



Control Number: 48980



Item Number: 24

Addendum StartPage: 0

FCWC

Frio Cañon Water Company

2019 JUN 14 PM 1:08

PUBLIC UTILITY COMMISSION
FILING CLERK

June 12, 2019

Sarah McDaniel, Attorney
Public Utility Commission of Texas
1701 N. Congress Avenue
PO Box 13326
Austin, TX 78711-3326

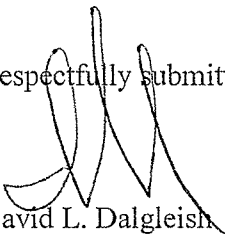
RE: Frio Canon Water Company, LLC, PUC Application to Change Water Rates Docket No. 48980 – COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION TO FRIO CANON WATER, LLC (FRIO CANON) QUESTION NOS . STAFF 1-1 THROUGH STAFF 1-21, STAMP DATED MAY 29, 2019

Dear Ms. McDaniel:

In referenced to the above Staff's Request for Information, please find attached Frio Canon's responses and requested discovery. To my knowledge, Frio Canon responses are true and correct. Frio Canon is happy to submit any additional information and/or clarifications Commission Staff may have regarding our Application for Rate Change.

If you have any questions concerning this letter, please do not hesitate to contact me or Donald Rauschuber, P.E., (512/413-9300 dgrwater@dgrainc.com) Engineer for Applicant.

Respectfully submitted,



David L. Dalglish
Officer for Frio Canon Water System, LLC

cc: Donald G. Rauschuber, P.E., Applicant Engineer

enclosure

DOCKET NO. 48980
FRIO CANON WATER COMPANY RESPONSE TO
PUBLIC UTILITY COMMISSION STAFF'S FIRST
REQUEST FOR INFORMATION
QUESTION NOS. STAFF 1-1 THROUGH STAFF 1-21

Staff 1-1 Provide electronic Microsoft Excel format copies of Frio Canon general ledger (GL) for the years ending December 31, 2018 , 2017 , 2016, and 2015, with enough detail to identify the transactions associated with each account.

RESPONSE: Attached (see Attachment Staff 1-1) is a CD disk containing electronic Microsoft Excel format copies of Frio Canon general ledger (GL) for the years ending December 31, 2018, 2017, 2016 and 2015.

Staff 1-2 Provide a crosswalk of each GL account number that corresponds to each application account number.

RESPONSE: See Attachment Staff 1-2.

Staff 1-3 Provide copies of federal income tax returns which include the applicant' s operations filed with the IRS for 2016 , 2017, and 2018.

RESPONSE: Frio Canon federal income tax returns for 2014, 2015, 2016 and 2017 are contained in Attachment 1-3 - CONFIDENTIAL FILING. Frio Canon's 2018 federal income tax return is not complete at the time of filing this RFI response. Earlier this year, Frio Canon's CPA filed with the IRS an extension for 2018 tax return. Frio Canon will supplement this RFI request upon receiving their 2018 tax return from their CPA.

Staff 1-4 Provide copies of Frio Canon federal forms 1099 - Miscellaneous and the related form 1096 and federal forms W-2 and W-3 for 2017.

RESPONSE: Frio Canon did not issue any Forms 1099 or associated forms in 2017.

Staff 1-5 Provide the number of active connections as of 12 /31/2018.

RESPONSE: As of December 31, 2018, Frio Canon had 17 - 5/8" x 3/4" retail water meter sets.

Staff 1-6 Provide the amount of regulatory assessment fee (RAF) paid to the Texas Commission on Environmental Quality for the test year 2017. If the amount is included in the statement of revenue and expense and Schedule I-1 , please indicate the expense category/account in which the RAF is included as well as in the general ledger provided.

RESPONSE: Frio Canon paid \$113.71 for 2016 and \$50.00 for 2017 in regulatory assessments to the TCEQ. Since regulatory assessments are a "pass-through" fee, it's collection and expense are not shown on Schedule I-1. Frio Canon GL regulatory assessment account number is 9100.

Staff 1-7 Provide copies all contracts /agreements for expenses claimed on application Schedule 1-1.

RESPONSE: In test year 2017, Frio Canon had a contract with Joe P. Lee, a contract vendor. This contract was cancelled on July 31, 2017. In 2018, Frio Canon entered a contract (see Attachment 1-7) with Doug's Construction Service, LLC, to provide water operational services in Frio Canon.

Staff 1-8 Explain the balance for Account 670 bad debts and how the amount is calculated.

RESPONSE: In 2015, Frio Canon entered into an unwritten agreement with Mr. Laird, a water customer, to settle a dispute regarding unpaid water bills that totaled approximately \$10,000. Under the agreement, Mr. Laird paid \$5,000 to Frio Canon. The unpaid balance of \$5,000 is shown in Account 670. Frio Canon is requesting recovery of this bad debt over three years without interest (i.e., \$1,667 per year).

Staff 1-9 Provide a copy of the paid receipts, executed agreements, and paid invoices as applicable for the following expenses claimed in the application:

- a) Account 620 - Valves and Pump Repair for \$3,349.32 and Auto Dialer Replacement for \$468.32 ,
- b) Account 664 - Permits and Fees for \$1,437.22 and Telephone (Auto Dialer) for \$468.32,
- c) Account 670 - Unpaid loan to Frio Canon for \$5,000, (See Previous RFI Response)
- d) Account 682 - Tax Prep/Tax Return expense for \$206 and the invoice for the same services for 2018,
- e) Account 681 - Billing and Acct. Program for \$1 ,075.00,
- f) Account 684 - BRIA Insurance Company policy and paid invoice(s) for 2018, and,
- g) Account 666 - DGRA, Inc. Application expense \$5,000.

RESPONSE: Frio Canon is retrieving the receipts, executed agreements, and paid invoices that are responsive to this Staff RFI request. As such, Frio Canon will supplement this response on or before June 21, 2019.

Staff 1-10 Provide a copy of the approved paid invoice and supporting receipts for each of the following 2017 general ledger entries:

- a) Record # 951, 01.24.2017 , Account # 13145 , \$113.71 ,
- b) Record# 1088, je, FCWC OWES DCC LABOR. , \$370.15 ,
- c) Record# 1145, 340820, Chemical Check Valve , 490.73
- d) Record# 1209 , je, FCWC OWES LAND EXP. MAR-DEC. 17, \$400.00,
- e) Record# 1209 , je, FCWC OWES LAND EXP. MAR-DEC. 17, \$1,445.44,
- f) Record# 1209 , je, FCWC OWES LAND EXP. MAR-DEC.17, \$1,052.44.

RESPONSE: Frio Canon is retrieving the receipts, executed agreements, and paid invoices that are responsive to this Staff RFI request. As such, Frio Canon will supplement this response on or before June 21, 2019.

Staff 1-11 Please provide the total number of taps installed during the test year.

RESPONSE: Frio Canon installed one new meter set/tap in Test Year 2017.

Staff 1-12 Verify if the tap fee income of \$500 reported in the 2017 income statement is included in the \$2,000 reported on application Schedule II-3.

RESPONSE: The tap fee income of \$500 reported in the 2017 income statement is included in the \$2,000 reported on Application Schedule II-3.

Staff 1-13 Provide a detailed listing of each of all tap fees claimed on application Schedule II-3 and identify them in the 2017 general ledger.

RESPONSE: See Attachment 1-13.

Staff-14 Please provide the supporting documents or loan agreements /contracts and indicate the purpose of the loans or payables, if any. Please provide the amortization schedule as well.

RESPONSE: See Attachment 1-14.

Staff 1-15 For each employee or contract laborer of the utility , please provide the following:

- a) Name of the employee or contract laborer and title/position;
- b) Hire date and ending dates of the individual's employment;
- c) Monthly or hourly rate during the 12-month test year and ending rate per month or per hour within 12 months after the test year;
- d) number of hours worked per week and a detailed description of the contract laborer's or employee's duties;
- e) the ratio or percentage of hours worked between the utility and affiliated company , if any;
- f) if the employee or contract laborer was terminated or no longer employed, indicate whether or not the position will be filled again and the target fill date ;
- g) a list of positions open and unfilled during 2016, 2017, and 2018 , if any. Please include title, annual salary, and the number of months during the year the position remained unfilled.

RESPONSE: In 2017, Frio Canon had one (1) contract operator: Mr. Joe Lee. Mr. Lee's contract is shown in Attachment 1-7. This contract was terminated in July 2017.

Staff 1-16 Provide names of the affiliated companies of the utility , using the definition of affiliate located in the Texas Water Code §13.002(2)(A)-(D).

