226 (F)	
Contact information	
Please provide information about the person(s) to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant manager, or other title related to the applicant.	
Name: Mary Margaret Croft	Title: Attorney
Mailing address: 7901 Fish Pond Rd., Ste. 210, Waco, Texas 76710	
Email: marymargaret@carpenterandcroft.com	Phone and Fax: (254) 300-7909
List all counties in which service is proposed: McLennan County and Falls County	

A. Check the appropriate box and provide information regarding the legal status of the applicant:

- ☐ Investor Owned Utility      ☐ Individual      ☐ Partnership
- ☐ Home or Property Owners Association      ☐ For-profit Corporation
- ☒ Non-profit, member-owned, member-controlled cooperative corporation  
(Water Code Chapter 67, Water Supply or Sewer Service Corporation)
- ☐ Municipality      ☐ District      ☐ Other - Please explain:

B. If the applicant is a For-Profit business or corporation, please include the following information:

- i. A copy of the corporation's "Certification of Account Status" from the Texas State Comptroller of Public Accounts.
- ii. The corporation's charter number as recorded with the Office of the Texas Secretary of State: \_\_\_\_\_
- iii. A listing of all stockholders and their respective percentages of ownership.
- iv. A copy of the company's organizational chart, if available.
- v. A list of all directors and disclose the title of each individual.
- vi. A list of all affiliated organizations (if any) and explain the affiliate's business relationship with the applicant.

C. If the applicant is a Texas Water Code (TWC) Chapter 67 water supply or sewer service corporation please provide:

- i. A copy of the Articles of Incorporation and By-Laws. See Exhibit 1.C.i.
- ii. The corporation's charter number as recorded with the Office of the Texas Secretary of State. See Exhibit 1.C.ii.
- iii. Identification of all board members including name, address, title, and telephone number. See Exhibit 1.C.iii.
- iv. A copy of the corporation's *Certificate of Account Status* from the Texas Comptroller of Public Accounts.

See Exhibit 1.C.iv.

## 2. Location Information

- A. Are there people already living in the proposed area?      ☒ Yes      ☐ No
- If YES, are any currently receiving utility service?      ☐ Yes      ☐ No
- If YES, from WHOM? Levi Water Supply Corporation

**B. Demonstrate the Need for Service by providing the following:**

Have you received any requests for service in the requested service area?

☒ Yes    ☐ No

If YES, provide the following: See Exhibit 2.B.

- i. Describe the service area and circumstances driving the need for service in the requested area. Indicate the name(s) and address(es) of landowner(s), prospective landowner(s), tenant(s), or resident(s) that have requested service; and/or
- ii. Describe the economic need(s) for service in the requested area (i.e. plat approvals, recent annexation(s) or annexation request(s), building permits, septic tank permits, hospitals, etc.); and/or
- iii. Discuss in detail the environmental need(s) for service in the requested area (i.e. failing septic tanks in the requested area, fueling wells, etc.); and/or
- iv. Provide copies of any written application(s) or request(s) for service in the requested area; and/or
- v. Provide copies of any reports and/or market studies demonstrating existing or anticipated growth in the requested area.
- vi. If none of these items exist or are available, please justify the need for service in the proposed area in writing.

Note: Failure to demonstrate a need for additional service in the proposed service area may result in the delay and /or possible denial of the application.

**C. Is any portion of the proposed service area inside an incorporated city or district?**

☒ Yes    ☐ No

If YES, within the corporate limits of: City of Waco

Provide a copy of any franchise, permit, or consent granted by the city or district. If not available please explain:

**Dual Certification Agreement with City of Waco attached as Exhibit 2.C.**

**D. Is any portion of the proposed service area inside another utility's CCN area?**

☒ Yes    ☐ No

If YES, has the current CCN holder agreed to decertify the proposed area?

If NO, are you seeking dual or single certification of the area? Explain why decertification of the area is in the public interest:

**No. The proposed service line is within Mooreville Water Supply Corporation's CCN area. They have provided written consent for Levi's service of 3 meters within their area. Levi does not plan to serve any other meters within Mooreville WSC's area. Said consent is attached as Exhibit 2.D**

### 3. Map Requirements

Attach the following hard copy maps with each copy of the application:

- A. A location map delineating the proposed service area with enough detail to accurately locate the proposed area within the county. See Exhibit 3.A.
- B. A map showing only the proposed area by:
  - i. metes and bounds survey certified by a licensed state or register professional land surveyor; or
  - ii. projectable digital data with metadata (proposed areas should be in a single record and clearly labeled). Also, a data disk labeled with the applicant's name must be provided; or
  - iii. following verifiable natural and man-made landmarks; or
  - iv. a copy of recorded plat map with metes and bounds.
- C. A written description of the proposed service area.
- D. Provide separate and additional maps of the proposed area(s) to show the following:
  - i. all facilities, illustrating separately facilities for production, transmission, and distribution of the applicant's service(s); and
  - ii. any facilities, customers or area currently being served outside the applicant's certificated area(s).

See digital data on CD,  
attached in hardcopy form as  
Exhibit 3.B.

**Note:** Failure to provide adequate mapping information may result in the delay or possible denial of your application.

Digital data submitted in a format other than ArcView shape file or Arc/Info E00 file may result in the delay or inability to review applicant's mapping information.

For information on obtaining a CCN base map or questions about sending digital map data, please visit the Water Utilities section of the PUC website for assistance.

### 4. New System Information or Utilities Requesting a CCN for the First Time

- A. Please provide the following information:
  - i. a list of public drinking water supply system(s) or sewer system(s) within a 2 mile radius of the proposed system;
  - ii. copies of written requests seeking to obtain service from each of the public drinking water systems or sewer systems listed in a. 1 above or documentation that it is not economically feasible to obtain service from each entity;
  - iii. copies of written responses from each system or evidence that they did not reply; and
  - iv. for sewer utilities, documentation showing that you have obtained or applied for a wastewater discharge permit.
- B. Were your requests for service denied? ☐ Yes ☐ No

i. If yes, please provide documentation of the denial of service and go to c.

ii. If no, please provide a detailed analysis which justifies your reasons for not accepting service. A separate analysis must be prepared and submitted for each utility that granted your request for service.

C. Please summarize how the proposed utility system will be constructed and describe each projected construction phase, if any:

D. Date of plat approval, if required: \_\_\_\_\_  
 Approved by: \_\_\_\_\_

E. Date Plans & Specifications submitted to the TCEQ for approval: \_\_\_\_\_  
 Attach copy of approval letter, if available. If the letter is not available by the time your CCN application is submitted, please supplement your application with a copy of the letter once you receive it from the TCEQ.

F. Date construction is scheduled to commence: \_\_\_\_\_

G. Date service is scheduled to commence: \_\_\_\_\_

## 5. Existing System Information

A. Please provide the following information for each water and/or sewer system, attach additional sheets if necessary.

i. Water system(s): TCEQ Public Water System identification number(s):

1	5	5	0	0	3	5												

ii. Sewer system(s): TCEQ Discharge Permit number(s)





TCEQ Water System			TCEQ Sewer System		
Other:			Other:		
Total Water	650	37	Total Sewer		

- E. If this application is for a water CCN only, please explain how sewer service is or will be provided:

Sewer will be provided by septic tanks in most cases. Within the City of Waco, the City will provide sewer service where applicable

- F. If this application is for a sewer CCN only, please explain how water service is or will be provided:

N/A

- G. Effect of Granting a Certificate Amendment. See Exhibit 5.G.

Explain in detail the effect of granting of a certificate or an amendment, including, but not limited to regionalization, compliance and economic effects on the following:

- the applicant,
- any retail public utility of the same kind already serving the proximate area; and
- any landowner(s) in the requested area.

- H. Do you currently purchase or plan to purchase water or sewer treatment capacity from another source?

i. ☒ No, (skip the rest of this question and go to #6)

ii. ☐ Yes, Water

Purchased on a ☐ Regular ☐ Seasonal ☐ Emergency basis?

Water Source	% of Total Treatment
	0.00%

Water Source	% of Total Treatment
	0.00%
	0.00%

iii. ☐ Yes, Sewer treatment capacity

Purchased on a ☐ Regular ☐ Seasonal ☐ Emergency basis?

Sewer Source	% of Total Treatment
	0.00%
	0.00%
	0.00%

iv. Provide a signed and dated copy of the most current water or sewer treatment capacity purchase agreement or contract.

I. Ability to Provide Adequate Service.

Describe the ability of the applicant to provide adequate service, including meeting the standards of the commission, taking both of the following items into consideration:

- i. the current and projected density; and
- ii. the land use of the requested area.

J. Effect on the Land. Explain the effect on the land to be included in the certificated area.

## 6. Financial Information

- A. For new water and/or sewer systems and for applicants with existing CCNs who are constructing a new stand-alone water and/or sewer system:
  - i. the applicant must provide an analysis of all necessary costs for constructing, operating, and maintaining the system, and the source of that capital (such as a financial statement for the developing entity) for which the CCN is requested for at least the first five years. In addition, if service has been offered by an existing retail water service provider as stated in #4.A., but the applicant has determined that the cost of service as finally offered renders the project not economically feasible, the applicant must provide a comparison analysis of all necessary costs for acquiring and continuing to receive service from the existing system for the same period.
  - ii. Attach projected profit and loss statements, cash flow worksheets, and balance sheets (projected five year financial plan worksheet is attached) for each of the first five years of operation. Income from rates

should correlate to the projected growth in connections, shown on the projected profit and loss statement.

- iii. Attach a proposed rate schedule or tariff. Describe the procedure for determining the rates and fees and indicate the date of last change, if applicable. Attach copies of any cost of service studies or rate analysis worksheets.
- B. For existing water and/or sewer systems:
  - i. Attach a profit and loss statement and current balance sheet for existing businesses (end of last fiscal year is acceptable). Describe sources and terms for borrowed capital such as loans, bonds, or notes (profit and loss and balance sheet worksheets are attached, if needed). See Exhibit 6.B.i.
  - ii. Attach a proposed rate schedule or tariff. See Exhibit 6.B.ii.
- ❖ **Note: An existing water and/or sewer system may be required to provide the information in 6.A.i. above during the technical review phase if necessary for staff to completely evaluate the application**
- C. Identify any funds you are required to accumulate and restrict by lenders or capital providers. See Exhibit 6.C.
- D. In lieu of the information in #6.A. thru #6.C., you may provide information concerning loan approvals within the last three (3) years from lending institutions or agencies including the most recent financial audit of the applicant.
- ❖ **Note: Failure to provide adequate financial information may result in the delay or possible denial of your application.**

## 7. Notice Requirements

- A. All proposed notice forms must be completed and submitted with the application. Do not mail or publish the notices until you receive written approval from the commission to do so. See Exhibit 7.A
- B. The commission cannot grant a CCN until proper notice of the application has been given. Commission rules do not allow a waiver of notice requirements for CCN applicants.
- C. It is the applicant's responsibility to ensure that proper notice is given to all entities that are required to receive notice.
- D. Recommended notice forms for publication, neighboring cities and systems, landowners with 25 acres or more, and customers are included with this application for use in preparing proposed notices. (Notice forms are available in Spanish upon request.)
- E. After reviewing and, if necessary, modifying the proposed notice, the commission will send the notice to the applicant after the application is accepted for filing along with instructions for publication and/or mailing. Please review the notice carefully before providing the notice.
- F. Notice For Publication:  
The applicant shall publish the notice in a newspaper with general circulation in the county(ies) where a CCN is being requested. The notice must be published once each week for two consecutive weeks beginning with the week after the notice is received from the commission. Proof of publication in the form of a publisher's affidavit shall be submitted to the commission within 30 days of the last publication date. The affidavit shall state with specificity each county in which the newspaper is of general circulation.
- G. Notice To Neighboring Utilities:
  - i. List all neighboring retail public utilities and cities providing the same utility service within the following vicinities of the applicant's proposed certificate area.
  - ii. For applications for the issuance of a NEW CCN, the applicant must mail the notice with a copy of the proposed CCN map to all cities and neighboring retail public utilities providing the same utility service within five (5) miles of the requested service area.

should correlate to the projected growth in connections, shown on the projected profit and loss statement.

- iii. Attach a proposed rate schedule or tariff. Describe the procedure for determining the rates and fees and indicate the date of last change, if applicable. Attach copies of any cost of service studies or rate analysis worksheets.
- B. For existing water and/or sewer systems:
  - i. Attach a profit and loss statement and current balance sheet for existing businesses (end of last fiscal year is acceptable). Describe sources and terms for borrowed capital such as loans, bonds, or notes (profit and loss and balance sheet worksheets are attached, if needed). See Exhibit 6.B.i.
  - ii. Attach a proposed rate schedule or tariff. See Exhibit 6.B.ii.
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- C. It is the applicant's responsibility to ensure that proper notice is given to all entities that are required to receive notice.
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- G. Notice To Neighboring Utilities:
  - i. List all neighboring retail public utilities and cities providing the same utility service within the following vicinities of the applicant's proposed certificate area. See Exhibit G.i.
  - ii. For applications for the issuance of a NEW CCN, the applicant must mail the notice with a copy of the proposed CCN map to all cities and neighboring retail public utilities providing the same utility service within five (5) miles of the requested service area.

- iii. For applications for the AMENDMENT of a CCN, the applicant must mail the notice with a copy of the proposed CCN map to all cities and neighboring retail public utilities providing the same utility service within two (2) miles of the requested service area.
- H. Notice to Customers:  
Investor Owned Utilities (IOUs) that are currently providing service without a CCN must provide individual mailed notice to all current customers. The notice must contain the current rates, the date those rates were instituted and any other information required in the application.
- I. The commission may require the applicant to deliver notice to other affected persons or agencies.

**Do not publish or send copies of the proposed notices to anyone at the time you submit the application to the commission. Wait until you receive written authorization to do so. Authorization occurs after the commission has reviewed the notices for completeness, and your application has been accepted for filing. Once the application is accepted for filing, you will receive written authorization to provide notice. Please check the notices for accuracy before providing them to the public. It is the applicant's burden to ensure that correct and accurate notice is provided.**

## OATH

STATE OF Texas  
COUNTY OF McLennan

I, Mike Meadows, being duly sworn, file this application as President (indicate relationship to Applicant, that is, owner, member of partnership, title as officer of corporation, or other authorized representative of Applicant); that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the maps and financial information filed with this application, and have complied with all the requirements contained in this application; and, that all such statements made and matters set forth therein are true and correct. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Public Utility Commission of Texas.

I further represent that the application form has not been changed, altered or amended from its original form.

**I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants for service within its certificated service area.**



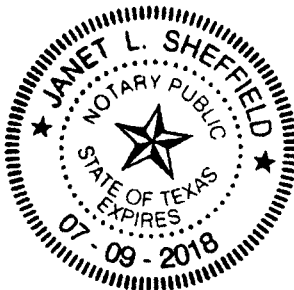
AFFIANT

(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of Texas,  
This day 1 of March 20 18

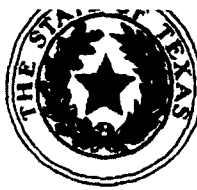
SEAL



Janet Sheffield  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

Janet Sheffield  
PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES 07-09-18



JUN 1 1988

## The State of Texas

 Clerk III-K  
 Corporations Section

## Secretary of State

 JACK PAHS  
 SECRETARY OF STATE

 CHARTER NO. 00200105-01  
 ARTICLE 9.01, T.V.P.C.A. REPORT  
 FILING FEE \$5.00

PURSUANT TO THE PROVISIONS OF ARTICLE 9.01 OF THE TEXAS NON-PROFIT CORPORATION ACT, THE UNDERSIGNED CORPORATION HEREBY FILES ITS REPORT SETTING FORTH:

## 1. THE NAME OF THE CORPORATION IS:

LEVI WATER SUPPLY CORPORATION

## 2. IT IS INCORPORATED UNDER THE LAWS OF: TEXAS

## 3. THE STREET ADDRESS OF THE REGISTERED OFFICE OF THE CORPORATION IN THE STATE OF TEXAS IS: RT 2 LORENA, TX

4. ITS REGISTERED AGENT AT SUCH ADDRESS IS: ~~LEVI WATER SUPPLY~~ Brad S Ber

## 5. IF A FOREIGN CORPORATION, THE STREET ADDRESS OF ITS PRINCIPAL OFFICE IN THE STATE OR COUNTRY UNDER THE LAWS OF WHICH IT IS INCORPORATED IS:

## 6. THE NAMES AND RESPECTIVE ADDRESSES OF ITS DIRECTORS (OR TRUSTEES, ETC.) AND OFFICERS ARE:

NAME	OFFICE	ADDRESS
Purdie Medlin	President	Box 131 Hewitt TX 76641
Charles Hansen	Vice-President	Rt 1 Chilton TX 76633
Sup. Wedemeyer	Secretary	Rt 2 Box 891 Lorena TX 76651
Mike Meadows	Board Member	Rt 2 Box 230-F Waco TX 76702
Kerry Hansen	Board Member	Rt 3 Box 120 Lorena TX 76651

## 7. THE FOREGOING INFORMATION IS GIVEN AS OF THE DATE OF THE EXECUTION OF THIS REPORT:

DATED 5-28, 1988

Levi Water Supply Corporation

 RECEIVED  
 SECRETARY OF STATE

NAME OF CORPORATION

JUN 1 1988

BY

ITS

(AUTHORIZED OFFICE)

NOTE: ALL ITEMS MUST BE COMPLETED. MAKE CHANGES TO ITEMS 3 AND 4 AS NECESSARY. RETURN TO SECRETARY OF STATE, CORPORATIONS SECTION, P.O. BOX 13677, AUSTIN, TEXAS 78711-3697 WITH \$5.00 FEE.

**BYLAWS**  
**of**  
**LEVI WATER SUPPLY CORPORATION**

Bylaws of Levi Water Supply Corporation, having been presented to the Board of Directors of said Corporation and duly adopted as follows:

**ARTICLE I**

The President shall preside and vote at all Members' and Directors' meetings. The President shall perform all other duties that usually pertain to the office or are delegated by the Board of Directors.

**ARTICLE II**

The Vice-President shall, in case of the absence or disability of the President, perform the duties of the President.

**ARTICLE III**

The Secretary, Treasurer or Deputy Secretary shall have custody of all monies, records and securities of the Corporation. The Secretary or Deputy Secretary shall keep minutes of all meetings of the Corporation. All monies of the Corporation shall be deposited by the Secretary, Treasurer or Deputy Secretary in such depository as shall be selected by the Directors. Checks must be signed by a combination of any two of the three: General Manager, the President, Vice President or Treasurer. The Board of Directors may appoint an employee as assistant or deputy secretary to assist the Secretary and/or Treasurer in all official duties pertaining to that office. The Treasurer shall submit a proposed annual operating budget for the upcoming year at the December Board of Directors meeting.



The position of the Secretary, Treasurer, Deputy Secretary and other Board positions and/or employees entrusted with receipt and disbursement of funds, shall be placed under a fidelity bond in an amount which shall be set from time to time, but not less than once each year, by the Board of Directors. The fidelity bond coverage amount shall approximate the total annual debt service requirements for all USDA Rural Development, Rural Utilities Service (RUS) loans and be evidenced by a position fidelity schedule bond as acceptable to USDA Rural Development, RUS, or its successor agencies and assigns. In the event, no monies are owed to the above, Levi will maintain a fidelity bond in an amount determined by the Board of Directors.

#### **ARTICLE IV**

Section 1. A person must be a member of the Corporation and at least 18 years old in order to serve as a Director. A person is not qualified to serve as a director if the person has been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated; or partially mentally incapacitated without the right to vote; or has been finally convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities.

Section 2. The Board of Directors shall consist of 5 Directors, a majority of whom shall constitute a quorum. Upon issuance of the Charter and annually thereafter on the last Tuesday of April, the Board of Directors shall elect a President, a Vice-President, a Secretary and/or Treasurer from among the Directors. The Directors shall be elected by the Members at the Members' meetings provided for in Article VI of the Bylaws. The Directors shall be divided into three (3) classes, each class to be as near as equal in number as possible. The terms of the Directors of the first class shall expire at the first annual meeting of the Members after their election; the terms of the Directors of the second class shall expire at the second annual meeting after their election; and terms of the Directors of the third class shall expire at the third annual meeting after their election. At each annual meeting after such classification, the number of Directors equal to the number of the class whose term expires at the time of such meeting shall

be elected to hold office until the third succeeding annual meeting. Directors, as such, shall not receive any stated salary for their services, or be an employee of the Corporation except as provided for by state law.

Not later than the 60<sup>th</sup> day after a Director dies, resigns or is determined by the Board to not meet one of the qualifications set forth in Section 1, a successor who meets those qualifications shall be appointed by a majority of the remaining Directors to serve until the next regular or special Membership meeting, at which time the general Membership shall elect a successor for the remaining balance of the previously vacated term.

Section 3. Directors may be removed from office in the following manner, except as otherwise provided in Article V. Any Member or Director may present charges against a Director by filing such charges in writing with the Secretary of the Corporation. The charges must be accompanied by a petition signed by at least ten (10) percent of the Members of the Corporation. Such removal shall be voted on at the next regular or special meeting of the Membership and shall be effective if approved by a vote of 2/3 majority of those voting if a quorum is present. The Director(s) against whom such charges have been presented shall be informed in writing of such charges at least twenty (20) days prior to the meeting, and shall have the opportunity at such meeting to be heard in person or by counsel and to present witnesses; and the person or persons presenting such charges shall have the same opportunity. If the removal of a Director(s) is approved, such action shall also vacate any other office(s) held by the removed Director(s) in the Corporation. A vacancy in the Board thus created shall immediately be filled by a qualified person other than the removed Director upon a vote of a majority of the Members present and voting at such meeting, in accordance with the written annual or special meetings procedures as adopted by the Board. A vacancy in any office thus created shall be filled by the Board of Directors from among their number so constituted after the vacancy in the Board has been filled.

Section 4. The President of the Board, or Vice-President, shall preside at any meeting of the Members convened to consider removal of a Director as provided under Section 2, unless the President is the subject of charges, in which event the Vice-President shall preside. In the event both the President and the Vice-President are the subject of charges, those Directors who are not

the subject of any charges shall appoint one of the other Directors to preside over the meeting. Any meeting convened to consider the removal of a Director shall be conducted in accordance with the procedures prescribed by the Board. The fact that the President, Vice-President, or other Officer or Director has been made the subject of charges does not prevent such individual from continuing to act as Officer and/or Director. Any Director that has been removed under the provisions of this Article shall not be precluded from subsequent election to a position on the Board of Directors.

Section 5. The Board of Directors shall adopt and maintain a conflict of interest policy designed to promote the business of the Corporation and serve the interests of the Membership. Such policy, at a minimum, shall be in conformance with the provisions of the Texas Business Organizations Code pertaining to duties and responsibilities of the Board of Directors.

## ARTICLE V

Section 1. Meetings of the Board of Directors shall be held on the 3<sup>rd</sup> Monday of each month or at such time and place as the Board may determine at the previous meeting, and shall include posting of the meeting as required by the Texas Open Meetings Act. The Board of Directors shall ensure that all meetings comply with the requirements of the Open Meetings Act, Chapter 551, Texas Government Code, including any subsequent amendment thereto. In the event of any conflict between the provisions of these Bylaws and the requirements of the Open Meetings Act, the provisions of the Open Meetings Act shall prevail.

Section 2. Any Director failing to attend (2) consecutive meetings or 3 meetings within one year may be given written notice by the balance of the Board of Directors that failure by said Director to attend a third consecutive meeting, without justifiable cause acceptable to the balance of the Board of Directors, shall give rise to removal of said Director from the Board. A successor shall be appointed by a majority vote of the Directors remaining to serve until the next regular or special Membership meeting, at which time the general Membership shall elect a successor for the balance of the term.

Section 3. The Board of Directors shall provide access for the public, new service applicants, or Members to the meetings of the Board of Directors by setting aside a time for hearing of suggestions, proposals, or grievances; however, there shall be no deliberations or actions by the Board unless such has first been noticed in accordance with the Texas Open Meetings Act. The Board of Directors shall establish reasonable rules for access to such meetings.

Section 4. The Board of Directors may, upon lawful notice to the public, meet in executive session when permitted, in the manner and for such limited purposes as provided for in the Texas Open Meetings Act, as amended, and for no other reason. All proceedings of any meeting at which a quorum of Directors is present to discuss the business of the Corporation shall be recorded in the manner required by the Texas Open Meetings Act.

Section 5. In conducting their duties as members of the Board, Directors: (1) shall be entitled to rely, in good faith and with ordinary care, on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or the Corporation's affairs that have been prepared or presented by one or more officers or employees of the Corporation, or by legal counsel, public accountants, or other persons retained by the Corporation for the development of professional advice and information falling within such person's professional or expert competence; (2) may believe, in good faith and with ordinary care, that the assets of the Corporation are at least that of their book value; and (3) in determining whether the Corporation has made adequate provision for the discharge of its liabilities and obligations, may rely in good faith and with ordinary care, on the financial statements of, or other information concerning, any person or entity obligated to pay, satisfy or discharge some or all of the Corporation's liabilities or obligations; and may rely in good faith on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by one or more Officers or employees of the Corporation, legal counsel, public accountants, or other persons provided the Directors reasonably believes such matters to fall within such person's professional or expert competence. Nevertheless, Directors must disclose

any knowledge they may have concerning a matter in question that makes reliance otherwise provided herein to be unwarranted.

## ARTICLE VI

Section 1. There shall be a regular meeting of the Members annually, on the last Tuesday of April,<sup>1</sup> to transact all business that may be properly brought before it.

Section 2. The Board of Directors shall adopt, and from time to time may revise, written procedures for conducting annual or special Membership meetings, including notification to the Membership of the proposed agenda, location, and date of the meeting; election procedures; approval of the ballot form to be used; and validation of eligible voters, ballots, and election results. At least thirty (30) days before the date of a Membership meeting that includes an election, the Corporation shall mail to each member of record at the address last known to the Corporation written notice of such meeting indicating the time, place, and purpose of such meeting; the election ballot; and for director elections, a statement of each candidate's qualifications, including biographical information as provided in each candidate's application. The election ballot for director elections must include the number of directors to be elected and the names of the candidates.

Failure to hold or call an annual or special meeting in accordance with these Bylaws shall give each Member rights to compel the Board of Directors to properly hold an annual or special meeting of the Membership.

Section 3. The Board shall select an independent election auditor not later than thirty (40) days before the scheduled date of a Membership meeting where an election will be held. The independent election auditor is not required to be an experienced election judge or auditor and may serve as an unpaid volunteer. At the time of selection and while serving in the capacity

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<sup>1</sup> This meeting shall be held between January 1 and May 1.

of an independent election auditor, the independent election auditor may not be associated with the Corporation as an employee; a director or candidate for director; or an independent contractor engaged by the Corporation as part of the Corporation's regular course of business. The independent election auditor shall receive and count the ballots before the meeting is adjourned. The independent election auditor shall provide the board with a written report of the election results.

Section 4. For any election, a member may vote in person at the Membership meeting; by mailing a completed ballot to the office of the independent election auditor or to the Corporation's main office which must be received by noon on the business day before the date of the meeting; or by delivering a completed ballot to the office of the independent election auditor or to the Corporation's main office by noon on the business day before the date of the meeting.

A quorum for the transaction of business at a meeting of the Membership is a majority of the members present. In determining whether a quorum is present, all members who mailed or delivered ballots to the independent election auditor or the Corporation on a matter submitted to a vote at the meeting are counted as present.

Section 5. The Board of Directors shall establish a standing Credentials Committee of three (3) Members, of which the Secretary or Deputy Secretary shall be the chairperson. This committee shall at no time have sufficient board members appointed to constitute a quorum of the Board of Directors. This committee, in accordance with procedures adopted by the Board under Section 2, shall recommend for Board approval the election procedures and all related forms and notices, recommend for Board approval a person to fill the role of independent election auditor, ensure that the election procedures are implemented, and serve other functions designated in the Corporation's election procedures. Should the individual holding the office of Secretary or Deputy Secretary be running for re-election, the Board shall appoint an officer not currently running for re-election to serve as chairperson of this committee.

Section 6. After fixing a date for the notice of a meeting, the Board of Directors shall prepare an alphabetical list of the names of all voting members who are entitled to vote as of the

record date of the meeting. The list must show the address of each voting member. No later than two (2) business days after the date notice is given of the meeting, and continuing through the meeting, the list of voting members must be available for inspection by any member entitled to vote at the meeting for the purpose of communication with other members concerning the meeting at the Corporation's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. Any voting Member, or voting Member's agent or attorney, shall be allowed, on written demand, to inspect and, at a reasonable time and at their expense, copy the list. Further, the Board shall make the list of voting Members available at the meeting, and shall allow inspection of such list by any voting Member or voting Member's agent or attorney at any time during the meeting, including any adjournments thereof.

## **ARTICLE VII**

A special meeting of the Members or Directors may be called by the President, or by demand by a majority of the board members or one-third (1/3) of the Members. Such special meetings shall be held upon giving notice as required by the Texas Open Meetings Act.

Prior to convening any special meeting of the Members, the President shall request in writing that the Secretary or General Manager give at least ten (10) days prior notice to the Members, and that such special meeting is otherwise noticed, as required under Texas Business Organizations Code Section 22.156, and as provided under Article V of these Bylaws. Such notice shall specify the time, place and purpose of the meeting, and shall be addressed and mailed to each of the Members at their address last known to the Corporation, personally delivered to each Member, or sent by facsimile to each Member.

Emergency meetings of the Directors may be held on rare occasions and only when clearly authorized by the Texas Open Meetings Act. Notice of such emergency meeting shall be provided under Article V of the Bylaws and the Texas Open Meetings Act, at least two hours before the meeting is convened. It shall be the responsibility of the President, or a designee of that office, to ensure that proper notice is posted and Directors are properly notified. In no event shall any emergency meeting of the Directors be convened where the business of such meeting

could be considered at a regular or special meeting of the Directors receiving at least seventy-two (72) hours notice as provided under Article V of these Bylaws.

## **ARTICLE VIII**

The Corporation shall conduct its business on a non-profit basis, and no dividends shall ever be paid upon the Memberships of such Corporation. All profits arising from the operation of such business shall be annually paid out to the persons who have, during the past year, transacted business with the Corporation, in direct proportion to the amount of business transacted, provided that no such dividends shall ever be paid while any indebtedness of the Corporation remains unpaid and, provided also, that the Directors of the Corporation may allocate to sinking fund(s) and reserve accounts such amount of profits as they deem necessary for maintenance, operation, capital improvements, expansions and replacements of all facility components, as provided by Section 67.008 (d) of the Texas Water code. Funds allocated by the Board to a sinking fund for replacement, amortization of debts, and the payment of interest that are not required to be spent in the year in which deposited shall be invested in accordance with the provisions of Section 67.014 (b) of the Texas Water Code.

## **ARTICLE IX**

The Directors of the Corporation shall establish and maintain, so long as the Corporation is indebted, in an institution insured by the State or Federal Government, or invested in readily marketable securities backed by the full faith and credit of the United States of America, a reserve account (capital improvement fund or emergency fund) separate and apart from other fund accounts of the Corporation. Securities so purchased shall be deemed at all times to be part of the reserve fund account. There shall be deposited in such fund the sum as required by a total of all loan resolutions executed by the Corporation. Such deposits shall be made monthly and shall continue until the total amount deposited equals the sum as required by the executed loan resolutions provided, however, that after any withdrawals, such deposits shall be resumed until



the amount accumulated in the fund is restored to the sum as required by the executed loan resolutions.

Withdrawals may be made from this fund only upon approval from the Board. Approval shall be made only for emergency repairs, obsolescence of equipment, improvements to facility, and for making up any deficiencies in revenue for loan payments.

## **ARTICLE X**

Section 1. The Corporation shall have Members as defined by the Texas Water Code. All customers of the Corporation must hold a Membership or obtain their service through a Membership. A person or entity that holds an interest in property solely as security for the performance of an obligation or that only builds on or develops the property for sale to others is not required to hold a Membership as a condition to receive service on a limited basis. Every person (which includes any legal entity) owning or having a legal right to the control, possession or occupancy of property served, or which may reasonably be served by the Corporation, shall have the right to become a Member of the Corporation upon payment of the Membership fee hereinafter provided and upon compliance with the Corporation's conditions of water service as provided for in its published charges, rates and conditions of service. All applicants for Membership must complete and sign an Application for Service. Membership shall not be denied because of the applicant's race, color, religion, sex, age, marital status, familial status, handicap, income from Public Assistance, disability or national origin. It is the intent of the Corporation to provide service on a nondiscriminatory basis.

Section 2. The Membership fee shall be as determined by the Board of Directors. Payment of Membership fee or transfer of Membership shall entitle an applicant to further qualify for one (1) connection to the system or shall entitle a transferee of Membership to continue to qualify for service to an existing connection to the system by meeting the conditions for water service as provided in the Corporation's published rates, charges, and conditions of service. A person may own more than one Membership, but each Member shall be entitled to only one vote regardless of the number of Memberships owned. Membership certificates shall be in such form as shall be determined by the Board of Directors.

Section 3. The Membership fee may be revised by the Board of Directors as the Board may determine to be appropriate. In determining the amount of the Membership fee, however, the Board shall ensure that the fee is sufficient to establish the potential Member as being legitimately interested in securing water service from the Corporation for such potential Members' own needs. Furthermore, the Board shall determine and administer such fee in a manner or in an amount which does not unreasonably deny service to financially deprived potential Members. In no event, however, shall the Membership fee exceed an amount equal to the sum of twelve (12) charges of the Corporation's minimum monthly rate. Membership fees will not be refundable.

## **ARTICLE XI**

Where necessary for determining those Members entitled to notice of, or those Members entitled to vote at any meeting or any adjournment thereof, or where necessary to make a determination of Members for any other proper purpose, ownership of Memberships shall be deemed to be vested in those persons who are the record owners of Memberships as evidenced by the Membership list on the 15<sup>th</sup> day of the month preceding the month of the date upon which the action requiring such determination is to be taken. Nothing herein shall preclude the holder of a Membership from mortgaging such Membership or, upon notification of the Corporation, preclude the holder of such mortgages from exercising legal rights pursuant to such mortgages upon proper notice to the Corporation.

## ARTICLE XII

Section 1. In order to ensure that business done by the Corporation shall continue within the capacity of its facilities and to prevent undue financial burden on the Members of the Corporation, Membership in the Corporation shall be transferred in accordance with the following:

(a) Except as herein provided, Membership in the Corporation shall be deemed personal estate and a person or entity that owns any stock of, is a Member of, or has some other right of participation in the Corporation may not sell or transfer that stock, Membership, or other right of participation to another person or entity except: (1) by will to a transferee who is a person related to the testator within the second degree by consanguinity; (2) by transfer without compensation to a transferee who is a person related to the owner of the stock or other interest within the second degree by consanguinity; or (3) by transfer without compensation or by sale to the Corporation.

(b) Subsection (a) of this section does not apply to a person or entity that transfers the Membership or other right of participation to another person or entity as part of the conveyance of real estate from which the Membership or other right of participation arose.

(c) The transfer of stock, Membership, or another right of participation under this section does not entitle the transferee to water service unless each condition for water service is met as provided in the Corporation's published rates, charges, and conditions of service. Water service provided by the Corporation as a result of stock, Membership, or other right of participation may be conditioned on ownership of the real estate designated to receive service and from which the Membership or other right of participation arose.

(d) The Corporation may cancel a persons or other entity's stock, Membership, or other right of participation if the person or other entity fails to meet the conditions for water service prescribed by the Corporation's published rates, charges, and conditions of service, or fails to comply with any other condition placed on the receipt of water service under the stock, Membership, or other right of participation authorized under Subsection (c) of this section. The Corporation may, consistent with the limitations prescribed by Subsection (a) of this section and as provided in the Corporation's tariff, reassign canceled stock, or a cancelled Membership, or

other right of participation to any person or entity that has legal title to the real estate from which the canceled Membership or other right of participation arose and for which water service is requested, subject to compliance with the conditions for water service prescribed by the Corporation's published rates, charges, and conditions of service.

Section 2. Notwithstanding anything to the contrary here-in-above provided, the consideration for the transfer of any Membership in the Corporation from the original Members, their transferees, pledges, administrators or executors, or other persons, shall never exceed the amount of the original costs of such Membership. No gain or profit shall ever be realized from the sale or transfer of a Membership.