RESPONSE: Please see below:

801439482 Entity Type: Domestic Limited Liability Company (LLC)
Original Date of Filing: June 14, 2011 Entity Status: In existence
Formation Date: N/A
Tax ID: 32044473430 FEIN:
Duration: Perpetual
Name: Frio Canon GP, LLC
Address: 4019 SPICEWOOD SPRINGS ROAD
AUSTIN, TX 78759-0000 USA

Filing Number: 800806623 **Entity Type:** Domestic Limited Liability Company (LLC)
Original Date of Filing: April 25, 2007 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 32030844263 **FEIN:**
Duration: Perpetual
Name: Frio Canon Investments, LLC
Address: 4019 SPICEWOOD SPRINGS ROAD
AUSTIN, TX 78759-0000 USA

800806835 **Entity Type:** Domestic Limited Liability Company (LLC)
Original Date of Filing: April 25, 2007 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 32030946209 **FEIN:**
Duration: Perpetual
Name: Frio Canon Land, LLC
Address: 4019 SPICEWOOD SPRINGS RD
AUSTIN, TX 78759 USA

801439485 **Entity Type:** Domestic Limited Partnership (LP)
Original Date of Filing: June 14, 2011 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 32044473562 **FEIN:**
Duration: Perpetual
Name: Frio Canon Land Holdings, LP
Address: 4019 Spicewood Springs Road
Austin, TX 78759 USA

Staff 1-17

Provide copies of organizational charts of the applicant including affiliated companies and employees whose salaries and benefits were included in the cost of service.

RESPONSE: No cost was included in the cost of service for any of Frio Canon affiliated companies. No organizational chart is available.

Staff 1-18 Please identify each expense or asset amount paid to an affiliate in the application and indicate the amount, account, payee, and page within the application on which the amount is located.

RESPONSE: In Test Year 2017, as in subsequent years, some of Frio Canon Water Company's monthly expenses were paid by use of a credit card held by Frio Canon Land Co., LP. Such expenses were and are reimbursed on a month to month basis from received Frio Canon Water Company's revenues. At the end of Test Year 2017, no affiliated company was owed any credit card reimbursements. Those Frio Canon Water Company' capital water improvements funded by Frio Canon Land, LP, are being repaid via the Promissory Note shown in Attachment 1-14.

Staff 1-19 For each expense or asset amount paid to an affiliate , provide documentation that meets

the affiliated transaction requirements in TWC § 13.185(e).

RESPONSE: No Frio Canon Water Company's monthly operating expense was/is paid for by an affiliate. As described above, periodically an affiliate's credit card is used to pay Frio Canon Water Company's expenses, but such expenses are reimbursed without interest or add-ons to the affiliate on a monthly basis.

Staff 1-20 Provide monthly operating reports, including monthly summary of gallons of water purchased (if any), billed and pumped during the test year; documentation of the consumption levels for each meter size at each gallonage tier during the test year.

RESPONSE: See Attachment 1-20.

Staff 1-21 Provide copies of invoices and documentation supporting the items listed on the depreciation schedules.

RESPONSE: Copies of invoices and documentation supporting the items listed on the depreciation schedules are shown in Attachment 1-21.

ATTACHMENT STAFF 1 – 1

**FRIO CANON WATER COMPANY
FY2015, FY2016, FY2017, AND FY2018 GENERAL LEDGER ON USB.**

CD ATTACHED

TO VIEW PLEASE CONTACT
CENTRAL RECORDS
512-936-7180

ATTACHMENT STAFF 1 – 2

FRIO CANON WATER COMPANY
CROSS-WALK TABLE

ATTACHMENT STAFF 1 - 2
CROSS-WALK TABLE - FCWS GENERAL LEDGER NO. TO PUC ACCOUNT NO.

UTILITY NAME: SCHEDULES - CLASS B RATE/TARIFF CHANGE I-1 REVENUE REQUIREMENT SUMMARY			
PUC Docket No.			
A	B	C	FCWS GENERAL LEDGER NO. Description
Line No.	Acct. No.	Account Name	
		Volume related expenses:	
1	610	Purchased water	N.A.
2	615	Power Expense-production only	9800 Utilities Electric
3	618	Other volume related expenses	9610 Treatment Chemicals
4		Total volume related exp.	
		Non-volume related expenses:	
5	601-1	Employee labor	N.A.
6	620	Materials	9600 System Maint. & Repairs
7	631-636	Contract work (Included in Line 6)	N.A.
8	650	Transportation expenses	N.A.
9	664	Other plant maintenance	
10		Total non-volume related exp.	
		Admin. & general expenses:	
11	601-2	Office salaries	9200 Operations-Billing
12	601-3	Mgmt. salaries	N.A.
13	604	Employee pensions & benefits	N.A.
14	615	Purchased power-Office only	N.A.
		8075 AND UNPAID PROMISSORY	
15	670	Bad debt expense	NOTE INTEREST EXPENSE
16	676	Office services & rentals	N.A.
	677	Office supplies & expenses	9200; Cost of Billing and Account Program Amortized Over 3-YRS; Annual Cost of Disposit Slips/Checks; Annual Billing Program Licening Fee
17			
18	678	Professional services	8000 Accountitng Expense
19	684	Insurance	8800 Insurance Expense
20	666	Regulatory (rate case) expense	TO BE ASSIGNED
21	667	Regulatory expense (other)	N.A.
22	675	Miscellaneous expenses	N.A.
23		Total admin. & general expense	
24		Total operating Expenses	
25	403	Depreciation	8050
26	408	Taxes Other than Income	N.A.
27	409/10	Income Tax Expense	N.A.
28		TOTAL EXPENSES	
29		TOTAL HISTORIC REVENUE	
30		HISTORICAL TEST YEAR RETURN	
31		REQUESTED RETURN	
32		TOTAL REVENUE REQUIREMENT	
		REQUESTED ANNUAL REVENUE	
33		INCREASE	
34		PERCENTAGE INCREASE	
35		LESS: OTHER REVENUES	
36		Revenue for Rate Design	

ATTACHMENT STAFF 1 – 7

**FRIO CANON WATER COMPANY
THIRD PARTY VENDOR CONTRACTS**

FRIO CAÑON

Sub-Contractor Agreement

Made as of the 15 day of January in the year 2018 Between Frio Canon Water Company and the Doug Alford:

FCWC	Frio Canon Water Company	Sub-contractor	Doug's Construction Service LLC
Address	4019 Spicewood Springs Rd.	Address	3587 Grape Creek Rd
Address Line 2	Austin, TX 78759	Address Line 2	Fredericksburg, TX 78624
Office Phone	(512)346-8554	Principal Contact & Cell	830-998-5798
Fax No.	(512)346-8667	Secondary Contact & Cell	

1. **The Work:**

Project Name: Frio Canon Water Company :

- **Description/scope of work** Coordinates, supervises and monitors daily activities and ensures that all operating data are properly recorded and documented.
- Ensures that the system is operating properly and water flowing at all times in compliance with State prescribed guidelines and standards.
- Submits monthly operating statistics and general correspondence to the Frio Canon Water Office.
- Ensures that office records are properly completed and filed for easy retrieval.
- Completes applications for private connections and forwards same to system management teams and Regional Group Manager.
- Arranges for periodic repairs and maintenance of all aspects of the water system.
- Prepares schedules for water quality testing and submits same to Regional Group Manager.

Documents: Sub-Contractor agrees that FCWC has provided the Sub-Contractor with Contract Documents that describe their work scope in detail and agrees to complete their work scope in a professional and timely manner as required by the Contract Documents.

2. **Payments:** Invoices must be submitted weekly to FCWC office identifying the number of hours worked. Payment of \$30.00 an hour for Doug Alford will be available for pickup or mailing on the last pay period of the month.
3. **Project Safety:** FCWC requires that all sub-contractors abide by OSHA rules and regulations that pertain to project safety and FCWC takes no responsibility for any work performed by the Sub-contractor that is unsafe and not in compliance with OSHA regulations.
4. **Clean up and Site Trash:** Sub-contractor is required to police any trash or waste materials used or produced by their scope of work or man power.
5. **Termination:** FCWC reserves the right to (Terminate) this contract at anytime for nonperformance, work unacceptable to FCWC and not corrected in a reasonable time, extended delays for which the Sub-Contractor is responsible or causes and does not make a reasonable effort to correct in a timely matter.
6. **Disputes:** Sub-Contractor agrees to Arbitration by a qualified Arbitrator suitable to both Parties if any disagreement between the two Parties can't be settled.
7. **Acceptance:** Sub-Contractor agrees that they have read the Contract Terms and understand that on execution of the Contract it becomes a legal and binding document between the two Parties per the Laws of the State of Texas.

Sub-Contractor Doug Alford
Signature _____
Printed _____
Date _____

FCWC Frio Canon Water Company
Signature _____
Printed _____
Date _____

FRIO CAÑON

Sub-Contractor Agreement

Made as of the **15** day of **January** in the year **2018** Between Frio Canon Water Company and the Doug Alford:

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Address Line 2	Austin, TX 78759	Address Line 2	Fredericksburg, TX 78624
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- Ensures that office records are properly completed and filed for easy retrieval.
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6. **Disputes:** Sub-Contractor agrees to Arbitration by a qualified Arbitrator suitable to both Parties if any disagreement between the two Parties can't be settled.
7. **Acceptance:** Sub-Contractor agrees that they have read the Contract Terms and understand that on execution of the Contract it becomes a legal and binding document between the two Parties per the Laws of the State of Texas.

Sub-Contractor _____ Doug Alford _____

Signature _____

Printed _____

Date _____

FCWC _____ Frio Canon Water Company _____

Signature _____

Printed _____

Date _____

Frio Cañon Water Company

Sub-Contract Agreement

This Agreement is made as of the **15th** day of **May** in the year **2015**. Between Frio Cañon Water Company (FCWC) and the Sub-contractor, JPL Ranch Services.

Company	Frio Cañon Water Company (FCWC)	Sub-contractor	Joe Lee, dba JPL Ranch Services
Address -	4019 Spicewood Springs Rd.	Address -	1310 Old Martindale Rd.
Address Line 2 -	Austin, TX 78759	Address Line 2 -	San Marcos, TX 78666
Office Phone -	(512)346-8554	Principal Contact & Cell -	(830) 261-0700
Fax No. -	(512)346-8667	Secondary Contact & Cell -	(830) 232-4745 (210) 268-3898

1. **The Work:** To manage and maintain Frio Cañon Water Company in cooperation with TCEQ Water System Operator.

Project **Frio Cañon Water Company**
Address: **600 Frio Cañon Trail**
Leakey, TX 78873

Description/scope of work.

Plant and system maintenance

Meter Reading reporting and installation of water taps

Assist with annual reporting to maintain compliance with state and local agencies

See attached Frio Cañon Site Manager list of responsibilities dated 5-22-2015

Sub-contract is a Time & Materials subcontract:

Compensation is based on hours worked and materials provided.

\$38.00 (Thirty Eight Dollars and No Cents) per man Hour for Sub-contractor

\$15.00 (Fifteen Dollars and No Cents) per man Hour for Laborers/Helpers

It is understood and hereby agreed that all Laborers/Helpers and crew members work for JPL Ranch Services and none are in direct employ with Frio Cañon Water Company (FCWC) nor are in a contractual relationship with FCWC.

Reimbursement for cost of materials provided as evidenced by proper invoices submitted.

Sub-contractor is aware of all site conditions and agrees that the price includes all necessary steps to safely complete the work.

Frio Cañon Water Company

Sub-Contract Agreement

This Agreement is made as of the **15th** day of **May** in the year **2015**. Between Frio Cañon Water Company (FCWC) and the Sub-contractor, JPL Ranch Services.

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Address Line 2 -	Austin, TX 78759	Address Line 2 -	San Marcos, TX 78666
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Address: **600 Frio Cañon Trail**
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Meter Reading reporting and installation of water taps

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Sub-contract is a Time & Materials subcontract:

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\$38.00 (Thirty Eight Dollars and No Cents) per man Hour for Sub-contractor

\$15.00 (Fifteen Dollars and No Cents) per man Hour for Laborers/Helpers

It is understood and hereby agreed that all Laborers/Helpers and crew members work for JPL Ranch Services and none are in direct employ with Frio Cañon Water Company (FCWC) nor are in a contractual relationship with FCWC.

Reimbursement for cost of materials provided as evidenced by proper invoices submitted.

Sub-contractor is aware of all site conditions and agrees that the price includes all necessary steps to safely complete the work.

2. **General Liability Insurance:** It is understood that JPL Ranch Services_does not carry General Liability Insurance.

3. **Documents:** Sub-Contractor agrees that FCWC has provided the Sub-Contractor with adequate description of work responsible and agrees to complete their work scope in a professional and timely manner as required.
4. **Payments:** Compensation is based on Time & Materials; the number of hours and cost of materials provided. Invoices must be submitted weekly to the main office identifying the number of hours per worker and any applicable material receipts for reimbursements NO LATER THAN NOON ON MONDAY. Payment will be available for pickup or mailing AFTER 2:00 PM on the following Friday (4 days later).
5. **Project Safety:** FCWC requires that all sub-contractors abide by OSHA rules and regulations that pertain to project safety and FCWC accepts no responsibility for any work performed by the Sub-contractor that is unsafe and not in compliance with OSHA regulations.
6. **Termination:** FCWC reserves the right to (Terminate) this contract at anytime for nonperformance, work unacceptable to FCWC.
7. **Disputes:** Sub-Contractor agrees to Arbitration by a qualified Arbitrator suitable to both Parties if any disagreement between the two Parties can't be settled.
8. **Acceptance:** Sub-Contractor agrees that they have read these Contract Terms and understand that on execution of the Contract it becomes a legal and binding document between the two Parties per the Laws of the State of Texas.



July 31, 2017

Joe P. Lee
JPL Ranch Services
1310 Martindale Rd.
San Marcos, Texas 78666

Re: Subcontract cancellations

Dear Joe,

On behalf of the Frio Cañon and Frio Vista HOA Boards, I want to communicate to you that we met and decided to not renew and extend our contracts with JPL Ranch Services. This decision extends to and includes the Frio Cañon Community Association, Frio Cañon Land Holdings, Frio Cañon Water Company, Dalgleish Construction and Frio D Ranch. We have enjoyed working with you for the last couple of years, but decided that we need to make different arrangements going forward.

Subject to you signing a release in the form attached to this letter, we have agreed to provide you with an additional 2 months of pay as an expression of our appreciation for the couple years you have managed our community.

Respectfully,

David Dalgleish
FCLH Managing Partner
FCCA HOA President
Frio D Ranch Managing Partner
Frio Cañon Water Company
Dalgleish Construction Company

Separation and Release of Claims Agreement

This Separation and Release of Claims Agreement ("**Agreement**") is entered into by and among Frio Canon Community Association, Frio Canon Land Holdings, LP, Frio Canon Water Company, Dalgleish Construction Company L.P. and Frio D Ranch, LLC (each a "**Contractor**" and collectively referred to herein as the "**Contractor Group**"), on the one hand, and Joe P. Lee, dba JPL Ranch Services (the "**Sub-Contractor**"), on the other.

Contractor is a party to a Sub-Contract Agreement, dated May 22, 2105, with each of the Contractors (collectively, the "**Sub-Contract Agreements**"), all of which agreements may be terminated by the applicable Contractor at any time for nonperformance or work unacceptable to such Contractor. The Contractor Group has determined to terminate each of the Sub-Contract Agreements effective as of July 31, 2017 (the "**Separation Date**"). After the Separation Date, Sub-Contractor shall not represent himself as being an independent contractor, agent or other representative of any of the Contractors for any purpose. Except as otherwise set forth in this Agreement, the Separation Date will be the termination date of Sub-Contractor's services on behalf of the Contractor Group for all purposes, such that Sub-Contractor will no longer be entitled to any further compensation, monies or other benefits from any of the Contractors except as provided herein.

This Agreement will be effective as of the date of execution by Sub-Contractor (the "**Effective Date**").

1. Separation Benefits. In consideration for Sub-Contractor's execution of and compliance with this Agreement, including the general release and waiver of claims in Section 2, the Contractor Group agrees to provide the following separation payments to Sub-Contractor:

(a) Separation Payments. A total sum of Twelve thousand and 00/100 Dollars (\$12,000.00) less applicable taxes and withholdings. This will be paid in two equal installments of Six thousand and 00/100 Dollars (\$6,000.00) each, the first installment to be paid on August 1, 2017 and the second installment to be paid on September 1, 2017.

(b) Acknowledgement. Sub-Contractor understands, acknowledges and agrees that these separation payments exceed what he is otherwise entitled to receive upon termination of his contractor services, and that these payments are in exchange for executing this Agreement. Sub-Contractor further acknowledges no entitlement to any additional payment or consideration not specifically referenced herein.

2. General Release and Waiver of Claims. In exchange for the consideration provided in this Agreement, Sub-Contractor and his heirs, executors, representatives, agents, insurers, administrators, successors and assigns (collectively, the "**Releasers**") irrevocably and unconditionally fully and forever waive, release and discharge each of the Contractors, including each Contractor's subsidiaries, affiliates, predecessors, successors and assigns, and all of their respective officers, directors, employees and shareholders, in their corporate and individual capacities (collectively, the "**Releasees**") from any and all claims, demands, actions, causes of actions, obligations, judgments, rights, fees, damages, debts, obligations, liabilities and expenses (inclusive of attorneys' fees) of any kind whatsoever (collectively, "**Claims**"), whether known or

unknown, from the beginning of time to the Effective Date, including, without limitation, any claims under any federal, state, or local law that Releasors may have, have ever had or may in the future have arising out of, or in any way related to the Sub-Contractor's services or termination of such services with the Contractor Group and any actual or alleged act, omission, transaction, practice, conduct, occurrence or other matter. However, this general release and waiver of claims excludes, and the Sub-Contractor does not waive, release or discharge, (i) any claims which cannot be waived by law, and (ii) any claims arising under this agreement.