### **ARTICLE XIII**

The Board may employ a manager to handle the business of the Corporation under the direction of the Board. The Board shall set the salary for the manager.

### **ARTICLE XIV**

Notwithstanding the ownership of a Membership certificate, all Members shall be billed, disconnected, or reconnected, and otherwise shall receive service in accordance with the written policies of the Corporation, including the tariff of the Corporation. In the event a member should surrender the Membership certificate properly endorsed to the Secretary or Treasurer of the Corporation, the water service shall be discontinued and the obligation to pay for water service shall terminate except as for the minimum charge for the current month and the charge for water used during the current month, and except as for any prior unpaid amounts due the Corporation. Any remaining balance from the membership fee will not be refunded to the former member. In the event Membership is terminated, cancelled, withdrawn, or surrendered, whether voluntarily or involuntarily, the former Member's rights and interest in the assets of the Corporation will not be forfeited.

#### **ARTICLE XV**

Upon the discontinuance of the Corporation by dissolution or otherwise, all assets of the Corporation shall be distributed among the Members and former Members in direct proportion to the amount of their patronage with the Corporation insofar as practicable. Any indebtedness due the Corporation by a Member for water service or otherwise shall be deducted from such Member's share prior to final distribution. By application for and acceptance of Membership in the Corporation, each Member agrees that upon the discontinuance of the Corporation by dissolution or otherwise, all assets of the Corporation transferred to that Member shall be in turn immediately transferred by the individual Member to an entity that provides a water service, that is exempt from ad valorem taxation. By application for and acceptance of membership in the Corporation, each Member grants the Corporation's Board of Directors that Member's permission to execute all instruments and documents necessary to effectuate such transfers in order to preserve the Corporation's statutory rights to exemption from income and ad valorem taxation.

#### **ARTICLE XVI**

The fiscal year of the Corporation shall be January 1 to December 31.

#### **ARTICLE XVII**

For so long as the Corporation is indebted for a loan or loans, the Corporation shall insure with a reputable insurance company such of its properties and in such amounts as is required by any lender(s) or determined by Board of Directors to comply with insurance requirements or recommendations.

## **ARTICLE XVIII**

Section 1. If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of the Corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of operation, maintenance, replacement and repayment on indebtedness for the year's operations. Any assessments levied to make up operations deficits in any year shall be levied against Members in proportion to their patronage with the Corporation.

Section 2. In the event a Member should surrender their Membership certificate properly endorsed by the Secretary, Deputy Secretary or Treasurer of the Corporation, the obligation to pay such assessments shall be limited to assessments made and levied prior to the date of surrender of the Membership certificate provided, however, that this paragraph and the second sentence of Article XIV shall not apply to relieve a Member of their obligation under special arrangements covering Multiple Membership certificates held by one Member which may have been required or approved by the Board of Directors.

## **ARTICLE XIX**

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board of Directors, and committees, and shall keep a record of the name and addresses of its Members entitled to vote at its registered office or principle office in Texas.

Annually, the Board of Directors shall prepare or cause to be prepared a report of the financial activity of the Corporation for the preceding year including a statement of support, revenue, and expenses and changes in fund balances, a statement of functional expenses, and balance sheets for all funds or such financial reports as required by lenders. Such report shall be approved by the Board of Directors.

With prior written request, corporate records, books, and annual reports, subject to exceptions provided by the Public Information Act, Chapter 552, Texas Government Code, including any amendments thereto, shall be available for public inspection and copying by the public or their duly authorized representatives during normal business hours subject to a reasonable charge for the preparation of copies.

In the event of any conflict between the provisions of the Open Record Public Information Act and the provisions of the Bylaws, the provisions of the Public Information Act shall prevail.

#### **ARTICLE XX**

These Bylaws may be altered, amended, or repealed by a vote of a majority of the Members voting at any regular meeting of the Members, or at any special meeting of the Members called for that purpose, except that the Members shall not have the power to change the purpose of the Corporation so as to decrease its rights and powers under the laws of the State, or to waive any requirements of bond or other provisions for the safety and security of the property and funds of the Corporation or its Members, or to deprive any Member of rights and privileges then existing, or so to amend the Bylaws as to effect a fundamental change in the intents and purposes of the Corporation. Notice of any amendment to be made at a special meeting of the Members must be given at least ten (10) days before such meeting and must set forth the amendments to be considered. These Bylaws shall not be altered, amended, or repealed without the approval of the majority of members present at the annual meeting or a special meeting called for the purpose of amending the By Laws

#### **ARTICLE XXI**

The seal of the Corporation shall consist of a circle within which shall be inscribed "LEVI WATER SUPPLY CORPORATION."


## ARTICLE XXII

The Corporation pledges its assets for use in performing the functions of the corporation as provided by law and the Corporation's Articles of Incorporation.

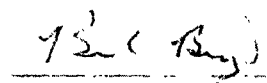
## ARTICLE XXIII

### If an existing Corporation:

The above Bylaws were adopted as amended by the Members of the Levi Water Supply Corporation, at a meeting held on the 22<sup>nd</sup> day of April, 20 15.

  
President

Attest:

  
Secretary, Deputy Secretary or Treasurer



Levi Water Supply Corporation  
Corporate Charter Number  
0020010601

**Exhibit 1.C.iii**

Levi Water Supply Corporation

Board of Directors:

Mike Meadows, President  
347 Howe Hill Road  
Robinson, Texas 76706  
Phone: 254-749-4377  
Email: [mmead347@gmail.com](mailto:mmead347@gmail.com)

Brad Berry, Vice President  
1110 Silo Hill Road  
Lorena, Texas 76655  
Phone: 254-716-3535  
Email: [bradberry56@gmail.com](mailto:bradberry56@gmail.com)

Larry Groth, Secretary  
929 FM 2643  
Lorena, Texas 76655  
Phone: 254-709-0569  
Email: [larrydgroth@gmail.com](mailto:larrydgroth@gmail.com)

Chris Miller, Treasurer  
1069 Silo Hill Road  
Lorena, Texas 76655  
Phone: 254-855-3262  
Email: [cm21.chris@aol.com](mailto:cm21.chris@aol.com)

John Hahne, Board Member  
401 Mary Ellen Drive  
Lorena, Texas 76655  
Phone: 254-644-4411  
Email: [hahne26@icloud.com](mailto:hahne26@icloud.com)

Exhibit 1.C.iv

**Franchise Tax Account Status**

As of : 04/12/2018 11:42:23

**This Page is Not Sufficient for Filings with the Secretary of State****LEVI WATER SUPPLY CORPORATION****Texas Taxpayer Number** 32018989940**Mailing Address** 2757 ROSENTHAL PARKWAY LORENA, TX 76655-0000**Ⓢ Right to Transact Business in Texas** ACTIVE**State of Formation** TX**Effective SOS Registration Date** 02/06/1964**Texas SOS File Number** 0020010601**Registered Agent Name** PURDIS L MEDLIN**Registered Office Street Address** 2757 ROSENTHAL PARKWAY LORENA, TX 76655

**Exhibit 2.B**

**Applications for New Service - CCN Update**

Colter Shelton	Long Branch Road - Silo Hill Block 3 Lot 14 & 15 Falls County
Cesar Morales	297 Jackson Heights Silo Hill Sub Division
Brian & Elizabeth Fields	3626 Birdie Lane (West of Southwinds Drive)
James Moseley	139 CR 5000 Falls County
Alan D. Bleemel	833 FM 2643 Falls County
Jeff Stinson	825 FM 2643 Falls County Additional Meter for property next to his property
Ian Giesler	CR 5000 Falls County
James Tarvin	FM 2643 Falls County next to 946 FM 2643
Armando Navarro	Iron Bridge Road 2 meters
Butch Eusticee	Iron Bridge Road
Robert Fletcher	CR 428 Falls County
Kevin Helpert	Birdie Lane (West of Southwinds)
Daniel Rodriguez <i>Daniel Rodriguez</i>	CR 429 - Pedro Zarza Survey Falls County
Michael Payne	Birdie Lane ( West of Southwinds)
George Mabe	Birdie Lane (South of Rosenthal Pkwy) 2 meters

Jason Farmer	County Road 428
Art Hansen	Kraemer Pass
Maranda Jones Chris Monrail	CR 6000
Braswell – Callan Group	Southwinds & Woodlawn Road Proposed 18 meter subdivision

**Levi Water Supply Corporation**  
**Service Application and Agreement**  
P.O. Box 490 • Lorena, Texas 76655-0490  
Voice: (254) 857-3050 Fax: (254) 857-3226

**Please Print:**

Date: 3-18-16

APPLICANT'S NAME: Cotter Shelton

CO-APPLICANT'S NAME: Misty Reich

Current Billing Address:

666 Apple Creek Ct

Robinson Tx 76706

Future Billing Address:

Phone Number: Home: ( ) - -

Work: ( ) - -

Cell: (254) 366 - 8252 Email: Cotter.Shelton@yahoo.com

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT 07899468 CO-APPLICANT \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY:

Long Branch Rd Silo Hill Block 3 Lot 14 & 15

*(Include Name of Road, Subdivision with lot and block number, Attach Map)*

PREVIOUS OWNER'S NAME AND ADDRESS *(If transferring membership)*

IS THIS PROPERTY IN WACO'S ETJ? ☐ YES ☐ NO ☒ DON'T KNOW

IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!

NUMBER IN FAMILY: 3 LIVESTOCK &  
NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE  
SUBJECT TO APPROVAL BY LEVI WATER SUPPLY BOARD, AND IT'S ENGINEER.

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/origin of individual applicants on the basis of visual observation or surname.

White, not of  
Hispanic Origin

Black, Not of  
Hispanic Origin

American Indian or  
Alaskan Native

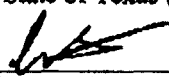
Hispanic

Asian or  
Pacific Islander

Other  
(Specify)

Male  
Female

**THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER**

AGREEMENT made this 14<sup>th</sup> day of March, 2016, between  
LEVI WATER SUPPLY CORPORATION, a corporation organized under the Laws of  
The State of Texas (hereinafter called the Corporation) and  
  
\_\_\_\_\_, (hereinafter called the Applicant  
and/or Member)

Witness:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new Applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purpose of determine

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
  - 1) a new water system or
  - 2) Expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees

(2)

Forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as part of the project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, fewer expenses, shall be refunded. The Applicant may apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, to resell, or submitter water to any other persons, dwellings, businesses, or property, etc. is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install at their own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion units must be in compliance with state plumbing codes.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0% lead may be used for installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.



- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The Corporation shall maintain a copy of this agreement as long as Member and/or premises is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Corporation or its designated agent(s) prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expense associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to water line breaks by utility or like contractors, tampering by other Members/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Applicant Member

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Date Approved

Cost: 150.00 Membership Fee, \$3,250 Capital Improvements Fee, 685.00 Standard Installation

**Total: \$4,085.00 Payable to Levi Water Supply Corporation.**

**TRANSFER CURRENT MEMBERSHIP: \$25.00**

1-250351 635

**Levi Water Supply Corporation**  
**Service Application and Agreement**  
P.O. Box 490 • Lorena, Texas 76655-0490  
Voice: (254) 857-3050 Fax: (254) 857-3226

**Please Print:**

Date: 6/20/2016

APPLICANT'S NAME: Cesar A Morales

CO-APPLICANT'S NAME: Francisca Morales

Current Billing Address:  
3719 N. 24th St.

Future Billing Address:  
297 Jackson Heights  
Lorena, TX 76655

Waco TX 76708

Phone Number: Home: (254) 652-1892 Work: ( )  
Cell: (254) 652-2307 Email:

PROOF OF OWNERSHIP PROVIDED BY

DRIVER'S LICENSE NUMBER OF APPLICANT 01579669 CO-APPLICANT 02496606

LEGAL DESCRIPTION OF PROPERTY:

*(Include Name of Road, Subdivision with lot and block number, Attach Map)*

PREVIOUS OWNER'S NAME AND ADDRESS *(If transferring membership)*

IS THIS PROPERTY IN WACO'S ETJ? ☐ YES ☐ NO ☒ DON'T KNOW

IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!

NUMBER IN FAMILY:  LIVESTOCK &  
NUMBER

SPECIAL SERVICE NEEDS OF APPLICANT:

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE  
SUBJECT TO APPROVAL BY LEVI WATER SUPPLY BOARD, AND IT'S ENGINEER.

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/origin of individual applicants on the basis of visual observation or surname.

White, not of Hispanic Origin	Black, Not of Hispanic Origin	American Indian or Alaskan Native	Hispanic	Asian or Pacific Islander	Other (Specify)	Male Female
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**THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER**

NAWCAZAS

FIELD SERVICES: HND5 - 32/70

DRAWN BY: JESU

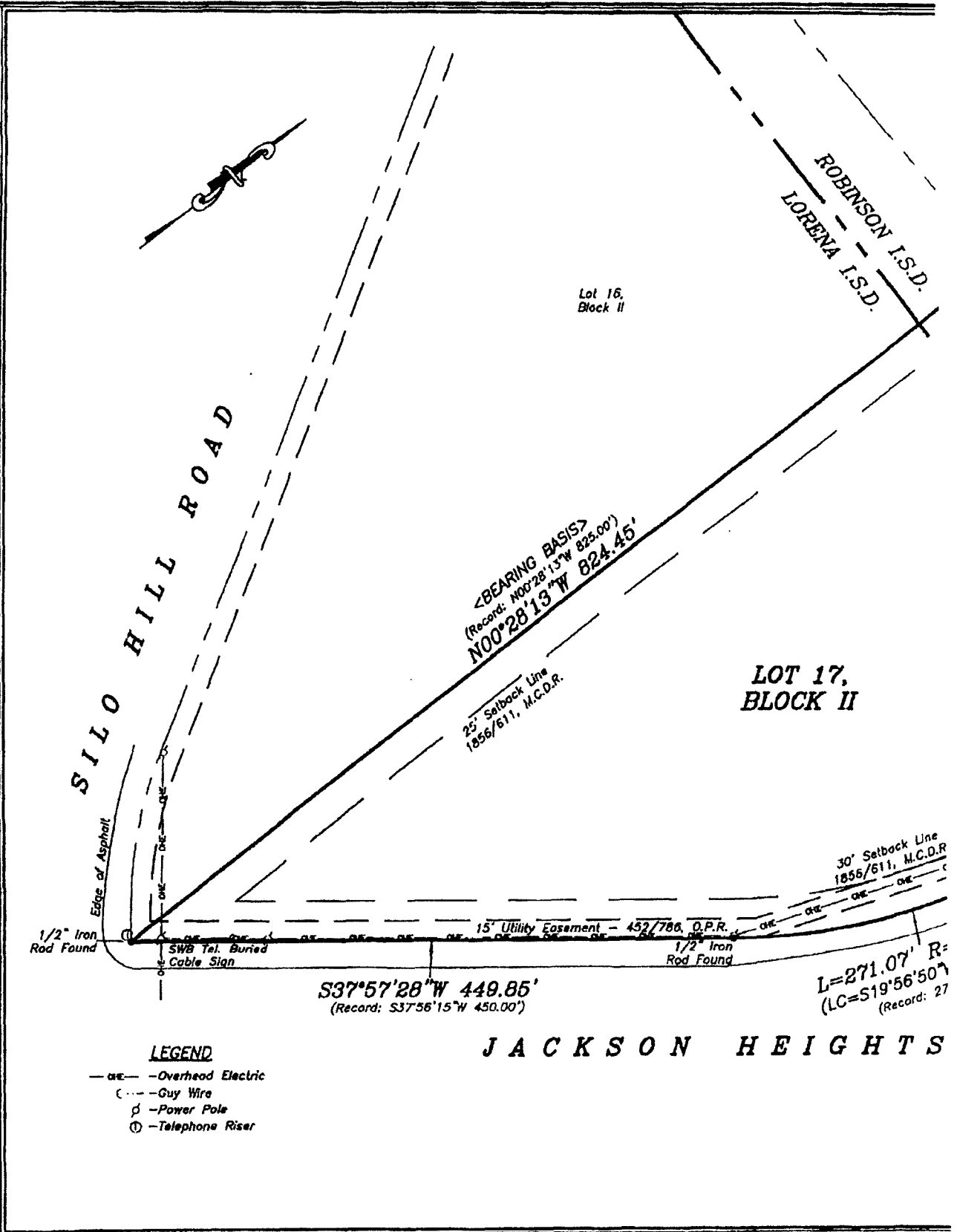
DIGITAL FILE: 16-02-8976.DWG

WORK ORDER NO: 16-02-8976

TAX I.D. NO: 130832, 160211

REQUESTED BY: Francisca Morales

1 OF 5



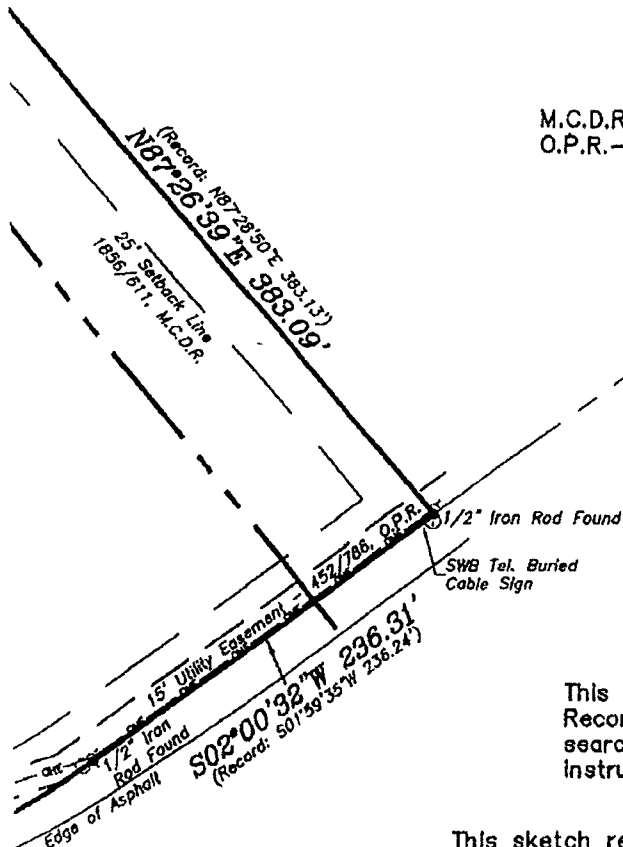
*McLennan County*

**LOT 17, BLOCK II, of the SILO HILL  
SUBDIVISION, PHASE II, to McLennan County,  
Texas, according to plat of record in  
Volume 452, Page 786, of the Official  
Public Records of McLennan County, Texas.**

1/2" Iron  
Rod Found

Lot 2,  
Block II

M.C.D.R.— McLennan County Deed Records.  
O.P.R.— Official Public Records of McLennan County, Texas.



Restrictions recorded in (Vol./Pg.) 1856/611, 1836/360,  
1836/358, 1842/599, 1842/596, M.C.D.R., 60/710, O.P.R.

MITCHELL & ASSOC., INC. does not make or warrant any  
flood zone designation.

This survey was performed without the benefit of a title report.  
Record information on this plat is based on the public records  
search by the surveyor and may not include all easements or  
instruments pertaining to this property.

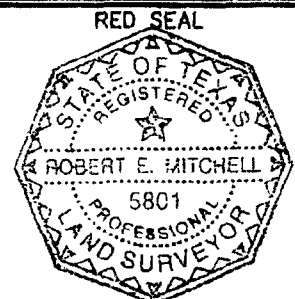
This sketch represents a survey made on the ground. During the  
performance of this survey persons working under my supervision  
observed conditions along the boundaries and to best of my knowledge  
they are as shown.

I hereby state that to best of my professional  
knowledge and belief that this plat and the survey  
on which it is based meets the requirements for  
land surveys in the State of Texas.

This the 24 day of Feb, 2016.

*Robert E. Mitchell*  
ROBERT E. MITCHELL, RPLS, NO. 5801

ALL RIGHTS RESERVED  
BY: MITCHELL & ASSOC., INC. 2016



SURVEYED: 2/17/2016



**MITCHELL & ASSOCIATES, INC.**  
ENGINEERING & SURVEYING  
6801 Sanger Ave. Ste. 111, Waco Texas (254) 776-5151  
T. B. P. L. S. FIRM REGISTRATION NO. 10194044

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

**GIFT DEED**

**DATE:** March 7, 2005

**GRANTOR:** Mary Ann Rinewalt, a single person

**GRANTOR'S MAILING ADDRESS:** 3728 Birdie Lane  
Lorena, McLennan County, Texas 76655

**GRANTEE:** Brian D. Fields and spouse, Elizabeth A. Fields

**GRANTEE'S MAILING ADDRESS:** 200 Thompson Circle  
Lorena, McLennan County, Texas 76655

**CONSIDERATION:** Grantor's love of, and affection for, Grantee.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

Lot One (1), Block One (1), of the A. Fuller Addition to McLennan County, Texas, as per the plat of said addition recorded under Clerk's File No. 2005007189, Official Public Records, of McLennan County, Texas, said addition being a subdivision of approximately 24.40 acres in the Hugh Miller Survey, Abstract No. 575, McLennan County, Texas.

**RESERVATIONS FROM CONVEYANCE:** None

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:** This conveyance is made and accepted subject to all restrictions, covenants, mineral or royalty conveyances or reservations, and easements, if any, relating to the Property, but only to the extent that they are still in force and effect and are visible, apparent, or shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations, and ordinances of municipal or other governmental authorities, if any, relating to the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and

**WARRANTY DEED**  
with Vendor's Lien

U 15

DATE: April 28, 2003

GRANTOR: SILO HILL I, LTD., A Texas Limited Partnership

GRANTOR'S MAILING ADDRESS: P O Box 717  
Lorena, Texas 76655

GRANTEE: JAMES MOSELEY and wife, SONDR A MOSELEY

GRANTEE'S MAILING ADDRESS: 102 Barry Hane Street, Waco  
McLennan County, Texas 76705

CONSIDERATION: The sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, including a note of even date that is in the principal amount of FIFTEEN THOUSAND and NO/100 DOLLARS (\$15,000.00) which is executed by Grantee, payable to the order of SILO HILL I, LTD., It is secured by a deed of trust retained in this deed made payable to SILO HILL I, LTD. of even date from Grantee to Steve Johnson, Trustee.

PROPERTY (INCLUDING ANY IMPROVEMENTS): Lot 7A, Block II, Phase II of the Silo Hill Subdivision according to the Plat of said Subdivision recorded in Volume \_\_, Page \_\_ of the Plat Records of Falls County, Texas, also known as 5.217 acres out of and a part of the Ignacio Galindo Survey, Abstract Twenty-One (21), Falls County, Texas.

## RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Undivided one-half (1/2) of the oil, gas and other minerals reserved in a deed dated November 3, 1995, from Sam J. Jeffrey to Silo Hill I, Ltd, a Texas limited partnership, and recorded in Volume 62, Page 189, Official Records, Falls County, Texas
2. Subject to restrictions which are contained in a Deed recorded in Volume 62, Page 189 of the Official Records of Falls County, Texas and in an Affidavit dated September 18, 1996 and recorded in Volume 73, Page 644 of the Official Records of Falls County, Texas
3. Subject to all easements, including access easements, and other matters of record.

Grantor, for and in consideration and subject to the reservations from and exceptions to conveyance and warranty, gives, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and

Grantor's heirs, executors, administrators, and successors to warrant and for ever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns includes the plural.

SILO HILL I, LTD., a Texas Limited Partnership by Silo Hill, Inc.,  
a Texas corporation, its General Partner

Shirley Jeffrey  
SAM J. JEFFREY, President  
SHIRLEY JEFFREY, VICE PRESIDENT

STATE OF TEXAS §  
COUNTY OF McLennan §

This instrument was acknowledged before me on the 21<sup>st</sup> day of October, 2003 by Sam J. Jeffrey, President of Silo Hill, Inc., a Texas Limited Partnership, on behalf of said corporation. Shirley Jeffrey, Vice President



Carol Nemecek  
NOTARY PUBLIC in and for  
the State of Texas

(No title examination has been performed in connection with the preparation of this deed, although the grantees have been advised that no opinion can be expressed by the preparing attorney relative to the merchantability of title.)

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FILED 1/5/2004 AT 10:40 A M  
RECORDED 1/12/2004 AT 1:00 P M  
BY LINDA WATKINS FRANCES BRASWELL, COUNTY CLERK  
FALLS COUNTY, TEXAS



646

**Levi Water Supply Corporation**  
**Service Application and Agreement**  
P.O. Box 490 • Lorena, Texas 76655-0490  
Voice: (254) 857-3050 Fax: (254) 857-3226

**Please Print:**

Date: 6-16-17

APPLICANT'S NAME: Adriana R. Bleemel

CO-APPLICANT'S NAME: Alan D. Bleemel

Current Billing Address:

1901 Richter apt. 5107

Future Billing Address:

833 FM 2643

WACO, TX 76711

Lorena, TX 76655

Phone Number: Home: ( ) - -

Work: (254) 776-7777

Cell: 854 723-9557

Email: Adriana.Ramus@clayton.net

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT 25348321 CO-APPLICANT 35365362

LEGAL DESCRIPTION OF PROPERTY:

*(Include Name of Road, Subdivision with lot and block number, Attach Map)*

PREVIOUS OWNER'S NAME AND ADDRESS *(If transferring membership)*

IS THIS PROPERTY IN WACO'S ETJ? ☐ YES ☐ NO ☒ DON'T KNOW

IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!

NUMBER IN FAMILY: 4 LIVESTOCK & NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE SUBJECT TO APPROVAL BY LEVI WATER SUPPLY BOARD, AND IT'S ENGINEER.

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/origin of individual applicants on the basis of visual observation or surname.

White, not of  
Hispanic Origin

Black, Not of  
Hispanic Origin

American Indian or  
Alaskan Native

Hispanic

Asian or  
Pacific Islander

Other  
(Specify)

Male  
Female

**THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER**



## 644

Date: 2/23/17

APPLICANT'S NAME: Jeff Stinson

CO-APPLICANT'S NAME: \_\_\_\_\_

Current Billing Address:  
825 E.M. 2643  
Lorena, Tx 76655

Future Billing Address:  
CURRENT - 811 Roy Beatty L  
Waco TX 76705

Phone Number: Home: (254) 881 - 1931 Work: (254) 867 - 2661  
Cell: (254) 717 - 7723 Email: Jeff.Jinerson@tsfc.edu

PROOF OF OWNERSHIP PROVIDED BY ~~254855~~ 855-8969

DRIVER'S LICENSE NUMBER OF APPLICANT 09585247 CO-APPLICANT

**LEGAL DESCRIPTION OF PROPERTY:**

Heri Parkway - Cottonwood Hills Subdivision Lot 1 Block II  
(Include Name of Road, Subdivision with lot and block number, Attach Map)

**PREVIOUS OWNER'S NAME AND ADDRESS (If transferring membership)**

IS THIS PROPERTY IN WACO'S ETJ? ☐ YES ☒ NO ☐ DON'T KNOW

**IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!**

NUMBER IN FAMILY: 2 LIVESTOCK &  
NUMBER 0

SPECIAL SERVICE NEEDS OF APPLICANT: N/A

**NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE SUBJECT TO APPROVAL BY LEVI WATER SUPPLY BOARD, AND IT'S ENGINEER.**

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**White, not of  
Hispanic Origin**

**Black, Not of  
Hispanic Origin**

**American Indian or  
Alaskan Native**

**HISPANIC**

Asian or  
Pacific Islander

Other  
(Specify)

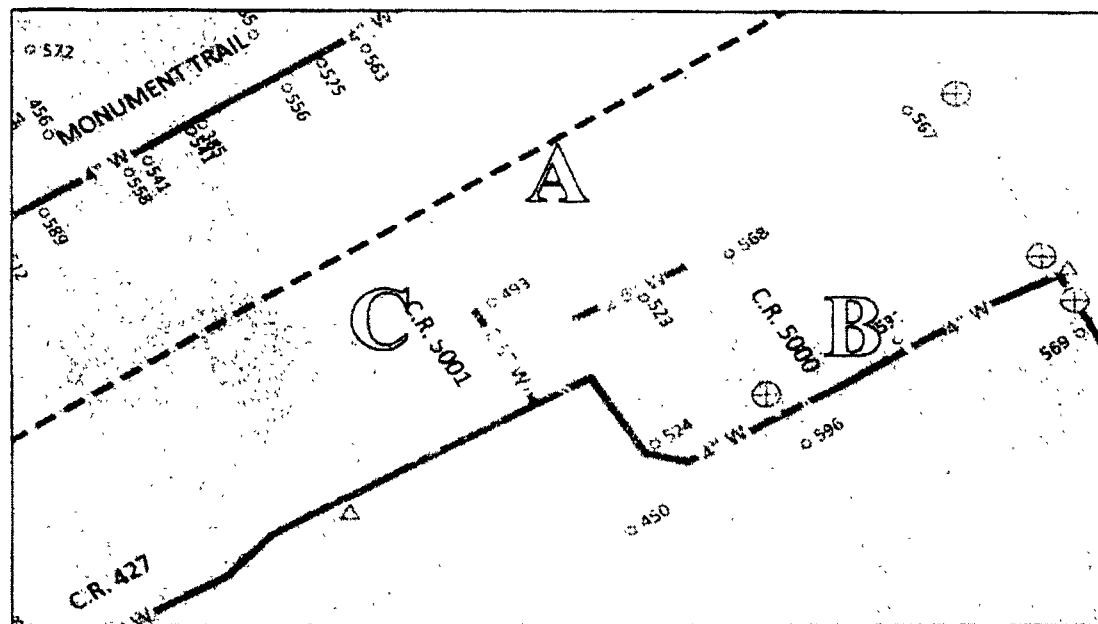
Male  
Female

**THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER**

**LEVI WATER SUPPLY CORPORATION**  
**DESCRIPTION, ANALYSIS & SUMMARY**  
**COUNTY ROAD 427 (16) - GIESLER**  
*November 9, 2017*

Description	Meters	CCN Location	Total Acreage
Single Meter Request, located off of CR 427 on CR 5000	1	Uncertificated	---

Analysis	Line	Existing Model	Request Model
A End of County Road 5000	3"	54.5 psi	54.0 psi
B 4" Line Along County Road 427	4"	54.3 psi	53.9 psi
C End of County Road 5000	2.5"	48.2 psi	47.8 psi



Map is not drawn to scale and locations identified are approximate

**RESULTS SUMMARY**

Based on current information and modeled results, the addition of this meter does not cause a significant change in the existing system. Impacts on the modeled system were minimal and pressures in the area remained above 35psi

SF 0 - 5.331

**Levi Water Supply Corporation**  
**Service Application and Agreement**  
P.O. Box 490 • Lorena, Texas 76655-0490  
Voice: (254) 857-3050 Fax: (254) 857-3226

**Please Print:**

Date:

8-17-17

APPLICANT'S NAME: James Tarvin

CO-APPLICANT'S NAME: Stacy Wells Tarvin

Current Billing Address:

102 Chelsea Dr.  
Hewitt Tx 76643

Future Billing Address:

address not established yet  
FM 2643.

Phone Number: Home: ( ) - - - - -

Work: ( ) - - - - -

Cell: (254) 744 - 6019

Email: JTarvin78@gmail.com

PROOF OF OWNERSHIP PROVIDED BY

DRIVER'S LICENSE NUMBER OF APPLICANT 11205675 CO-APPLICANT 04791697

LEGAL DESCRIPTION OF PROPERTY:

North half of Darrell Wells property @ 946 FM 2643  
(Include Name of Road, Subdivision with lot and block number, Attach Map)PREVIOUS OWNER'S NAME AND ADDRESS *(If transferring membership)*

IS THIS PROPERTY IN WACO'S ETJ?

☐ YES☒ NO☐ DON'T KNOW

IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!

NUMBER IN FAMILY: 3

LIVESTOCK &amp;

NUMBER 0

SPECIAL SERVICE NEEDS OF APPLICANT:

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE  
SUBJECT TO APPROVAL BY LEVI WATER SUPPLY BOARD, AND ITS ENGINEER.

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/origin of individual applicants on the basis of visual observation or surname.

White, not of  
Hispanic OriginBlack, Not of  
Hispanic OriginAmerican Indian or  
Alaskan Native

Hispanic

Asian or  
Pacific IslanderOther  
(Specify)Male  
Female

THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER

# Untitled map

Write a description for your map.

## Legend

 Darrell Wells 946 FM2643

Levin Pkwy

2643

Darrell Wells 946 FM2643



400 ft

TAT VIEW

216577

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Acct 41  
✓ NEW METER  
Acct 357