3. Knowing and Voluntary Acknowledgement and Sub-Contractor Representations.

(a) Sub-Contractor specifically agrees and acknowledges that: (i) Sub-Contractor has read this Agreement in its entirety and understands all of its terms; (ii) Sub-Contractor knowingly, freely and voluntarily assents to all of its terms and conditions including, without limitation, the waiver, release and covenants contained herein; (iii) Sub-Contractor is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which he is otherwise entitled; and (iv) Sub-Contractor is not waiving or releasing rights or claims that may arise after his execution of this Agreement.

(b) Sub-Contractor hereby represents that he intends to irrevocably and unconditionally fully and forever release and discharge any and all claims he may have, have ever had or may in the future have against the Contractor Group that may lawfully be waived and released arising out of or in any way related to his services or termination of such services with the Contractor Group. Sub-Contractor specifically represents, warrants and confirms that: (a) he has no claims, complaints or actions of any kind filed against any of the Contractors with any court of law, or local, state or federal government or agency; and (b) he has been properly paid for all hours worked for the Contractor Group, including his final payroll check for his salary through and including the Separation Date.

4. Return of Property. Within five (5) days of the Separation Date, Sub-Contractor shall return all Contractor Group property, including keys, credit cards, equipment, telephones and computer devices. To the extent Sub-Contractor utilized his personal electronic mail account for Contractor Group business, Sub-Contractor shall permanently delete all such email messages from his personal e-mail account. Sub-Contractor shall also delete any Contractor Group related electronically stored documents or files that are saved on any personal computer.

5. Restrictive Covenants.

(a) Acknowledgment. Sub-Contractor understands and acknowledges that by virtue of his services with the Contractor Group, he had access to and knowledge of confidential and proprietary documents, materials and other information, in tangible and intangible form, of and relating to the Contractor Group and its businesses ("**Confidential Information**"), was in a position of trust and confidence with the Contractor Group, and benefitted from the Contractor Group's goodwill. Sub-Contractor further understands and acknowledges that the restrictive covenants below are necessary to protect the Contractor Group's legitimate business interests in its Confidential

Information and goodwill, and that the Contractor Group would be irreparably harmed if Sub-Contractor violates the restrictive covenants below.

(b) Disclosure and Use Restrictions. Sub-Contractor agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person outside of the Contractor Group, except with the prior written consent of an authorized officer acting on behalf of the Contractor Group in each instance (and then, such disclosure shall be made only within the limits and to the extent of such consent); and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Contractor Group, except with the prior written consent of an authorized officer acting on behalf of the Contractor Group in each instance (and then, such disclosure shall be made only within the limits and to the extent of such consent). Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Sub-Contractor shall promptly provide written notice of any such order to the Contractor Group. Sub-Contractor understands and acknowledges that his obligations under this Agreement with regard to any particular Confidential Information shall commence immediately and shall continue after the Separation Date until such time as such Confidential Information has become public knowledge other than as a result of Sub-Contractor's breach of this Agreement or breach by those acting in concert with Sub-Contractor or on Sub-Contractor's behalf.

(c) Confidentiality of this Agreement. Sub-Contractor agrees and covenants that he shall not disclose any of the terms of or amount paid under this Agreement or the negotiation thereof to any individual or entity; provided, however, that Sub-Contractor will not be prohibited from making disclosures to his attorney, tax advisors and/or immediate family members, or as may be required by law.

(d) Non-Disparagement. Sub-Contractor agrees and covenants that he shall not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Contractor Group or its businesses, or any of its employees, contractors, officers, agents and representatives, now or in the future.

(e) This Section does not, in any way, restrict or impede Sub-Contractor from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order, and provided further that Sub-Contractor shall promptly provide written notice of any such order to the Contractor Group.

6. Remedies. In the event of a breach or threatened breach by Sub-Contractor of any of the provisions of this Agreement, Sub-Contractor hereby consents and agrees that the Contractor Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief. Should Sub-Contractor fail to abide by any of the terms of this Agreement, the Contractor Group may, in addition to any other remedies it may have, reclaim any amounts paid to the Sub-Contractor under the provisions of this Agreement or terminate any benefits or payments that are later due under this Agreement, without waiving the releases provided herein.

7. Successors and Assigns. Neither Sub-Contractor nor the Contractor Group shall have the right to assign this Agreement or any part hereof without the written consent of the other party. Any purported assignment without such consent shall be null and void from the initial date of purported assignment.

8. Governing Law: Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Texas without regard to conflicts-of-law principles. Any action or proceeding by either of the parties to enforce this Agreement may be brought only in any state or federal court located in Travis County, Texas. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

9. Entire Agreement. Unless specifically provided herein, this Agreement contains all the understandings and representations between Sub-Contractor and the Contractor Group pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The Parties mutually agree that the Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

10. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by Sub-Contractor and each of the Contractors. No waiver by any of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by any of the parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

11. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties

with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

12. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

14. Nonadmission. Nothing in this Agreement shall be construed as an admission of wrongdoing or liability on the part of any party.

15. Notices. All notices under this Agreement must be given in writing by regular mail and, if appropriate, receipted e-mail at the addresses indicated in this Agreement or any other address designated in writing by any party.

Notice to the Contractor Group:

4019 Spicewood Springs Road
Austin, Texas 78759
Attn: David Dalglish

Notice to Sub-Contractor:

1310 Martindale Road
San Marcos, Texas 78666

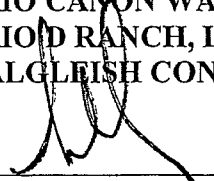
16. Attorneys' Fees. Should Sub-Contractor breach any of the terms of this Agreement, to the extent authorized by state law, Sub-Contractor will be responsible for payment of all reasonable attorneys' fees and costs that Contractor Group incurred in the course of enforcing the terms of the Agreement, including demonstrating the existence of a breach and any other contract enforcement efforts.

17. Acknowledgment of Full Understanding. SUB-CONTRACTOR ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. SUB-CONTRACTOR FURTHER ACKNOWLEDGES THAT HIS SIGNATURE BELOW IS AN AGREEMENT TO RELEASE CONTRACTOR GROUP FROM ANY AND ALL CLAIMS.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties execute this Agreement as of the dates below:

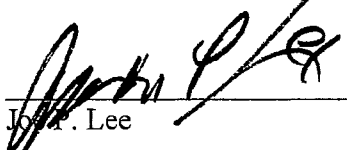
**FRIO CANON COMMUNITY ASSOCIATION
FRIO CANON LAND HOLDINGS, LLC
FRIO CANON WATER COMPANY
FRIO D RANCH, LLC
DALGLEISH CONSTRUCTION COMPANY LP**



David Dalglish, CEO

Dated: 8-1-17

**JOE P. LEE, an individual, and
dba JPL Ranch Services**



Joe P. Lee

Dated: 8.1.17

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) J P L Ranch Services INC.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 1310 Old Martindale Rd City, state, and ZIP code San Marcos, Texas 78666	Requester's name and address (optional)
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
Employer identification number									
4	6	-	4	0	6	3	7	0	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Melissa Lee*

Date ▶ *09/12/2014*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ATTACHMENT STAFF 1 – 9

FRIO CANON WATER COMPANY

**RECEIPTS AND DOCUMENTATION FOR ACCOUNT NOS. 620, 664, 670, 682, 681,
684, AND 666**

**FRIO CANON WILL SUPPLEMENT THIS RFI ON OR BEFORE
JUNE 21, 2019**

ATTACHMENT STAFF 1 – 10

FRIO CANON WATER COMPANY

RECEIPTS AND DOCUMENTATION FOR RECORDS NOS. 951, 1088, 1145, AND 1209

**FRIO CANON WILL SUPPLEMENT THIS RFI ON OR BEFORE
JUNE 21, 2019**

ATTACHMENT STAFF 1 – 13

FRIO CANON WATER COMPANY

FRIO CANON TAP FEES IDENTIFIED IN GENERAL LEDGER

General Ledger

06/11/19

Frio Canon Water Company

General Ledger

Account# 4100 to 4200, Period 01 (Jan 2013) to 12 (Dec 2019),.....

Record#	Trans#	Date	Description	Debit	Credit	Balance
4100 Application Fees				Balance Forward:		
958	301	02/03/2017	Water billing payments		50.00	50.00
Totals:					50.00	50.00
4200 Tap Fees				Balance Forward:		
85	116	08/16/2013	Tap Fee Payment		500.00	500.00
177	gl	12/31/2013	Move tap fees to correct accou		1,000.00	1,500.00
958	301	02/03/2017	Water billing payments		500.00	2,000.00
Totals:					2,000.00	2,000.00
Grand Total:					2,050.00	2,050.00

Transaction 116 Mr. Kircher Tap Fee 08/16/2013 \$500.00

Transcation gl Mr. Hornfischer \$500.00 & Frio D Cypress \$500.00
12/31/2013 corrected entry from water & Trash fees to Tap Fees

Transaction 301 Mr Carter Tap Fee 02/03/2017 \$500.00

ATTACHMENT STAFF 1 – 14

FRIO CANON WATER COMPANY

PROMISSORY NOTES

Promissory Note

Effective Date: January 1, 2017

Borrower: FRIO CANON WATER COMPANY, LLC, a Texas limited liability company

Borrower's Address: 4019 Spicewood Springs Road, Austin, Travis County, Texas 78759

Lender: FRIO CANON LAND HOLDINGS, LP, a Texas limited partnership

Place for Payment: 4019 Spicewood Springs Road, Austin, Travis County, Texas 78759

Principal Amount: EIGHTEEN THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$18,250.00)

Annual Interest Rate: FIVE PERCENT (5.0%)

Maturity Date: January 31, 2027

Annual Interest Rate on Matured, Unpaid Amounts: Eighteen Percent (18%) or the maximum rate allowed by law, whichever is lower.

Terms of Payment (principal and interest): Equal monthly payments of principal and interest in the amount of \$193.57 per month, with all outstanding principal and accrued and unpaid interest due at the Maturity Date.

Security for Payment: NONE.

Other Security for Payment: NONE

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is

placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

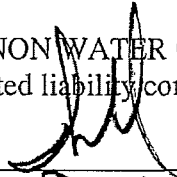
Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Each Borrower is responsible for all obligations represented by this note.

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

FRIO CANON WATER COMPANY, LLC, a
Texas limited liability company

By: 
Name: DAVID L. DALLWORTH
Title: MANAGER

Payment: \$193.57
Principal: \$152.69
Interest: \$41.48
\$193.57

Frio Canon Land Holdings, LLC
4019 Spicewood Springs Road
Austin, TX 78759

To: Frio Canon Water Company
4019 Spicewood Spring Road
Austin, TX 78759

Re: Promissory Note Payment (10 Years –end date 01/31/2027)

Monthly Principal Amount:	\$152.09
Monthly Interest Amount:	<u>\$41.48</u>
Total Monthly Payment:	\$193.57

Payment Due Date: Last day of each month starting 01/31/17

ATTACHMENT STAFF 1 – 20

FRIO CANON WATER COMPANY

MONTHLY OPERATING REPORT

FRIO CANON MONTHLY METERED WATER USE 2016

Customer	Acct#	Meter#	12/4/15	1/5/16	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE	WATER USE
					2/3/16	4-Mar-16	6-Apr-16	9-May-16	1-Jun-16	7-Jul-16	8/1/16	9/5/16	10/5/16	11/4/16	12/1/16					
Frio D Cypress House	1001	21168160	110200	111070	870 112410	1340 113340	930 121430	8090 124860	3430 127060	2200 130170	3110 133720	3550 137130	3410 139350	2220 140320	970 140990					670
Andrew Fisher/Sold to DLD	1002	21031495			0	0	0	0	0	0	0	0	0	0	0					0
OLD Frio D Jcr sold to Getters			22050	22050	0 22050	0 22050	0 29020	6970 29020	0 29020	0 29020	0 29020	0 29020	0 29020	0 29020	-29020					0
Kerry & Becky Getter		21031495			0	0	0	0	0	0	0	0	0	29020	29020	29020	0 29020			0
Nick Fox	1003	21031501	285880	286800	920 308570	21770 309000	430 310350	1350 312000	1650 316230	4230 321180	4950 329810	8630 331540	1730 331790	250 332290	500 334700					2410
Jim & Donna Jones/Sold to David Mebane	1010	19507680			0	0	0	0	0	0	0 misread		#VALUE!	0	0					0
David Mebane	10108		87480	89860	2380 92110	2250 101620	9510 111480	9860 119940	8460 125410	5470 129650	4240 157210	27560 143970	-13240 149570	5600 157470	7900 164530					7060
Frio DCedar House	1014	20223756	592200	600550	8350 609750	9200 611620	1870 615620	4000 615890	270 616390	500 616850	460 632780	15930 634960	2180 637210	2250 639240	2030 641130					1890
Marc & Ann Lalrd	2013	21113507	318530	321890	3360 325030	3140 328560	3530 335570	7010 338770	3200 343470	4700 352750	9280 358910	6160 364410	5500 368320	3910 371600	3280 373670					2070
Marc & Ann Lalrd	20138	20223760	2378760	2424990	46230 2481600	56610 2513480	31880 2548790	35310 2578510	29720 2602550	24040 2688580	86030 2757320	68740 2865670	108350 2938700	73030 2938700	0 2938700					0
Dusty & Dawn Black	2019	19533508	1147150	1149140	1990 1158860	9720 117556		1217130	1231730	14600 1255060	23330 1268220	13160 1289540	21320 1305410	15870 1320080	14670 1329760					9680
Red House	2023	21031498	215360	216720	1360 218470	1750 230750	12280 234640	3890 238180	3540 245380	7200 250030	4650 252760	2730 255190	2430 258910	3720 260330	1420 263800					3470
Charles & Laura Preston	2034	19507678	300880	305280	4400 308610	3330 311930	3320 316500	4570 319580	3080 322320	2740 327270	4950 328460	1190 329960	1500 330860	900 331570	710 331930					360
Dee Carr	2037	19533510	1600710	1602070	1360 1605590	3520 1922780	317190 1981040	58260 1984230	3190 1988520	4290 1996620	8100 2000640	4020 2002250	1610 2002550	300 2003200	650 2003460					260
Hornfischer	3001	21113505	79650	81310	1660 83660	2350 8571	-75089 90380	81809 93710	3330 97880	4170 101850	3970 103570	1720 107520	3950 110130	2610 113090	2960 115990					2900
Kircher	2024	19507676	414580	420060	5480 429430	9370 447450	18020 469840	22390 486170	16330 497420	11250 529950	32530 567430	37480 633510	66080 669230	35720 699600	30370 712560					12960
FLand-Sold to Woodworth	3020		37460	40350	2890 42370	2020 44200	1830 59570	15370	-59570	0	0	0	0	0	0					0
Woodworth	3025				0	0	0 59570	59570 63680	4110 74930	11250 95180	20250 108180	13000 128280	20100 145030	16750 151610	6580 158670					7060
MASTER METER			1642240	1651650	9410 1666260	14610 1714370	48110 1742270	27900 1756690	14420 1770230	13540 1799720	29490 1822990	23270 1858660	35670 1882510	23850 1897360	14850 1902990					5630