USE PR WY

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acidus

Аллаху Акбар



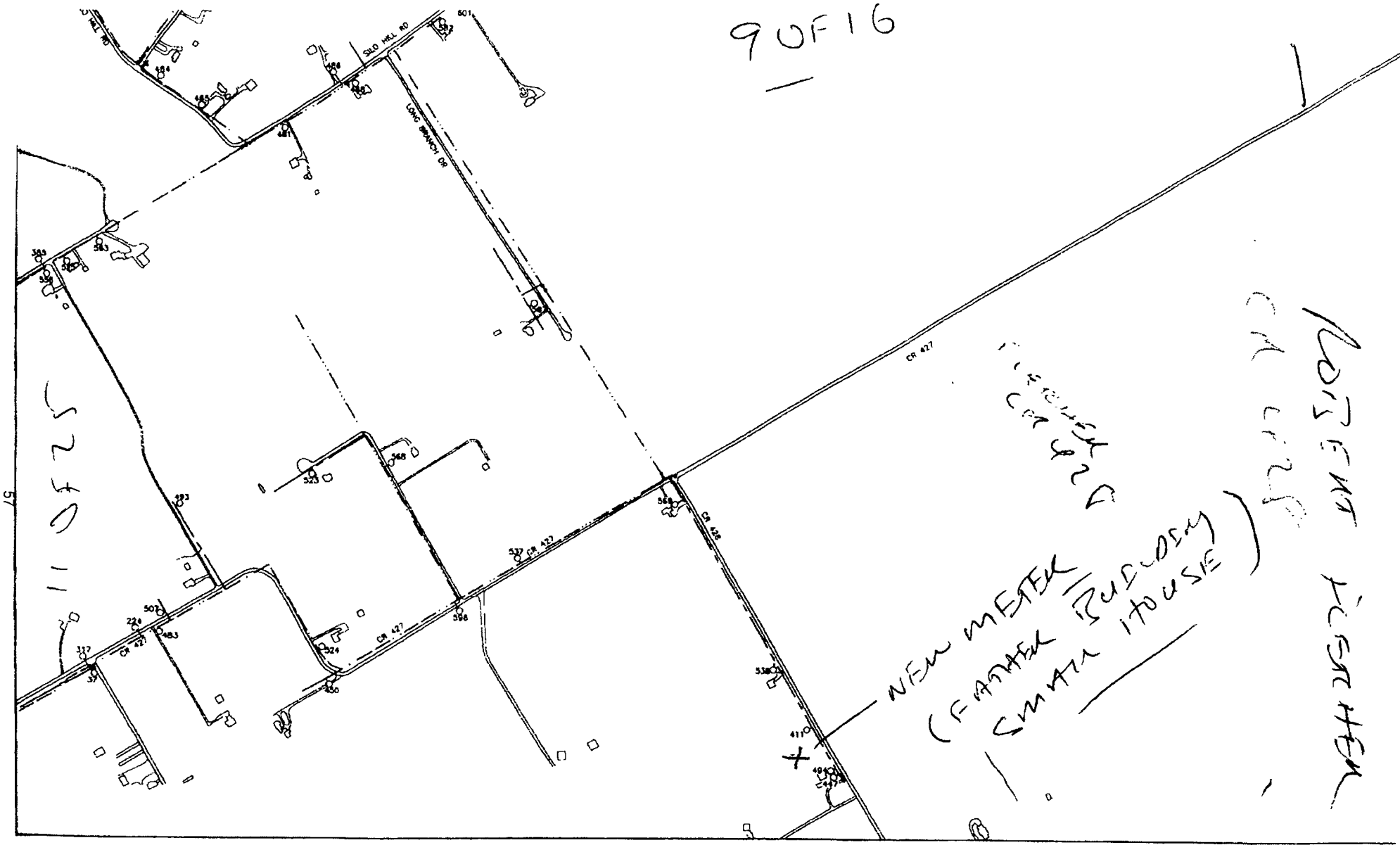
SECTION JUSTICE

60504  
TOWN BOUNDARY

AMMAN  
ACRES

1-000000  
TOWN BOUNDARY

REACHED REQUEST  
ACRBY FOR  
ADDITIONAL 615 AC  
TO THE PROPERTY



9 OF 16

LOISEL FIRE ALARM  
CR 428  
NEW METER  
(FATHER BUILDING)  
SMITH HOUSE

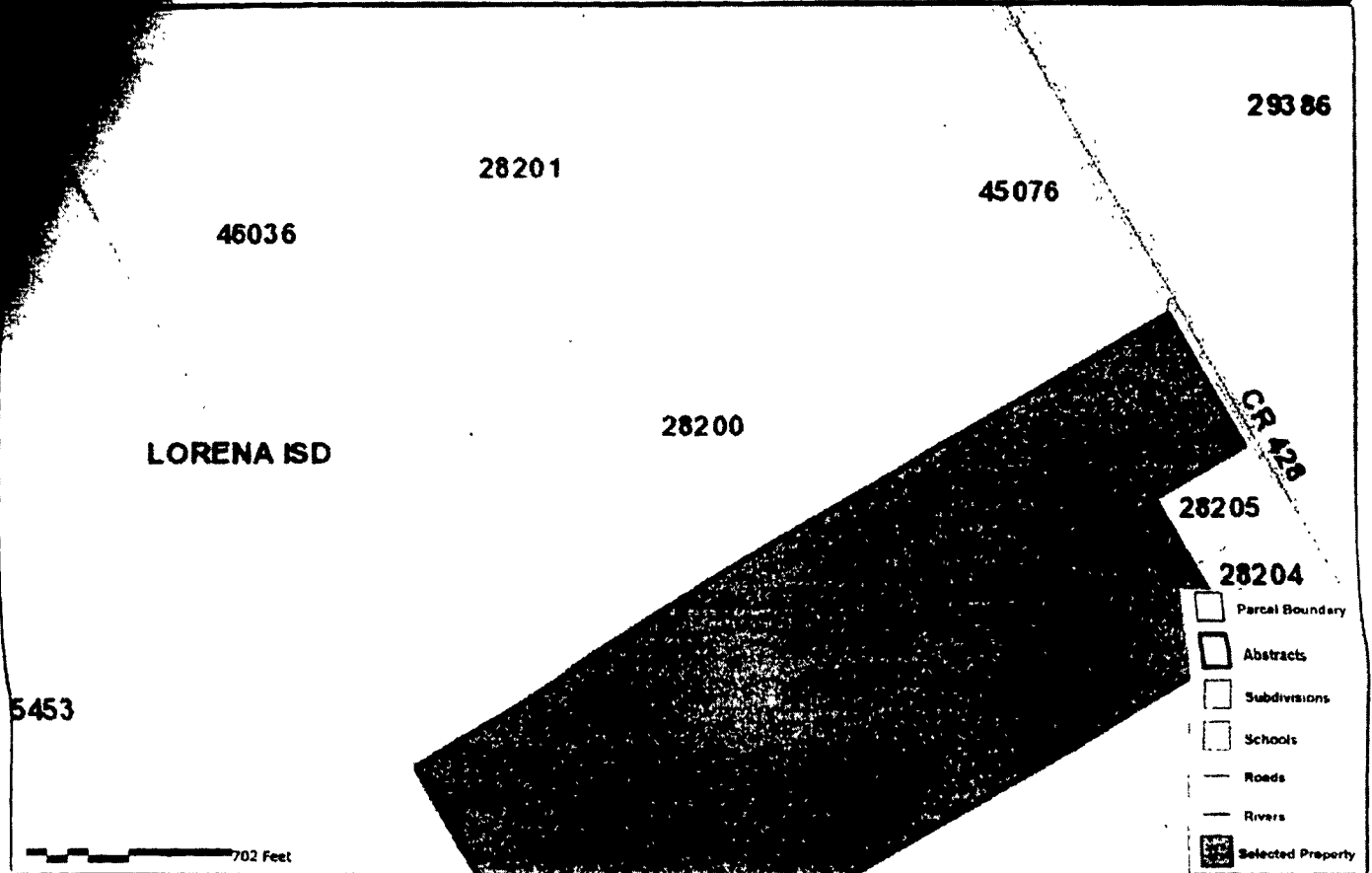
MATCH SHEET 14 OF 18

MATCH SHEET

EXISTING LEGEND			
EXISTING 1" WATER LINE	---	EXISTING 8" WATER LINE	---
EXISTING 1-1/2" WATER LINE	---	EXISTING 8" WATER LINE	---
EXISTING 2" WATER LINE	---	EXISTING WATER METER	⊕
EXISTING 2-1/2" WATER LINE	---	EXISTING FIRE HYDRANT	⊕
EXISTING 3" WATER LINE	---	EXISTING GATE VALVE	⊕
EXISTING 4" WATER LINE	---	EXISTING FLUSH VALVE	⊕

NO	REVISIONS	BY	DATE

## Falls CAD - Map of Property ID 28203 for Year 2016



### Property Details

#### Account

Property ID: 28203  
Geo ID: 3396008  
Type: Real  
Legal Description: A0081 ZARZA PEDRO 22.0 ACRES

#### Location

Situs Address: 185 CR 428  
Neighborhood:  
Mapscot:  
Jurisdictions: CF, F2, RD, SL, CAD

#### Owner

Owner Name: FLETCHER ROBERT ET UX  
Mailing Address: 185 CR 428, , LORENA, TX 76655-4357

#### Property

Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/15/28203/2016>

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. The Falls County Appraisal District expressly disclaims any and all liability in connection herewith.

# REQUEST FOR WATER SERVICE INVESTIGATION

Name of Applicant: KEVEN HELPERT

Address: IRROCK LANE Telephone: \_\_\_\_\_

Service Requested: 1 # of Meters 5/8" V3/4" Meter Size \$ 25 Investigation Fee

Current Water System Meter Count: 613 (to be completed by water system)

Description of Location to be served: IRROCK LANE ADJACENT TO  
ACCESS #266

(Attached is a copy of a portion of Sheet 11 of 5 of the system maps which shows the location.)  
7 SE 16

The applicant and the Owner hereby request that a service investigation and written report be prepared by Tabor & Associates, Inc., the system's Engineer to assure that service to existing meters is maintained and to identify the need and cost, if any, for system improvements necessary to serve the applicant's meters. The applicant agrees to pay the fee shown below in advance which is non-refundable for the water service investigation including, but not limited to, engineering and computer hydraulic analysis. Any added cost will be at the applicant's expense. This is not a Water Service Agreement, only an application for service investigation.

A TIME OF 2 WEEKS FROM THE DATE REQUEST IS RECEIVED BY THE ENGINEER SHOULD BE ALLOWED FOR THE INVESTIGATION AND MAILING THE REPORT.

APPLICANT REQUESTING EMERGENCY THREE DAY SERVICE INVESTIGATION WILL BE CHARGED TWO TIMES THE AMOUNT SHOWN BELOW AND SHALL INITIAL HERE:

Meter Size	5/8" Meter	3/4" Meter	1" Meter	1-1/2" Meter	2" Meter
Factor	(1)	(1.5)	(2.5)	(5)	(8)
GPM	1.5 *	2.25	3.75	7.5	12
1 Meter	\$75	\$113	\$188	\$375	\$600
2 Meters	\$125	\$188	\$313	\$625	\$1,000
3 Meters	\$165	\$248	\$413	\$825	\$1,320
4 Meters	\$200	\$300	\$500	\$1,000	\$1,600
5 Meters	\$230	\$345	\$575	\$1,150	\$1,840
6 Meters	\$260	\$390	\$650	\$1,300	\$2,080
7 Meters	\$290	\$435	\$725	\$1,450	\$2,320
8 Meters	\$320	\$480	\$800	\$1,600	\$2,560
9 Meters	\$350	\$525	\$875	\$1,750	\$2,800
10 or more	\$25/additional Meter				

\*Standard Minimum flow per State Rules (TCEQ) is 1.5 gpm

Signature of Applicant: [Signature] Date: 1/2/2011  
Signature of Water System Owner: [Signature] Date: \_\_\_\_\_  
Name of Water System Owner: LEVE WSC

00  
00

Area 1 is situated  
between the two mountains

MATCH SHEET 2 OF 18

HEADQUARTERS  
INFORMS CAN

MATCH SHEET 11 OF 18

MATCH SHEET 11 OF 18

**Levi Water Supply Corporation**  
**Service Application and Agreement**  
P.O. Box 490 • Lorena, Texas 76655-0490  
Voice: (254) 857-3050 Fax: (254) 857-3226

Please Print:

Date: 4/27/17APPLICANT'S NAME: Kele D. CrouchCO-APPLICANT'S NAME: Jeff R. Crouch

Current Billing Address:

908 Dogwood  
Robinson Tx 76706

Future Billing Address:

263 County Road 429  
Chilton Tx 76632

Phone Number: Home: ( ) - - Work: (254) 202-4890

Cell: (254) 749-2427 Email: jr.crouch@aol.com or  
tigerdvr12@aol.com

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT 07854569 CO-APPLICANT 03930663 TX  
TX

LEGAL DESCRIPTION OF PROPERTY:

A0081 Zarza Pedro 12 Acres County Rd 429/431 Chilton Tx  
(Include Name of Road, Subdivision with lot and block number, Attach Map)

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring membership)

Raul Rodriguez 105 CR 493 Chilton Tx 76632IS THIS PROPERTY IN WACO'S ETJ? ☐ YES ☒ NO ☐ DON'T KNOW

IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!

NUMBER IN FAMILY: 2 LIVESTOCK &  
NUMBER 0

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE  
SUBJECT TO APPROVAL BY LEVI WATER SUPPLY BOARD, AND IT'S ENGINEER.

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/origin of individual applicants on the basis of visual observation or surname.

<input checked="" type="radio"/> White, not of Hispanic Origin	<input type="radio"/> Black, Not of Hispanic Origin	<input type="radio"/> American Indian or Alaskan Native	<input type="radio"/> Hispanic	<input type="radio"/> Asian or Pacific Islander	<input type="radio"/> Other (Specify)	<input type="radio"/> Male Female
---	--	--	--------------------------------	--	--	--------------------------------------

THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER

AGREEMENT made this 1 day of May, 2017, between  
LEVI WATER SUPPLY CORPORATION, a corporation organized under the Laws of  
The State of Texas (hereinafter called the Corporation) and  
K. L. Crouch, (hereinafter called the Applicant  
and/or Member)

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new Applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purpose of determine

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
  - 1) a new water system or
  - 2) Expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as It is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees

Forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as part of the project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, fewer expenses, shall be refunded. The Applicant may apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, to resell, or submitter water to any other persons, dwellings, businesses, or property, etc. is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install at their own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion units must be in compliance with state plumbing codes.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0% lead may be used for installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.



- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The Corporation shall maintain a copy of this agreement as long as Member and/or premises is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Corporation or its designated agent(s) prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expense associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to water line breaks by utility or like contractors, tampering by other Members/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, now or in the future, permanent recorded easements of right-of-way dedicated to Levi Water Supply Corp. for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation. The easement shall be a minimum of 15'.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

\_\_\_\_\_  
Witness

*Keith Crowl*  
Applicant Member

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Date Approved

Email: [accounts@leviwater.com](mailto:accounts@leviwater.com)

Cost: 150.00 Membership Fee, \$3,250 Capital Improvements Fee, \$685.00 Standard Installation

**Total: \$4,085.00 Payable to Levi Water Supply Corporation.**

TRANSFER CURRENT MEMBERSHIP: \$25.00

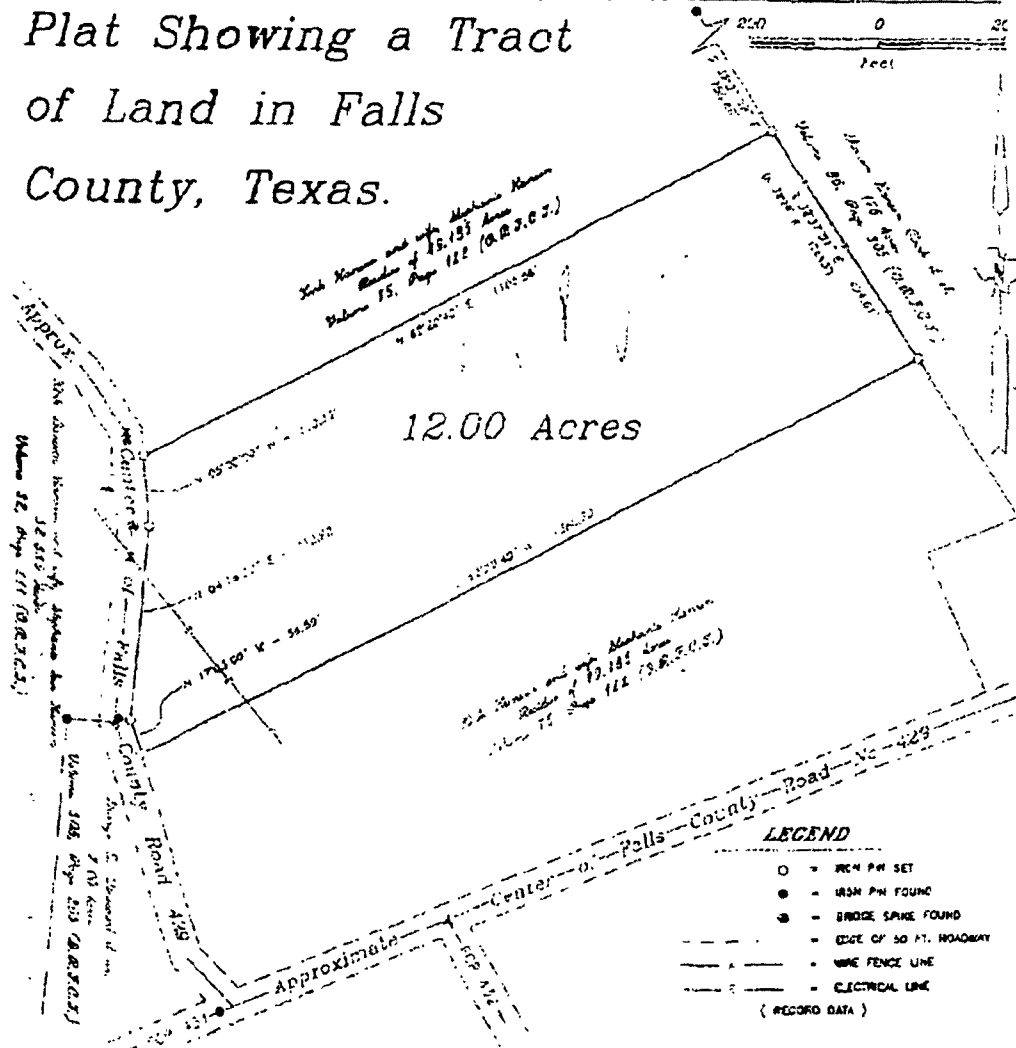
*W. N. NICHOL*



# Tibbit Surveying

1-254-231-3478  
P.O. BOX 1112  
TEMPLE, TX. 76503  
TTIBBIT@HOTMAIL.COM

## Plat Showing a Tract of Land in Falls County, Texas.



Being 12.00 Acres, more or less, of the Pedro Zarza Survey, Abstract No. 81, and being part of a 49.185 Acre tract of land described in a deed to Kirk Hansen and wife, Stephanie Hansen as recorded in Volume 75, Page 122 of the Official Records of Falls County, Texas;

I, Toby Tibbit, Registered Professional Land Surveyor No. 5496, do hereby certify that the foregoing Plat and accompanying Field Notes were prepared from a survey made on the ground, May 4, 2010, the Records of Falls County, Texas, and surveys of area property, that the corners and boundaries with marks Natural and Artificial are just as were found, on the ground. Bats of Bearings, bridge spikes, found at corners along the West line of shown 49.185 Acre tract, being the approximate center of said county road.

WITNESS MY HAND AND SEAL THIS THE 6<sup>TH</sup> DAY OF MAY, 2010.

*Toby Tibbit*

Toby Tibbit  
Registered Professional Land Surveyor No. 5496



*Handwritten notes and signatures.*

*Handwritten notes in left margin:*  
4/6/10  
Back  
to 1757 S.

**Levi Water Supply Corporation**  
**Service Application and Agreement**  
**P.O. Box 490 • Lorena, Texas 76655-0490**  
**Voice: (254) 857-3050      Fax: (254) 857-3226**

**Please Print:**

Date: 7/25/17

APPLICANT'S NAME: Michael Adam Payne

CO-APPLICANT'S NAME: Charlotte Ann Payne

Current Billing Address:

P.O. Box 58

Future Billing Address:

P.O. Box 58

Lorena Tx. 76655

Lorena TX. 76655

Phone Number: Home: ( ) - -

Work: ( ) - -

Cell: (254) 715 - 8460

Email: adampayne54@sbcglobal.net

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT 03277974 CO-APPLICANT 00834891

LEGAL DESCRIPTION OF PROPERTY:

1/4 AC. LANE - WEST OF SOUTHWESTS,  
(Include Name of Road, Subdivision with lot and block number, Attach Map)

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring membership)

IS THIS PROPERTY IN WACO'S ETJ?

☐ YES

☒ NO

☐ DON'T KNOW

**IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!**

NUMBER IN FAMILY: \_\_\_\_\_ LIVESTOCK &  
NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE  
SUBJECT TO APPROVAL BY LEVI WATER SUPPLY BOARD, AND IT'S ENGINEER.

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/origin of individual applicants on the basis of visual observation or surname.