FRIO CANON MONTHLY METERED WATER USE 2017

FRIO CANON MONTHLY METERED WATER USE 2017																										
Customer	Acct#	Meter#	5-Jan	6-Feb	Water usage	6-Mar	Water usage	9-Apr	Water usage	10-May	Water usage	7-Jun	Water usage	3-Jul	Water usage	15-Aug	Water usage	5-Sep	Water usage	4-Oct	Water usage	7-Nov	Water usage	4-Dec	Water usage	Total Usage for Year
Frio D Cypress House	1001	21168160	143950	145440	1490	146800	1360	151920	5120	159450	7530	163720	4270	164460	740	168040	3580	168770	730	170180	1410	170760	580	174190	3430	30240
Kerry & Becky Getter		21031495	29020	29020	0	29020	0	29020	0	29020	0	31020	2000	31560	540	34080	2520	37540	3460	41620	4080	45080	3460	49010	3930	19990
Nick Fox	1003	21031501	336980	337310	330	337350	40	340210	2860	342060	1850	343990	1930	349550	5560	358750	9200	360790	2040	362260	1470	363150	890	366090	2940	29110
David Mebane	1010B		169230	172200	2970	176890	4690	182520	5630	191990	9470	199940	7950	209500	9560	223960	14460	231470	7510	237410	5940	246460	9050	253570	7110	84340
Frio D Cedar Sold to Angelone	1014	20223756	645230	649440	4210	650640	1200	662730	12090	696240	33510	721020	24780	738040	17020	772720	34680	800840	28120							155610
Alfonso Angelone	1015	20223756	0	0	0	0	0	0	0	0	0	0	0	0	0	800840	0	800840	0	838120	37280	878510	40390	883220	4710	82380
Marc & Ann Laird	2013B	20223760	2938700	2940450	1750	2944500	4050	2944500	0	2944500	0	2944500	0	2944500	0	2944500	0	2944500	0	2944500	0	2944500	0	2944500	0	5800
Marc & Ann Laird	2013	21113507	378130	388840	10710	396850	8010	412650	15800	428950	16300	442910	13960	456750	13840	466220	9470	474190	7970	488790	14600	503550	14760	518560	15010	140430
Dusty & Dawn Black	2019	19533508	1330270	1332890	2620	1334270	1380	1342280	8010	1359250	16970	1371460	12210	1385840	14380	1409640	23800	1422390	12750	1437990	15600	1455020	17030	1472560	17540	142290
Red House	2023	21031498	265860	268450	2590	271670	3220	278180	6510	283840	5660	288260	4420	290730	2470	297040	6310	298970	1930	302220	3250	304580	2360	309090	4510	43230
Charles Preston	2034	19507678	333920	335170	1250	335710	540	337690	1980	339180	1490	340790	1610	342170	1380	345900	3730	348250	2350	353510	5260	358130	4620	359780	1650	25860
Dee Carr	2037	19533510	2003570	2005420	1850	2007280	1860	2009310	2030	2012670	3360	2017500	4830	2021240	3740	2028430	7190	2030920	2490	2033640	2720	2035460	1820	2040360	4900	36790
Hornfischer	3001	21113505	118640	121680	3040	123510	1830	125350	1840	128400	3050	132320	3920	134810	2490	144090	9280	145950	1860	148180	2230	149980	1800	152950	2970	34310
Kircher	2024	19507676	728260	734680	6420	750400	15720	778490	28090	802340	23850	831910	29570	868900	36990	923810	54910	945970	22160	976850	30880	1008580	31730	1029570	20990	301310
Woodworth	3025	267504	161370	163740	2370	165570	1830	172260	6690	181890	9630	192710	10820	207780	15070	235040	27260	263070	28030	298630	35560	412540	113910	422520	9980	261150
Carter, Jr & Anne	3030	15-027332	10	10	0	60	50	120	60	960	840	1750	790	3040	1290	4530	1490	5820	1290	6350	530	6350	0	7710	1360	7700
Frio River Cabin	3035	15-027585											10	0	2030	2020	2920	890	3320	400	7050	3730	74430	67380	74420	
Monthly Totals					41600		45780		96710		133510		123060		125070		209900		123580		161210		246130		168410	1474960
MASTER METER			1908020	1915000	6980	1920160	5160	1931760	11600	19506800	17575040	19649100	142300	19888800	239700	20213100	324300	20392500	179400	20692300	299800	21030800	338500	21339700	308900	19431680

ATTACHMENT STAFF 1 – 21

FRIO CANON WATER COMPANY

**INVOICES AND DOCUMENTATION SUPPORTING THE ITEMS LISTED
ON THE DEPRECIATION SCHEDULES**

2. 1

14 July 2007

Estimate
Water System
Public Water System
Real County, TX

212. 687. 7479

120 m³

74 7A

	Quantity	Unit	Unit Price	Total
<i>Concrete Tanks</i>				
Fiberglass Storage Tank, Complete	2	EA	\$14,000.00	\$28,000
1500 GPM Pressure Tank, Complete	2	EA	\$5,000.00	\$10,000
Pump House Structure inc. Foundation	200	SF	\$50.00	\$10,000
Site Grading, Fencing & Paving	1	EA	\$5,000.00	\$5,000
5. Yard Piping, Valves & Fittings	1	EA	\$7,500.00	\$7,500
6. Pressure Pumps, 100 gpm	2	EA	\$1,800.00	\$3,600
7. Chlorinator System, Complete	1	EA	\$2,200.00	\$2,200
8. Pump House Piping, Valves & Fittings	1	EA	\$6,500.00	\$6,500
9. Pump & Tank Controls	1	EA	\$7,500.00	\$7,500
10. Air Compressor w/ Site Glass	2	EA	\$1,800.00	\$3,600
11. Elec. inc. Transformer, Lights, Service Drop	1	EA	\$5,000.00	\$5,000
12. Well, 8" Dia., 700' Depth, Complete	2	EA	\$32,000.00	\$64,000
Sub-Total				\$152,900
<u>Distribution System</u>				
1. 6" PVC, SDR-21	4155	LF	\$20.00	\$83,100
2. 4" DI	1015	LF	\$15.00	\$15,225
3. 2" PVC, SDR-26 (fm Well #2)	600	LF	\$10.00	\$6,000
4. Concrete Encasement (River Crossing)	400	LF	\$20.00	\$8,000
5. 6" Gate Valve, DI	3	EA	\$900.00	\$2,700
6. 4" Gate Valve, DI	1	EA	\$600.00	\$600
7. 2" Blow-Off, Complete	3	EA	\$2,200.00	\$6,600
8. Fittings, MJ, Misc.	1	TON	\$3,500.00	\$3,500
8. Dual Short Service, Complete	19	EA	\$1,500.00	\$28,500
9. Single Short Service, Complete	2	EA	\$1,100.00	\$2,200
10. Single Long Service, Complete	1	EA	\$1,200.00	\$1,200
Sub-Total				\$157,625
Total				\$310,525



7/14/07

Wilson Well:

Fresh Canyon Well - (From Bottom of Estimate No. 27)

Draw 1 \$ 23,225.00

Draw 2 8,353.42

Draw 3 7,834.00

39,412.42

Est 28 11,734.62

Total * 51,147.04

(See Bottom of Est. 28)

W&L Pump 4,771.17

\$ 55,918.21

(See Bottom of Est 28)

P.O. Box 1272
Leakey, TX 78873
830-232-6747
duanewilson2241@msn.com

Wilson Well Service

Fax

To: David Dalgelish

From: Duane Wilson

Fax: 512-346-8667

Pages: 4**Phone:**

Date: 04-22-2008

Re: Invoice

CC:

☐ **Urgent**☒ For Review

☐ **Please Comment**

☐ **Please Reply**

☐ **Please Recycle**

Comments:~~48~~ + 12 pump

exactly - ~~\$60K~~ \$60k

exact like existing

Thank You,

Duane Wilson

Owner

dgr 10/2018
 Well:

\$	39,412.42	Est 27	16,000	\$20 / LF	for nominal well
+	11,734.62	Est 28	500'		Drilling Core Center
		Less Pump			5" PVC Core
	<u>51,147.04</u>			+ Pump	
			21,000	800'	5/8" resin
				220'	5/8" pins

Total = \$4,771.17

Wilson Well Service

P.O. Box 1272

Leakey, TX 78873

CLASS D

opening

Estimate

Date	Estimate #
2/4/2008	27

Name / Address
Dalgleish Construction Company Frio Canon Dalgleish, David L. 4019 Spicewood Springs Road Austin, TX 78759

				Project
Item	Description	Qty	Rate	Total
Well	Drill 18" hole and set 13" Surface Casing	1	3,200.00	3,200.00
Well	Drill well to water bearing formation	800	10.00	8,000.00
Well	Open bore hole to Desired depth <i>Remaining</i>	700	10.00	7,000.00
PVC Casing	8" New steel Casing With Delivery and Installation cost	700	21.50	15,050.00
Cement	Cement For Well	1	6,500.00	6,500.00
Well	Drill out casing Plug	100	8.00	800.00
David, I adjusted the cost of the casing to reflect a 15.00 per foot cost, a 3.50 per foot cost of delivery, and a 3.00 Per foot cost of installation. The casing company will not give an exact price on casing or Shipping charge until the order is placed.				
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711			Subtotal	\$40,550.00
			Sales Tax (7.75%)	\$0.00
			Total	\$40,550.00

Draw #1 23,285.00
2-29-08

Draw #2 8353.42
4/23/08

Draw #3 7834
6/6/08

39,412.42. Draw this estimate in full

Phone #
(830) 232-6747

Wilson Well Service
P.O. Box 1272
Leakey, TX 78873
Phone # (830) 232-6747

WILSON WELL SERVICE

4/22/2008

Dalgleish Construction Company
Frio Canon
Dalgleish, David L.
4019 Spicewood Springs Road
Austin, TX 78759

Invoice # 590

			Terms	Project
			Due on receipt	
Item	Quantity	Description	Rate	Amount
Misc.	1	Charge on return checks when payment was stopped	159.42	159.42
Misc.	1	Water samples fee- For two samples	794.00	794.00
Misc.	1	Cost of fuel and time to take water samples to Seguin, TX	100.00	100.00
Misc.	1	Pump Test- Using My equipment (Pump, pipe, wire and generator), Fuel (36Gal.) and Labor	500.00	500.00
Well	680	Ream well with 12 1/4" Bit to 680'	10.00	6,800.00
		Sales Tax	7.75%	0.00
<p>pp 4.23.08</p>				
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711			Total	\$8,353.42
E-mail				
duanewilson2241@msn.com				