White, not of  
Hispanic Origin

Black, Not of  
Hispanic Origin

American Indian or  
Alaskan Native

Hispanic

Asian or  
Pacific Islander

Other  
(Specify)

Male  
Female

**THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER**

10.084 ACRES  
VOLUME 1803, PAGE 711  
DESCRIBED IN VOLUME 1478, PAGE 153 DR

(RECORD S82°16'03"W 580.91')

S82°22'10"W 151.65

Wire Fence

N62°22'10"E 408.14

1/2" Iron Rod  
Placed

1/2" Iron Rod  
Found

1/2" Iron Rod  
Found

Sold

Sold

Good

I. GOLINDA GRANT ABSTRACT 18

LAWRENCE T. McBURNEY  
11.048 ACRES  
VOLUME 388 PAGE 513 OPR

3.00 ACRES

2 Acres

N62°18'30"W 861.85

(0.02 ACRE RESERVE)

6.048 Acres +/-

BASE BEARING

(RECORD N27°57'30"W 880.40')  
N27°57'30"W 880.87

REQUEST  
FOR  
5.49 AC +/-  
ONE  
METER

5.49 AC +/-

LARRY T. McBURNEY AND ADDIE F. McBURNEY  
VOLUME 1716, PAGE 473 DR AND  
INSTRUMENT 2003002082 OPR

Acct  
282

REQUEST  
X FOR  
ONE METER

Acct  
282  
METER

Iron Rod  
Found  
S82°51'30"E 888.89  
(RECORD S27°37'01"W 888.88)  
S82°51'30"E 161.65

1/2" Iron Rod  
Placed  
Cotton Spindle  
Placed

N81°57'10"E 404.71

(RECORD N62°00'18"E 558.06')

3/8" Iron Rod  
Placed  
Cotton Spindle  
Placed

3/8" Iron Rod  
Placed  
Cotton Spindle  
Placed

BIRDIE LANE

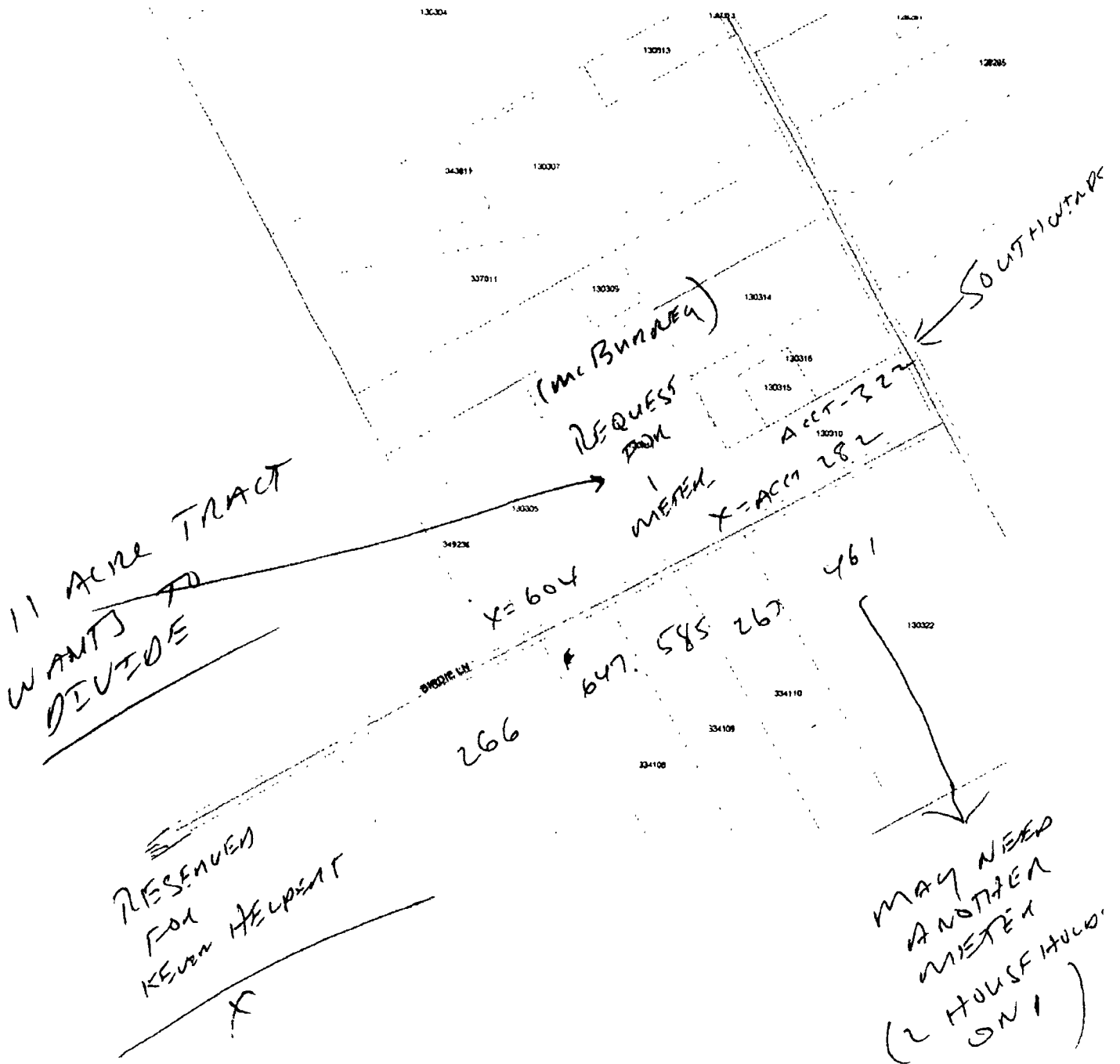
A. FULLER ADDITION  
INSTR. 2005007189 OPR

LOT 1

LOT 2

LOT 3

EWALT  
033087 OPR  
218-233 DR



WITH HECPENT = 9 METERS

*BRIDGE*

2 m ETEX

**Levi Water Supply Corporation**  
**Service Application and Agreement**  
P.O. Box 490 • Lorena, Texas 76655-0490  
Voice: (254) 857-3050 Fax: (254) 857-3226

**Please Print:**

Date: 4/6/16

APPLICANT'S NAME: George M. Mabe

CO-APPLICANT'S NAME: Carla S. Mabe

Current Billing Address:  
7341 Willow View Rd  
Abilene, TX 79606

Future Billing Address:  
Birdie Ln.  
Lorena, TX 76655

Phone Number: ~~Home:~~ Cell (325) 721-5399 Work: ( )  
Cell: (325) 660-3886 Email: gmabe@sbccglobal.net

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT 05902621 CO-APPLICANT 01034061

LEGAL DESCRIPTION OF PROPERTY: 34 Acres Miller H

*(Include Name of Road, Subdivision with lot and block number, Attach Map)*

PREVIOUS OWNER'S NAME AND ADDRESS *(If transferring membership)*

Cory Priest

IS THIS PROPERTY IN WACO'S ETJ? ☒ YES ☐ NO ☐ DON'T KNOW

**IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!**

NUMBER IN FAMILY: 2 LIVESTOCK &  
NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE  
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White, not of  
Hispanic Origin

Black, Not of  
Hispanic Origin

American Indian or  
Alaskan Native

Hispanic

Asian or  
Pacific Islander

Other  
(Specify)

Male  
Female

**THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between

LEVI WATER SUPPLY CORPORATION, a corporation organized under the Laws of

The State of Texas (hereinafter called the Corporation) and

George M. Mabe, (hereinafter called the Applicant  
and/or Member)

Witness:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new Applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

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- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
  - 1) a new water system or
  - 2) Expanding the facilities of an existing water system.

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(2)



Forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as part of the project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, fewer expenses, shall be refunded. The Applicant may apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be an amount equal to the Corporation's Membership Fees.

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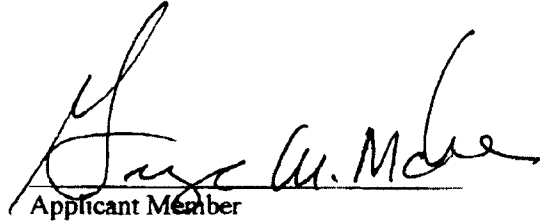
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- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0% lead may be used for installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

\_\_\_\_\_  
Witness

  
Applicant Member

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Date Approved

**Cost:** 150.00 Membership Fee, \$3,250 Capital Improvements Fee, 685.00 Standard Installation

**Total: \$4,085.00 Payable to Levi Water Supply Corporation.**

TRANSFER CURRENT MEMBERSHIP: \$25.00

## NEW WATER SERVICE INVESTIGATION REPORT



### Applicant Information:

#### **Water System:**

Levi W.S.C.

Applicant Name:	George M. Mabe
Number of Meter(s) Requested:	2 (5/8 Meter)
Map Page/Location:	7-of-16
Existing Line Size at Point of Service	

### Hydraulic Analysis:

Existing System Meter Count:	620
Calculated Pressure Drop when Applicant's service is added to the existing system with no improvements:	
Calculated Pressure during Peak Use at adjacent existing meters when Applicant's meter is added to the existing system with no improvements:	60-65 PSI

### Recommended Improvements:

Estimated Construction Cost Including Engineering Fees - based on recent similar work performed by general contractors. Actual cost will fluctuate due to easements, road crossings, creek crossings, obstructions, final routing, etc.	\$12,000 - \$16,000
---	---------------------

#### **Brief Description of Minimum Required Improvements:**

The location of the proposed meter is outside the systems current and proposed CCN. Our office does not recommend adding any new meters to this portion of the system until the recommended improvements are made. In order to serve the proposed meter(s) a new water line will need to tie to an existing water line with sufficient pressure and extend to a designated location. Note: An amendment to the systems current CCN expansion may be required to serve this area. (Design details including specifications and specific location of improvements will be included in construction documents.)

**Disclaimer:** This investigation was performed with modeling software using TCEQ Rules and Regulations. Unless otherwise noted, the system is designed to maintain a minimum pressure of 35 psi at all points within the distribution network at simultaneous flow rates of 1.5 gallons per minute per connection equivalent. The results of this analysis may change drastically with the addition or deletion of meters, particularly within the vicinity of this applicant's location. This report is valid to the water system from Tabor & Associates, Inc. not more than 60 days from the date of this report.

#### **The Water System should receive the following items from Applicant before proceeding with Design & Bidding of Improvements:**

1. Payment of Applicable Engineering Fees for engineering design and construction plans based on existing system maps, and TCEQ standards and do not include design surveys, inspection, bidding, or construction administration).

\$500.00

2. Crossing permits for TxDOT or Railroad
3. Copy of Approved Plat or Deed Map
4. Written regulatory verification of viable sewage facilities.

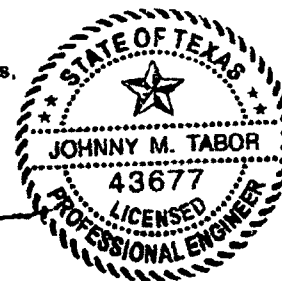
The Water System should receive the following items from the Applicant before beginning construction and meter installation:

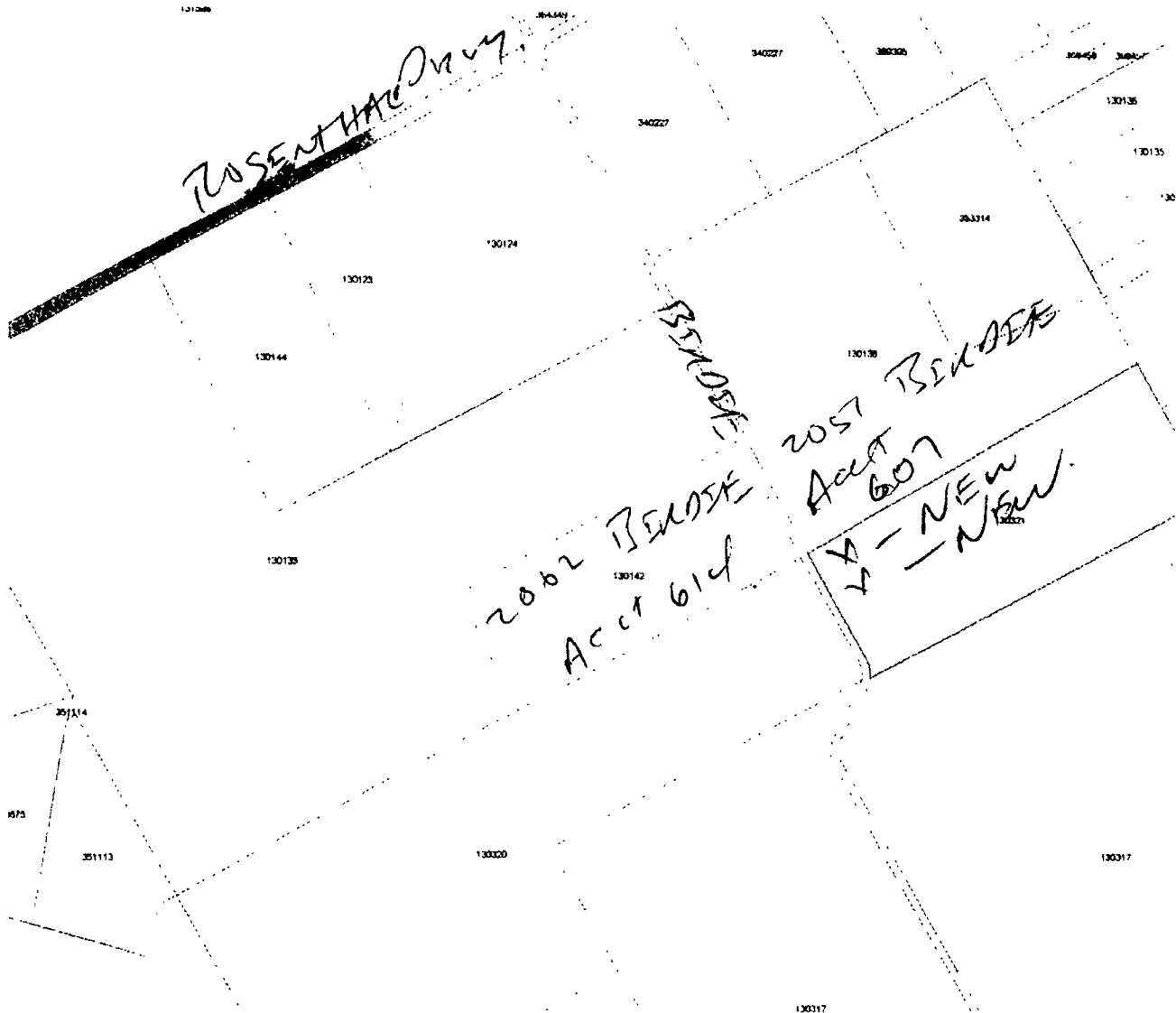
1. Payment for all system construction and meter/service charges.
2. Easements for water lines signed and filed at County Deed Records.
3. Written and signed agreement covering special service requirements such as reserved meters, future capacity, time limits, etc.
4. Meet the system operator to stake meter location.

Prepared by: Chris Hill  
4/20/2016

Approved by: Johnny M. Tabor

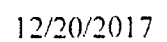
1005 South 18th Street • P.O. Box 1788 • Waco, TX 76703  
Ph. (254) 756-2118 • Fax (254) 756-2110  
www.taborengineers.com  
Firm #F-3220





MADE

BEADIE CAME



# Levi Water Supply Corporation

## Service Application and Agreement

P.O. Box 490 ♦ Lorena, Texas 76655-0490

Voice: (254) 857-3050 Fax: (254) 857-3226 Email: accounts@leviwater.com

**Please Print:**

Date: 1/12/17

APPLICANT'S NAME: ART W. HANSEN

CO-APPLICANT'S NAME: \_\_\_\_\_

Current Billing Address:

479 CR 432

Future Billing Address:

1845 KRAEMER PASS

Whitell, TX 76632

LORENA, TX 76655

Phone Number: Home: ( ) - - Work: ( ) - -  
Cell: (254) 749-1689 Email: artwhansen@hotmail.com

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT 05587843 CO-APPLICANT \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY:

46.22 Ac I. Galina Supply Mckenzie CD

(Include Name of Road, Subdivision with lot and block number, Attach Map)

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring membership)

IS THIS PROPERTY IN WACO'S ETJ? ☐ YES ☒ NO ☐ DON'T KNOW

**IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!**

NUMBER IN FAMILY: \_\_\_\_\_ LIVESTOCK & NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE SUBJECT TO APPROVAL BY LEVI WATER SUPPLY BOARD, AND IT'S ENGINEER. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/origin of individual applicants on the basis of visual observation or surname.

White, not of Hispanic Origin	Black, Not of Hispanic Origin	American Indian or Alaskan Native	Hispanic	Asian or Pacific Islander	Other (Specify)	Male Female
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**THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER**

AGREEMENT made this 12 day of JANUARY, 2018, between  
LEVI WATER SUPPLY CORPORATION, a corporation organized under the Laws of  
The State of Texas (hereinafter called the Corporation) and  
Art Hansen, (hereinafter called the Applicant  
and/or Member)

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new Applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purpose of determine

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
  - 1) a new water system or
  - 2) Expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as It is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees

Forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as part of the project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, fewer expenses, shall be refunded. The Applicant may apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, to resell, or submitter water to any other persons, dwellings, businesses, or property, etc. is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install at their own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential cross-connection hazards, illegal lead materials and other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act of Chapter 341 of the Texas Health and Safety Code or the Corporation's Tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion units must be in compliance with state plumbing codes.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0% lead may be used for installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.



(3)

- c. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The Corporation shall maintain a copy of this agreement as long as Member and/or premises is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Corporation or its designated agent(s) prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expense associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to water line breaks by utility or like contractors, tampering by other Members/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member/Applicant shall grant to the Corporation, now or in the future, permanent recorded easements of right-of-way dedicated to Levi Water Supply Corp. for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation. The easement shall be a minimum of 15'.

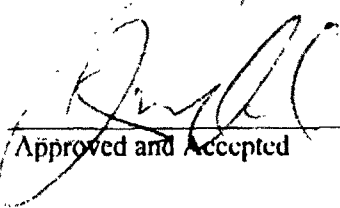
By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

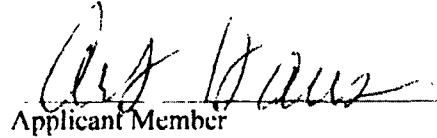
By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

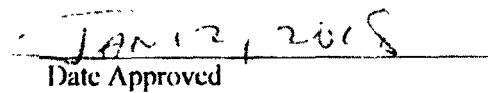
(4)

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Witness

  
Approved and Accepted

  
Applicant Member

  
Date Approved

Email: [accounts@leviwater.com](mailto:accounts@leviwater.com)

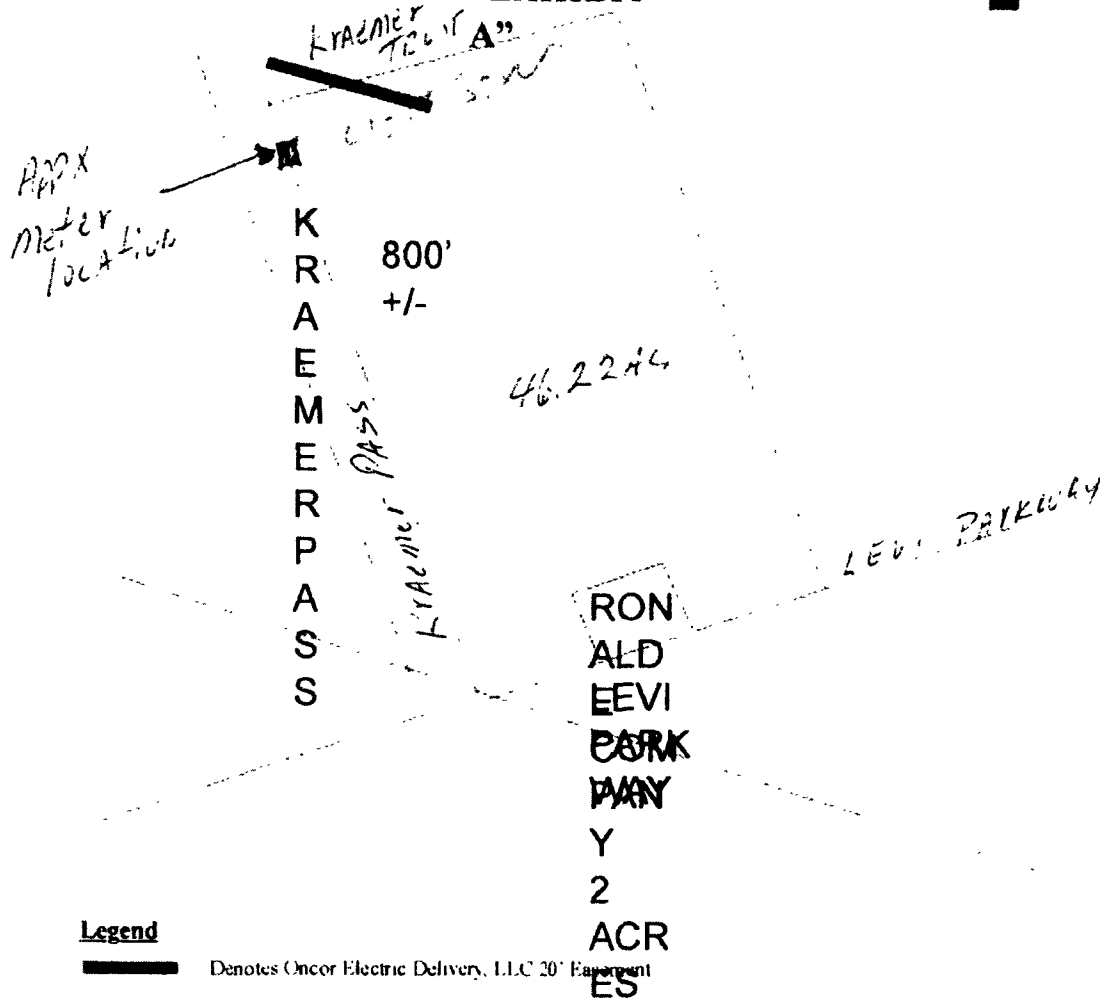
Cost: 150.00 Membership Fee, \$3,250 Capital Improvements Fee, \$685.00 Standard Installation

**Total: \$4,085.00 Payable to Levi Water Supply Corporation.**


TRANSFER CURRENT MEMBERSHIP: \$25.00

# ONCOR ELECTRIC DELIVERY, LLC

## "EXHIBIT A"



### Legend

 Denotes Oncor Electric Delivery, LLC 20' Easement

The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No Statement is made to the validity of these calls.

GRANTOR: NAOMI HANSEN ZAJICEK; CHARLOTTE HANSEN SADLER; ARTHUR W. HANSEN AND CONSTANCE HANSEN

Document No. 200708382, OPR County: McLean

Survey: T Galindo, A-161 Acres: 46.22 acres

District: HOT WACO SC WR: 389229

Initials



**Levi Water Supply Corporation**  
**Service Application and Agreement**  
P.O. Box 490 • Lorena, Texas 76655-0490  
Voice: (254) 857-3050 Fax: (254) 857-3226

Please Print:

Date: 11/27/17

APPLICANT'S NAME: Miranda Jones

CO-APPLICANT'S NAME: Christopher Monreal

Current Billing Address:

111 Christine St.

Tru, TX 76579

Future Billing Address:

113 County Rd 12600

Lorena, TX 76655

Phone Number: Home: ( ) -

Work: (254) 776-0453

Cell: (912) 802-9515

Email: rgolg@yahoo.com

PROOF OF OWNERSHIP PROVIDED BY Miranda Jones

DRIVER'S LICENSE NUMBER OF APPLICANT 18641309 CO-APPLICANT 19506085

LEGAL DESCRIPTION OF PROPERTY:

*(Include Name of Road, Subdivision with lot and block number. Attach Map)*

PREVIOUS OWNER'S NAME AND ADDRESS *(If transferring membership)*

IS THIS PROPERTY IN WACO'S ETJ? ☐ YES ☐ NO ☐ DON'T KNOW

IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!

NUMBER IN FAMILY: \_\_\_\_\_ LIVESTOCK &  
NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE  
SUBJECT TO APPROVAL BY LEVI WATER SUPPLY BOARD, AND IT'S ENGINEER.

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/origin of individual applicants on the basis of visual observation or surname.

☒ White, not of  
Hispanic Origin

☐ Black, Not of  
Hispanic Origin

☐ American Indian or  
Alaskan Native

☒ Hispanic

☐ Asian or  
Pacific Islander

☐ Other  
(Specify)

☐ Male  
☐ Female

**THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER**

## Mary Margaret Croft

---

**From:** Jim Sheffield <jim@leviwater.com>  
**Sent:** Thursday, March 1, 2018 3:00 PM  
**To:** Mary Margaret Croft  
**Subject:** FW: Proposed subdivision  
**Attachments:** Bayou Tracts 1.pdf

This is the plat for the property at Southwinds & Woodlawn Road Correction 18 lots  
So our total is back to 37

**From:** Robert Braswell [mailto:~~robert.braswell@leviwater.com~~]  
**Sent:** Thursday, January 4, 2018 4:37 PM  
**To:** jim@leviwater.com  
**Cc:** ~~robert.braswell@leviwater.com~~; FRANCES CALLAN (~~frances.callan@leviwater.com~~)  
**Subject:** Proposed subdivision

Jim,

I have attached a concept plan for our property on Southwind's and Woodlawn road frontage lots. We will need at Least 18 taps under this scenario. We could need more if we changed our concept to smaller cul-de-sac type subdivisions.

We would like to know where we are on the proposed line extension when you have information you can share.

Let me know how we will proceed from here.

Best Regards,

Robert

# Bayou Subdivision

Write a description for your map.

## Legend

Bayou Farm

Lot J 22.03 acres

Lot I 15.39 acres

Lot H 4.02 acres

Lot G 13.92 acres

Lot F 13.06 acres

Lot E 12.92 acres

Lot D 10.51 acres

Lot C 10.51 acres

Lot B 10.51 acres

Lot A 12.10 acres

Lot 1 12.57 acres

Lot 2 13.82 acres

Lot 3 14.16 acres

Lot 4 13.76 acres

Lot 5 14.14 acres

Lot 6 13.60 acres

Lot 7 11.87 acres

Lot 8 13.70 acres

Woodlawn Rd

Google Earth

© 2017 Google

2000 ft

2017-938  
10-17-17

STATE OF TEXAS                   §  
   §  
COUNTY OF MCLENNAN       §

# AGREEMENT

THIS AGREEMENT is made and entered into on this the 11th day of October, 2017 (the "Effective Date"), by and between the Levi Water Supply Corporation ("Levi"), and The City of Waco ("Waco").

# RECITALS

**WHEREAS**, Waco holds a certificate of convenience and necessity ("CCN") for water service, water CCN No. 10039 issued by the Public Utility Commission of Texas ("PUC"), or its predecessor agency; and

**WHEREAS**, Levi holds a certificate of convenience and necessity ("CCN") for water service, a facilities plus 200 CCN No. 10018, issued by the Public Utility Commission of Texas ("PUC"), or its predecessor agency; and

**WHEREAS**, Levi is preparing to file an Application ("Levi's Application"), with the PUC requesting an amendment to its CCN for water service to its line plus 200 feet in Falls and McLennan County, Texas, as shown on the map contained in Levi's Application; and

**WHEREAS**, Levi has service line located within Waco's service area and is preparing to apply to PUC to amend its certificate for a line plus 200 feet only extension; and

**WHEREAS**, Levi and Waco desire to work together over the overlapping and conflicting portions of Levi's Application and to resolve such disputed service area boundaries by executing this Agreement.

**NOW, THEREFORE**, it is the intent of the Levi and Waco to effectuate a full and complete agreement and resolution of their concerns regarding Levi's Application through the execution of this agreement ("Agreement"). By signature below, Levi and Waco agree as follows:

# TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, the parties may file this Agreement with the PUC and further agree upon the following terms:

- (1) Waco agrees to commence and continue dual certification for the term of this agreement to the extent that Levi's applied for area overlaps Waco's existing certificated area as shown in Exhibit "A".
- (2) Levi shall file its Application to be consistent with this Agreement.



- (3) Either party shall not file for a CCN amendment or provide service that is not consistent with this agreement for the term of this Agreement.
- (4) Levi and Waco shall refrain from participating in, directly or indirectly, any proceeding before the PUC or any other state agency or tribunal or federal agency or tribunal or local proceeding for the purpose of opposing, protesting, or objecting to any CCN applications to the extent that same are consistent with this Agreement.
- (5) Levi and Waco will cooperate, assist, and support each other with preparing, filing and prosecuting any application(s) at the Public Utility Commission of Texas that are necessary to accomplish the goals of this Agreement.
- (6) Levi may install new water lines within the Dual Service Area that are 4-inch diameter or smaller. Levi must seek and obtain written consent from the City before installing any new water lines within the Dual Service Area that are greater than 4-inch diameter. The City approves the installation of the currently proposed waterlines that appear in Exhibit A.
- (7) Levi will serve all new service requests that are for Rural Retail Water Service in the Dual Service Area. "Rural Retail Water Service" means retail water service to a single family residential connection that (i) is not within a subdivision, and (ii) is on land that is larger than five acres.
  - (a) The City has the right of first refusal to provide retail water service to all new requests for retail water service in the Dual Service Area that are **not** requests for Rural Retail Water Service.
  - (b) If Levi ever receives a request for new retail water service within the Dual Service Area that is **not** for Rural Retail Water Service, then Levi will promptly notify the City, in writing, of said request.
    - i. Levi agrees it may only provide such service upon the prior written consent of the City.
    - ii. As part of its written notification to the City, Levi will provide the City with the requestor's name, address, contact information, and any description and/or map of the nature of service provided by the requestor.
    - iii. The City shall provide its written determination of consent or non-consent to Levi within twenty-one (21) calendar days of receipt of the written notice from Levi, but shall acknowledge receipt of the request in writing to Levi within three (3) business days.
    - iv. Levi shall grant an extension of time to the City for the City's review of the requestor's information, if requested by the City, so long as the City provides a reason for such request in good faith, and subject to any PUC approval if required.

- (c) In the event that any single family residential connection within the Dual Service Area receiving Rural Retail Water Service from Levi changes and/or converts into one or more connections that are not Rural Retail Water Service, then Levi must promptly notify the City of such connection(s), and cooperate and transfer such converted connection(s) to the City on a timeline requested by the City.
- (8) If a water customer of Levi ever requests sewer service from the City, then Levi agrees that, upon the City's request, Levi would execute a contract with the City agreeing that Levi will bill and collect fees for sewer service provided by the City of Waco from the requesting Levi water customer(s) who is/are in Waco's sewer CCN, pursuant to Texas Water Code, Section 13.147 (as amended); however, the City understands that Levi's function would be for administrative billing only, as Levi is not a "sewer service corporation" created under Chapter 67 of the Texas Water Code, nor is Levi certificated by the PUC to "furnish, make available, render, or extend . . . sewer utility service" pursuant to Texas Water Code, Chapter 13. The contract will address how to handle a situation where the billing arrangement causes questions to arise as to whether Levi is providing sewer utility service under Chapter 13 of the Texas Water Code, including circumstance(s) in which the City will agree that Levi may immediately stop billing and collecting fees on behalf of the City of Waco. The City also agrees to support Levi before the PUC, TCEQ, or any other successor regulatory agency in confirming that at the time of contracting the City had no knowledge of Levi providing sewer utility service within the City's sewer CCN, and, under the terms of the contract, Levi cannot be a provider of sewer utility service within the City's sewer CCN.
- (9) In the event that Levi needs, attempts, or desires to increase its raw and/or treated water supply (raw and/or treated water supply not to include groundwater), Levi agrees to provide the City with the right of first refusal to provide such water supply to Levi under a written water supply contract.
- (10) Levi agrees to provide a right of first refusal and option to purchase its facilities to the City in the event that Levi decides to sell or decommission any portion of its facilities that are within the Dual Service Area. Levi shall provide written notice of its intent to sell and the City shall have 90 days (from the City's receipt of written notice from Levi) to exercise its option by providing written notice (together with a proposed to Levi, with completion of the transfer within 180 days of Levi's written notice of intent to sell or decommission.
- (11) Effective Dates. This Agreement is effective and enforceable as between Levi and Waco following execution by both parties.
- (12) Notice. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested addressed and delivered to the following:

to Levi: Levi Water Supply Corporation  
2757 Rosenthal Parkway  
Lorena, Texas 76655

With a copy to:  
Carpenter & Croft, PLLC  
7901 Fish Pond Rd., Ste. 210  
Waco, Texas 76710

to Waco: Utilities Director  
City of Waco  
P.O. Box 2570  
Waco, Texas 76702-2570

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

#### **MISCELLANEOUS**

- (13) This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
- (14) The obligations and undertakings of each of the parties to this Agreement shall be performed in McLennan County, Texas. Except for matters within the jurisdiction of the Public Utility Commission of Texas (or its successor), the parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in McLennan County, Texas.
- (15) This Agreement contains the entire agreement of Levi and Waco respect to the subject matter of the agreement. No agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the party or parties to be charged.
- (16) This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.
- (17) This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.
- (18) Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- (19) In the event that the terms and conditions of this Agreement are breached by either party, and the parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this Agreement are not being complied with by one of the parties, the prevailing party shall recover its fees, damages, costs,

attorneys' fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled.

- (20) The respective signatories to this Agreement represented that they are authorized to sign this Agreement on behalf of their respective party.

**LEVI WATER SUPPLY CORPORATION**

By: 

Mike Meadows, President

Date: 10/24/17

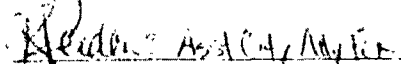
**THE CITY OF WACO, TEXAS**

By: 


Dale Fisseler, City Manager

Date: 11-9-17

APPROVED AS TO FORM & LEGALITY:

  
Jennifer Richie  
City Attorney

APPROVED:

  
Lisa Tyer  
Director of Water Utilities

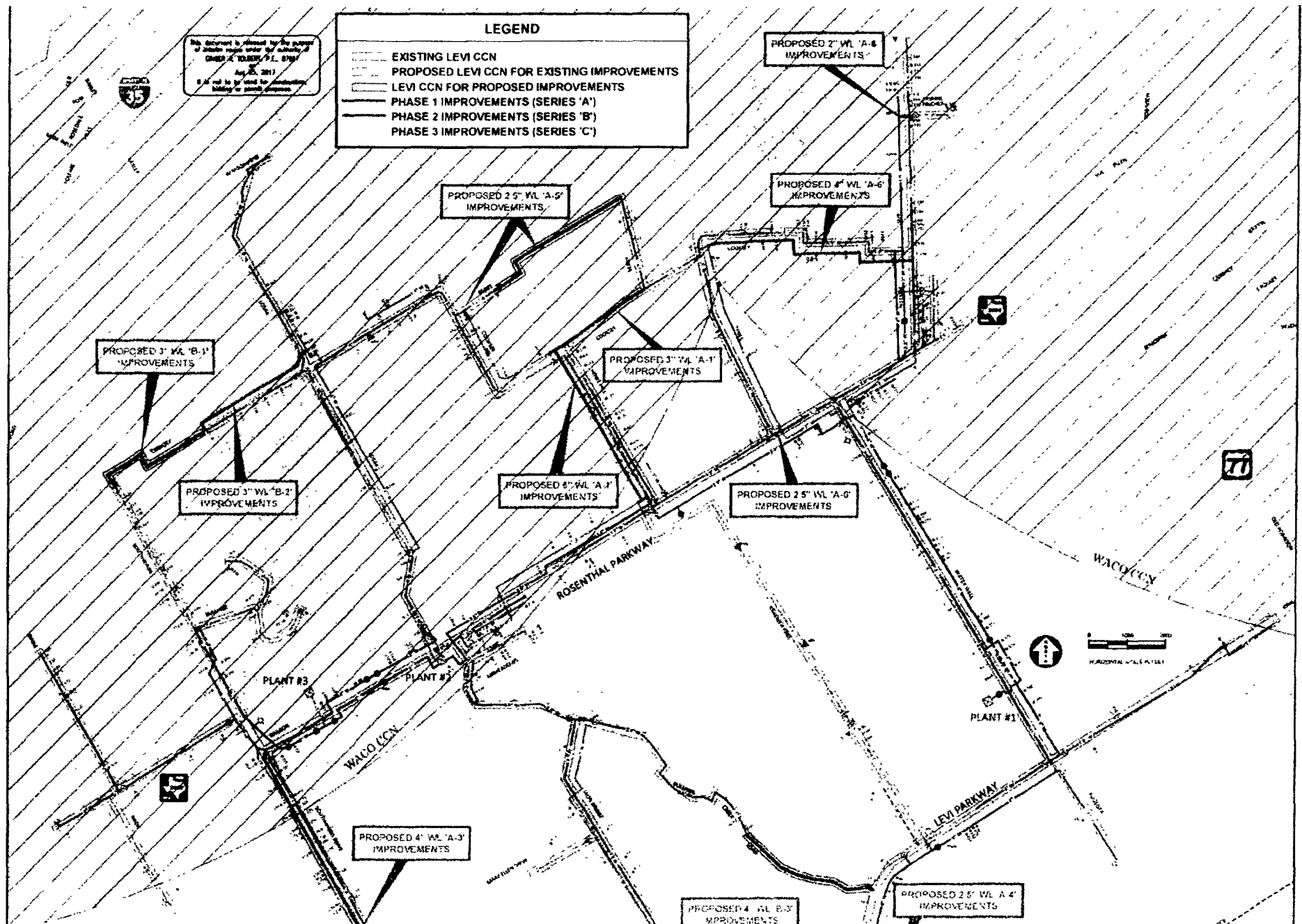


Exhibit 2.D



CARPENTER CROFT, PLLC

ATTORNEYS AND COUNSELLORS AT LAW

J. David Carpenter  
Mary Margaret Croft

[www.CarpenterandCroft.com](http://www.CarpenterandCroft.com)

7901 Fish Pond Road, Suite 210  
Waco, Texas 76710  
T: 254.300.7909

September 28, 2017

Mooreville Water Supply Corporation  
261 CR 499a  
Chilton, Texas 76632

Ladies and Gentlemen:

I represent Levi Water Supply Corporation (Levi), an entity that provides water under its existing water Certificate of Convenience and Necessity (CCN) No. 10018.