Cell: 830-486-6768

Wilson Well Service

P.O. Box 1272

Leakey, TX 78873

Phone # (830) 232-6747

WILSON WELL SERVICE

2/20/2008

Dalglish Construction Company
 Frio Canon
 Dalglish, David L.
 4019 Spicewood Springs Road
 Austin, TX 78759

Invoice # 555

POSTED

Item	Quantity	Description	Terms	Project
			Due on receipt	
			Rate	Amount
Well	1	Drill 18" Hole and set 13" Surface Casing	3,200.00	3,200.00
Well	760	Drill well to Water bearing formation	10.00	7,600.00
Well	700	Ream well to top of water formation	10.00	7,000.00
Casing	700	8" New Steel Casing - Casing Cost With Delivery 14.75 Instalation Cost 3.00	17.75	12,425.00
		Sales Tax	7.75%	0.00
FC Water System				
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711			Total	\$30,225.00

E-mail

duanewilson2241@msn.com

Received _____
 GL No. _____
 Payment Due _____
 Job No. 505
 Job Code No. 9008
 Approved _____

Wilson Well Service

P.O. Box 1272

Leakey, TX 78873

Estimate

Date	Estimate #
2/4/2008	27

Name / Address
Dalgleish Construction Company Dalgleish, David L. 4019 Spicewood Springs Road Austin, TX 78759

Project				
Item	Description	Qty	Rate	Total
Well	Drill 18" hole and set 13" Surface Casing	1	3,200.00	PD 3,200.00
Well	Drill well to water bearing formation	800	10.00	PD 8,000.00
Well	Open bore hole to Desired depth	700	10.00	7,000.00
PVC Casing	8" New steel Casing With Delivery and Installation cost	700	21.50	PD 15,050.00
Cement	Cement For Well	1	6,500.00	6,500.00
Well	Drill out casing Plug	100	8.00	800.00
David, I adjusted the cost of the casing to reflect a 15.00 per foot cost, a 3.50 per foot cost of delivery, and a 3.00 Per foot cost of installation. The casing company will not give an exact price on casing or Shipping charge until the order is placed.				
			PD 30,725 5,000 23,225	3200 7600 2100 (2,4)
			Balance \$14,300 plus pump 16,505 30,805	
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711			Subtotal	\$40,550.00
			Sales Tax (7.75%)	\$0.00
			Total	\$40,550.00

Phone #
(830) 232-6747

Balance
4-1-08

OK

Wilson Well Service

P.O. Box 1272

Leakey, TX 78873

Estimate

Date	Estimate #
2/6/2008	28

Name / Address
Dagleish Construction Company Dagleish, David L. 4019 Spicewood Springs Road Austin, TX 78759

				Project
Item	Description	Qty	Rate	Total
Pump	70L15 Goulds Pump 6" - 70 Gal. 15 HP 3 Phase 230 Volt Pump	1	4,428.00	4,428.00T
Controll Box	15 HP Starter With Heaters for Pump	1	765.00	765.00T
Pump Wire	2# Double Jacketed Submersible Pump Wire	720	5.95	4,284.00T
Drop Pipe	3" Galvanized Drop Pipe	700	7.09	4,963.00T
Check Valve	3" Iron Check Valve	2	198.00	396.00T
Labor	Hourly Rate	8	65.00	520.00
<p>Add 1/4" poly air line. w guard to ch water level</p>				
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711			Subtotal	\$15,356.00
			Sales Tax (7.75%)	\$1,149.79
			Total	\$16,505.79

Phone #
(830) 232-6747

DEC: \$ 10,408 + Plus Tax = \$11,214.62
+ LABOR
520.00

\$ 11,734.62
4771.17

Pump + tax

P.O. Box 1272
Leakey, TX 78873
830-232-6747
duanewilson2241@msn.com

Wilson Well Service

Fax

To: Dalgleish Construction Company

From: Duane Wilson

Dalgleish, David L.

Fax: 512-346-8667

Pages: 3

Phone: 512-743-7070

Date: 02-06-2008

Re: Proposal

CC:

☐ **Urgent**

☒ **For Review**

☐ **Please Comment**

☐ **Please Reply**

☐ **Please Recycle**

Comments:

David

Please feel free to contact us at 830-232-6747 if you have any questions or concerns in reference to this matter.

Duane Wilson

Wilson Well Service

Owner

Not
Used

WHILE YOU WERE

TO _____ DATE _____
M _____ OF _____
PHONE/ MOBILE _____ FAX _____

- ☐ CALLED TO SEE YOU
- ☐ TELEPHONED
- ☐ WILL CALL AGAIN
- ☐ PLEASE PHONE

REMARKS
be Wayne
831. 232. 6747

8603

SIGNED _____

Wilson Well Service

P.O. Box 1272

Leakey, TX 78873

Food Mors 830-816-3232
TR pump

Estimate

Date	Estimate #
2/4/2008	27

Name / Address
Dalglish Construction Company Dalglish, David L. 4019 Spicewood Springs Road Austin, TX 78759

6" L ins

T+M

25.12

pumps

Project				
Item	Description	Qty	Rate	Total
Well	Drill 18" hole and set 13" Surface Casing	1	3,200.00	3,200.00
Well	Drill well to water bearing formation	800	18.00	14,400.00
Well	Open bore hole to Desired depth	700	10.00	7,000.00
PVC Casing	8" New steel Casing With Delivery and Installation cost	700	24.50	17,150.00
Cement	Cement For Well	1	6,500.00	6,500.00
Well	Drill out casing Plug	100	8.00	800.00
Compressor	Hole Opener and compressor rental, and Down hole camera fee	1	3,500.00	3,500.00

3200
6" PVC
1/2
-0
-0

Pump + Staff

Steel Casing

\$3/CF Extra

250 bags Cement

5000 Cam
1500 Lev

Texas Department of Licensing and Regulation
P.O. Box 12157 Austin, TX 78711

Subtotal \$58,150.00

Sales Tax (7.75%) \$0.00

Total \$58,150.00

Phone #
(830) 232-6747

Cruise
830-278-8340
CIVIL

Gua Mx

P.O. Box 1272
Leakey, TX 78873
830-232-6747
duanewilson2241@msn.com

Wilson Well Service

Fax

To: Dagleish Construction Company

From: Duane Wilson

Dagleish, David L.

Fax: 512-346-8667

Pages: 2

Phone: 512-743-7070

Date: 02-04-2008

Re: Proposal

CC:

☐ **Urgent** ☒ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Comments:

David

Please feel free to contact us at 830-232-6747 if you have any questions or problems in reference to this matter.

Duane Wilson

Wilson Well Service

Owner

Wilson Well Service
P.O. Box 1272
Leakey, TX 78873

Phone # (830) 232-6747

WILSON WELL SERVICE

10/15/2007

Dagleish Construction Company
Dagleish, David L.
4019 Spicewood Springs Road
Austin, TX 78759

Invoice # 500

41060

10/25

			Terms	Project
Item	Quantity	Description	Rate	Amount
Pump	1	2 HP 10 Gal Goulds GS Series Pump (B0742462)	1,360.00	1,360.00T
Controll Box	1	2 HP Deluex Control box for Pump	250.61	250.61T
Drop Pipe	520	1 1/4" SCH 80 PVC Drop Pipe For Pump	0.89	462.80T
Couplers	25	11/4" Brass Couplers	7.50	187.50T
Check Valve	1	11/4" Brass Check Valve	28.49	28.49T
Pump Wire	530	Jacketed 10/3 W Grnd. Submersible Pump Cable	1.03	545.90T
Wire	315	6# Stranded Wire From meter to breaker panel	0.72	226.80T
Wire	165	10# Stranded Wire from breaker to tank and Control box	0.28	46.20T
Float Switch	1	Rhombus Pump Up Or Down Float Switch	47.00	47.00T
Breaker Box	1	4 Pole Cuttler Hammer Breaker Box and Two Breakers	55.60	55.60T
Pipe	120	1 1/4" SCH 40 PVC Pipe measured in feet	0.71	85.20T
Pipe	100	1" SCH 40 PVC Pipe measured in feet	0.40	40.00T
Conduit	1	35' 1/2" Flex Cinduit W/ 4 Ends	51.00	51.00T
PVC Fittings	26	Misc. PVC 90's, Tee's, Reducer's,Adapters, etc.	1.00	26.00T
Brass Tee	1	1-11/4" Brass Tee and 1-11/4' X 6" Nipple	23.07	23.07T
Misc.	1	4X4 Post	4.38	4.38T