Levi is in the process of amending its CCN to better care for its existing infrastructure. I believe there are three meters of Mooreville's that Levi is currently serving. The Public Utility Commission of Texas is requiring Levi to provide proof of Mooreville's permission or consent to serve the three meters shown on the attached map.

If you are in agreement and grant your permission to Levi to serve the three meters described, please indicate your consent below. If you have any questions or concerns, please feel free to contact me.

Best regards,

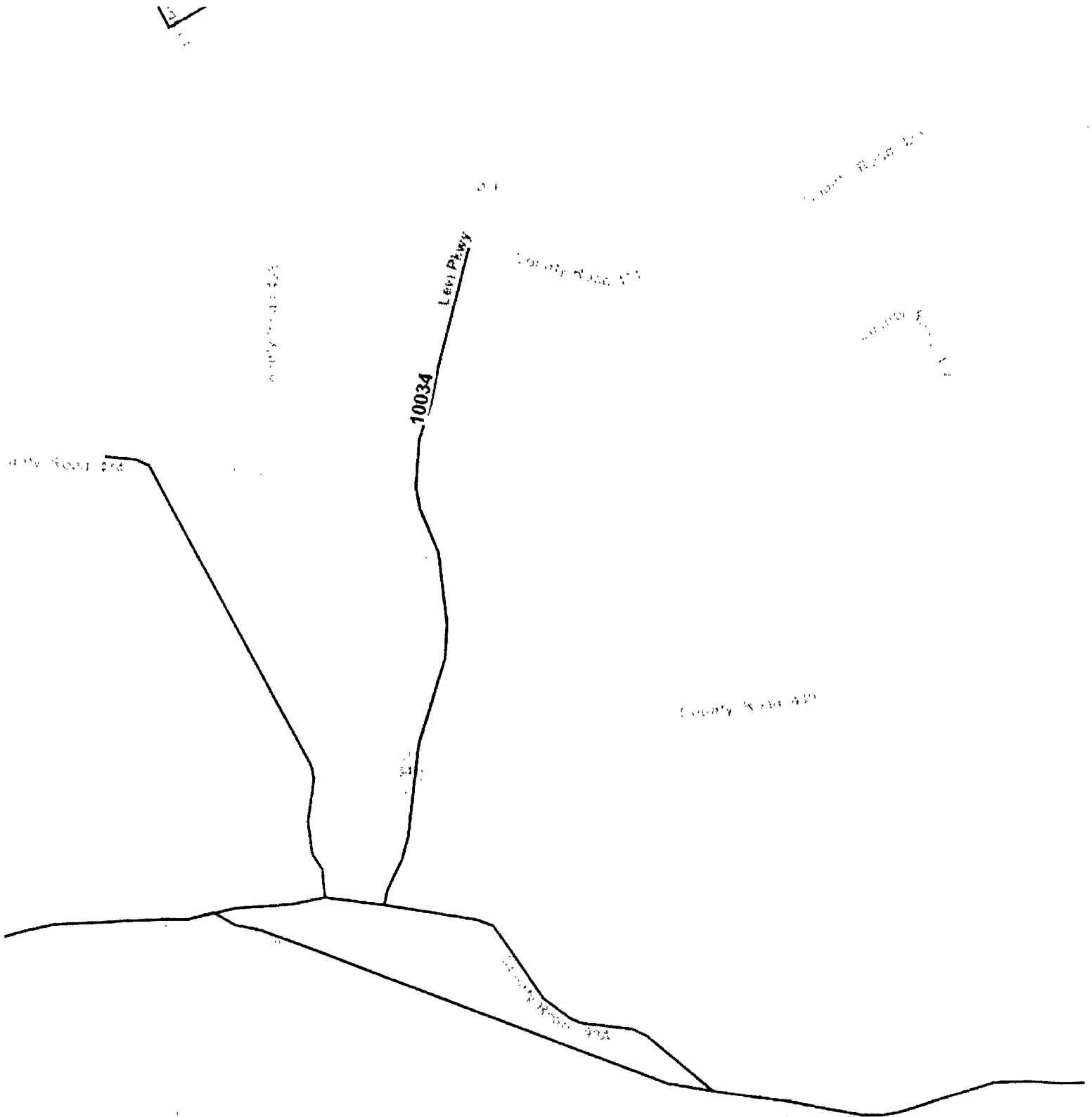
Mary Margaret Croft  
Counsel to Levi

[MaryMargaret.Croft@carpenterandcroft.com](mailto:MaryMargaret.Croft@carpenterandcroft.com)

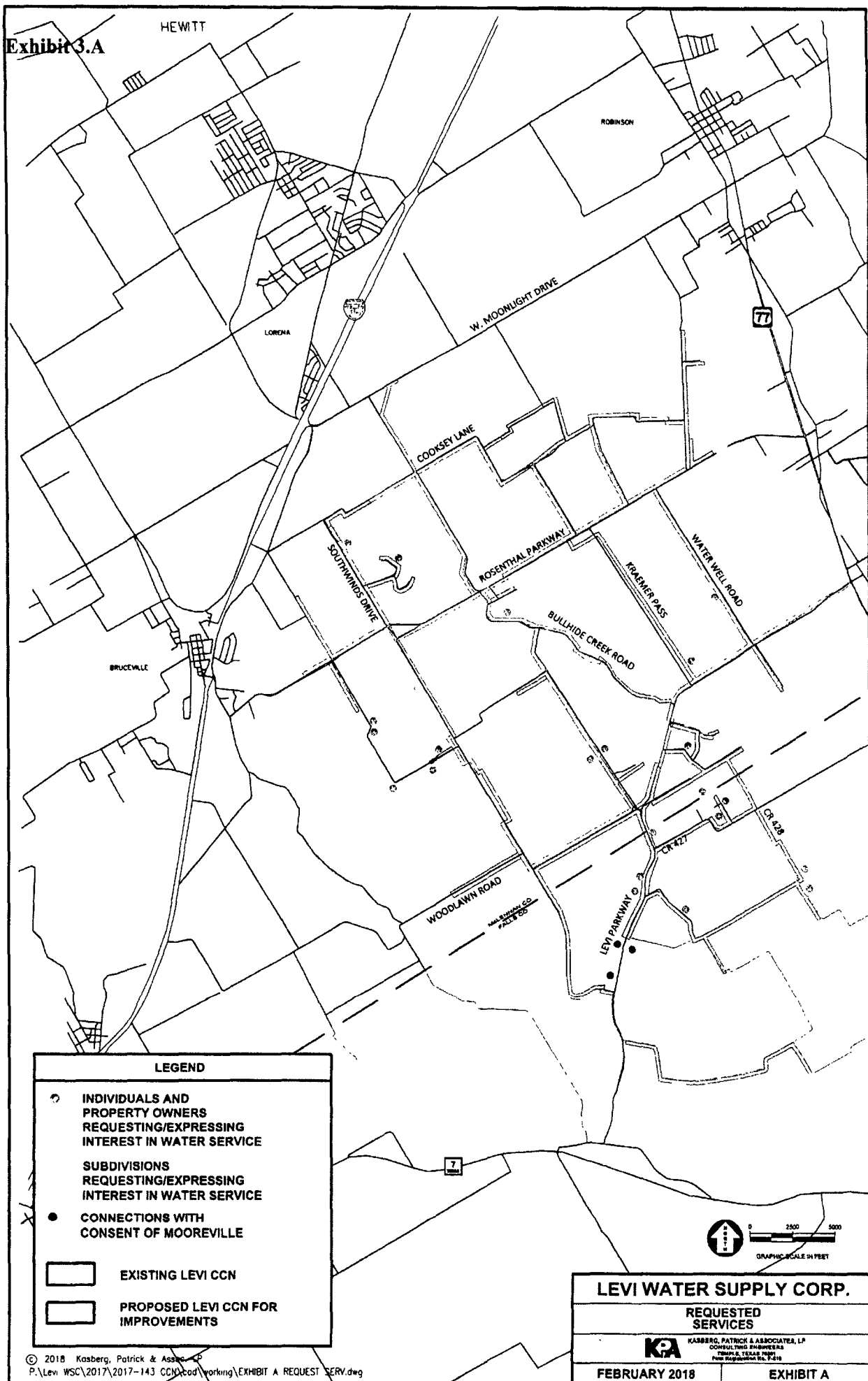
Mooreville Water Supply Corporation

By:  10/2/17  
Title: PRESIDENT

Exhibit A

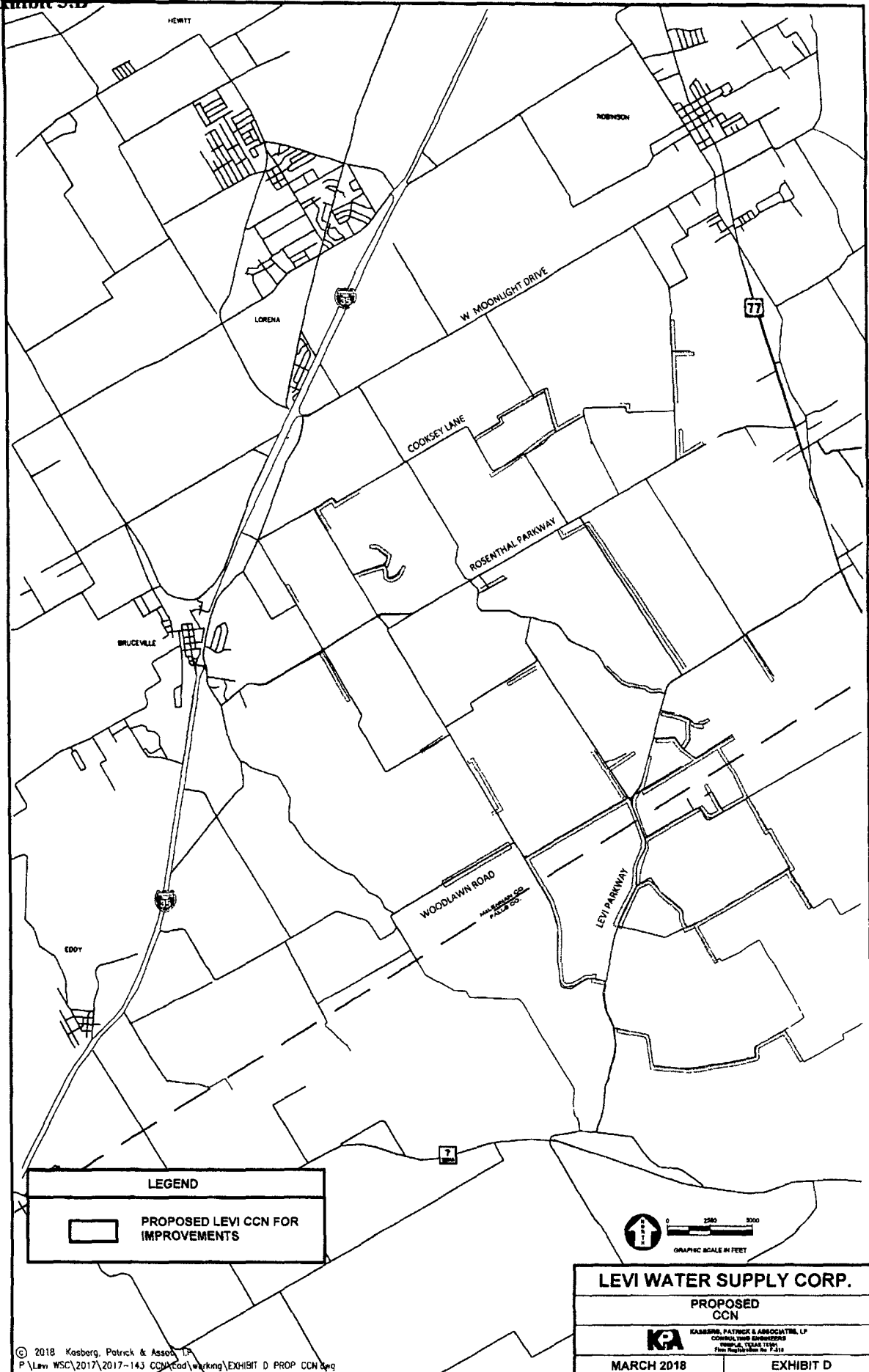


# Exhibit 3.A





# Exhibit 3.B



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 P:\Levi WSC\2017\2017-143 CCN\cad\working\EXHIBIT D PROP CCN.dwg

## TCEQ EXIT INTERVIEW FORM: Potential Violations and/or Records Requested

Regulated Entity/Site Name	Levi WSC	TCEQ Add. ID No. RN No. (optional)	RN101457679
Investigation Type	CCI	Contact Made In-House (Y/N)	Y
Purpose of Investigation	Routine Compliance Investigation		
Regulated Entity Contact	Jim Sheffield	Telephone No.	
Title	Manager	Fax No.	
		Date Contacted	
		Date Faxed	

**NOTICE:** The information provided in this form is intended to provide clarity to issues that have arisen during the investigation process between the TCEQ and the regulated entity named above and *does not represent final TCEQ findings related to violations*. Any potential or alleged violations discovered after the date on this form will be communicated by telephone to the regulated entity representative prior to the issuance of a notice of violation or enforcement. Conclusions drawn from this investigation, including additional violations or potential violations discovered (if any) during the course of this investigation, will be documented in a final investigation report.

Issue		For Records Request: Identify the necessary records, the company contact and date due to the agency. For Alleged and Potential Violation issues: include the rule in question with the clearly described potential problem. Other type of issues: fully describe.	
No.	Type <sup>1</sup>	Rule Citation (if known)	Description of Issue
1	AV	290.41(c)(1)(F)	Failure to obtain a sanitary control easement for Well 1 & Well 2
2	AV	290.44(h)(4)(C)	Failure to use the correct Backflow Prevention Form (Form 20700)
3	AV	290.46(m)	Failure to screen chlorine enclosure vents @ Plant 2

<sup>1</sup>Issue Type Can Be One or More of: AV (Alleged Violation), PV (Potential Violation), O (Other), or RR (Records Request)

Did the TCEQ document the regulated entity named above operating without proper authorization?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Did the investigator advise the regulated entity representative that continued operation is not authorized?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**Document Acknowledgment.** Signature on this document establishes only that the regulated entity (company) representative received a copy of this document and associated continuation pages on the date noted. If contact was made by telephone, document will be faxed to regulated entity; therefore, signature not required.

Investigator Name (Signed & Printed)	Date	Regulated Entity Representative Name (Signed & Printed)	Date
Katehyn Mehringer	3-14-18	Jim Sheffield	03/14/2018

If you have questions about any information on this form, please contact your local TCEQ Regional Office.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, call 512-239-3282.

Bryan W. Shaw, Ph.D., P.E., *Chairman*  
Toby Baker, *Commissioner*  
Jon Niemann, *Commissioner*  
Richard A. Hyde, P.E., *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

June 28, 2017

**CERTIFIED MAIL #7016 1970 0001 1408 5594**  
**RETURN RECEIPT REQUESTED**

Mr. Purdis Medlin, President  
Levi Water Supply Corporation (WSC)  
PO BOX 490  
Lorena, TX 76655-0490

Re: Additional Compliance Documentation Needed for:  
Levi WSC public water supply, Lorena (McLennan County), Texas  
Regulated Entity No.: RN101457679; TCEQ ID No.: PWS1550035

Dear Mr. Medlin:

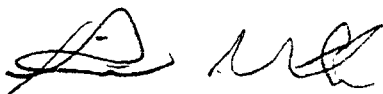
The Texas Commission on Environmental Quality (TCEQ) Waco Regional Office has received the compliance documentation that you submitted June 2, 2017 for the alleged violations noted during the investigation of the above-referenced facility conducted on August 3, 2015. The compliance documentation contained in your response appears to indicate that some of the problems documented during the investigation have been corrected. However, information is still needed for the alleged violation noted in the enclosed summary. Please submit to our office by July 28, 2017 a written description of corrective action taken and the required compliance documentation demonstrating that the remaining alleged violation has been resolved.

The Texas Commission on Environmental Quality appreciates your assistance in this matter and your compliance efforts to protect the State's environment. We look forward to receiving your response for the remaining alleged violation. Please note that the Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements

Mr. Purdis Medlin, President  
Page 2  
June 28, 2017

If you or members of your staff have any questions, please feel free to contact Ms. Laura Fanestiel in the Waco Regional Office at (254) 751-0335.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Monreal', with a stylized flourish at the end.

Richard Monreal  
Water Section Manager  
Waco Regional Office

RM/JH/gb

Enclosure: Summary of Unresolved Investigation Findings