Texas Department of Licensing and Regulation
P.O. Box 12157 Austin, TX 78711

Total

E-mail

duanewilson2241@msn.com

Wilson Well Service
P.O. Box 1272
Leakey, TX 78873
Phone # (830) 232-6747

WILSON WELL SERVICE

10/15/2007

Dagleish Construction Company
Dagleish, David L.
4019 Spicewood Springs Road
Austin, TX 78759

Invoice # 500

			Terms	Project
Item	Quantity	Description	Rate	Amount
Labor	6	Hourly Rate- Set Pump And Move Tank System	65.00	390.00
		Sales Tax	7.75%	266.64
			Received _____	10/17
			GL No. _____	
			Payment Due _____	10/10
			Job No. _____	
			Job Code No. _____	
			Approved _____	
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711			Total	\$4,097.19

E-mail

duanewilson2241@msn.com

Wilson Well Service
P.O. Box 1272
Leakey, TX 78873
Phone #(830) 232-6747

WILSON WELL SERVICE

10/15/2007

Dalglish Construction Company
Dalglish, David L.
4019 Spicewood Springs Road
Austin, TX 78759

Invoice # 500

1060

10/25

			Terms	Project
Item	Quantity	Description	Rate	Amount
Pump	1	2 HP 10 Gal Goulds GS Series Pump (B0742462)	1,360.00	1,360.00T
Controll Box	1	2 HP Deluex Control box for Pump	250.61	250.61T
Drop Pipe	520	1 1/4" SCH 80 PVC Drop Pipe For Pump	0.89	462.80T
Couplers	25	1 1/4" Brass Couplers	7.50	187.50T
Check Valve	1	1 1/4" Brass Check Valve	28.49	28.49T
Pump Wire	530	Jacketed 10/3 W Grnd. Submersible Pump Cable	1.03	545.90T
Wire	315	6# Stranded Wire From meter to breaker panel	0.72	226.80T
Wire	165	10# Stranded Wire from breaker to tank and Control box	0.28	46.20T
Float Switch	1	Rhombus Pump Up Or Down Float Switch	47.00	47.00T
Breaker Box	1	4 Pole Cuttler Hammer Breaker Box and Two Breakers	55.60	55.60T
Pipe	120	1 1/4" SCH 40 PVC Pipe measured in feet	0.71	85.20T
Pipe	100	1" SCH 40 PVC Pipe measured in feet	0.40	40.00T
Conduit	1	35' 1/2" Flex Cinduit W/ 4 Ends	51.00	51.00T
PVC Fittings	26	Misc. PVC 90's, Tee's, Reducer's,Adapters, etc.	1.00	26.00T
Brass Tee	1	1-1 1/4" Brass Tee and 1-1 1/4" X 6" Nipple	23.07	23.07T
Misc.	1	4X4 Post	4.38	4.38T

Texas Department of Licensing and Regulation
P.O. Box 12157 Austin, TX 78711

Total

E-mail

duanewilson2241@msn.com


Wilson Well Service
P.O. Box 1272
Leakey, TX 78873
Phone # (830) 232-6747

WILSON WELL SERVICE

10/15/2007

Dagleish Construction Company
Dagleish, David L.
4019 Spicewood Springs Road
Austin, TX 78759

Invoice # 500

			Terms	Project
Item	Quantity	Description	Rate	Amount
Labor	6	Hourly Rate- Set Pump And Move Tank System	65.00	390.00
		Sales Tax	7.75%	266.64
<div>TX 10</div>			Received	10/17
			GL No.	
			Payment Due	10/10
			Job No.	
			Job Code No.	
			Approved	
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711			Total	\$4,097.19

E-mail

duanewilson2241@msn.com

Wilson Well Service
P.O. Box 1272
Leakey, TX 78873
Phone # (830) 232-6747

WILSON WELL SERVICE

9/20/2007

Dagleish Construction Company
Dagleish, David L.
4019 Spicewood Springs Road
Austin, TX 78759

Invoice # 492

			Terms	Project
Item	Quantity	Description	Rate	Amount
Well	760	Water Well - Contract By Foot- Drill and case well to bottom using 5" PVC SDR 17 and 100' of .020 Screen. Grouted well with bentonite from 400' to surface Sales Tax	19.00	14,440.00
			7.75%	0.00
<div>Frnd D Wen</div>			Received	9/26
			GL No.	
			Payment Due	10/10
			Job No.	500
			Job Code No.	
			Approval	
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711			Total	\$14,440.00

E-mail

duanewilson2241@msn.com

#1051
9/28

Wilson Well Service
P.O. Box 1272
Leakey, TX 78873
Phone #(830) 232-6747

WILSON WELL SERVICE

9/20/2007

Dalgleish Construction Company
Dalgleish, David L.
4019 Spicewood Springs Road
Austin, TX 78759

Invoice # 492

			Terms	Project
Item	Quantity	Description	Rate	Amount
Well	760	Water Well - Contract By Foot- Drill and case well to bottom using 5" PVC SDR 17 and 100' of .020 Screen. Grouted well with bentonite from 400' to surface	19.00	14,440.00
		Sales Tax	7.75%	0.00
<div>FRD D WEM</div>			received	9/20
			GL No.	
			Payment Due	10/10
			Job No.	500
			Job Code No.	
			Approved	
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711			Total	\$14,440.00

E-mail

duanewilson2241@msn.com

#1051
9/28

M. Colson Pump Services

Pump House
Pressure Tank
GST
E.H.A.
Electrical

Booster Pump
12,000 Gals GST
1,000 Gals PT
Masonry type
P.P. & C.P.

4,865.62
18,381.25
6,433.75
8,800.00
33,641.85

\$74,122.47

DRAW 1 15,000.00
DRAW 2 30,642.63
DRAW 3 13,775.13
DRAW 4 12,000.00
71,417.76

\$30,642.63
13,775.13
18,532.63
11,172.08
\$74,122.47

Invoice 254 2/14/2008
Invoice 257 4/18/2008
Invoice 278 6/19/2008
Invoice 294 8/12/2008

Draw #1 115.00 Tank Pump

 **POSTED**

NICHOLSON PUMP SERVICE
PO BOX 1287
HELOTES, TX 78023

Draw #2

Invoice

Invoice Number:
 254

Invoice Date:
 Feb 14, 2008

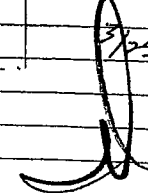
Page:
 1

(210) 744-4482 MOBILE
 (210) 561-9216 FAX

DALGLEISH CONSTRUCTION CO
4019 SPICEWOOD SPRINGS RD.
AUSTIN TEXAS 78759

Customer		Customer PO		
DALGLEISH CONST		WATER PLANT		
Quantity	Item	Description	Unit Price	Extension
1.00		SLABS & STORAGE TANK PAD	5,000.00	5,000.00
1.00		PRESSURE SIDE FITTINGS & PIPING	1,200.00	1,200.00
		INSTALLED FROM ROAD TO PUMP HOUSE.		
1.00		PUMP HOUSE BUILDING WALLS FRAMED	1,000.00	1,000.00
1.00		10000 GALLON FIBERGLASS STORAGE TANK	17,000.00	17,000.00
1.00		LABOR ON 20% OF JOB	4,140.00	4,140.00

F.C. - Water System

Received 3/13
 GL No. _____
 Payment Due 3/25
 Job No. 505
 Job Code No. 9008
 Approved 

Regulated by: The Texas Dept. of Licensing & Regulation
 P.O. Box 12157
 Austin, Texas 78711
 1-800-803-9202 or 1-512-463-7880

Thank you for your business.

Check No:

Subtotal 28,340.00
 Sales Tax 2,302.63
 Total Invoice Amount 30,642.63
 Payment Received
TOTAL 30,642.63

NICHOLSON PUMP SERVICE
PO BOX 1287
HELOTES, TX 78023

Draw #3

Invoice

Invoice Number:

257

Invoice Date:

Apr 18, 2008

Page:

1

(210) 744-4482 MOBILE
 (210) 561-9216 FAX

DALGLEISH CONSTRUCTION CO
 4019 SPICEWOOD SPRINGS RD.
 AUSTIN TEXAS 78759

Customer		Customer PO		
DALGLEISH CONST		FRIO CANON WTR PLNT		
Quantity	Item	Description	Unit Price	Extension
1.00		BALANCE OF PUMP HOUSE - ROOF FRAMED & DECKED, WALLS ENCLOSED & DOORS INSTALLED.	1,600.00	1,600.00
1.00		FITTINGS & MATERIALS TO TIE IN STORAGE TANK, PUMPS & MANIFOLD. (USED DUCTILE INSTEAD OF GALVNISED.)	7,000.00	7,000.00
1.00		20% LABOR TO INSTALL	4,140.00	4,140.00

Received 4/18
 GL No. _____
 Payment Due 5/10
 Job No. _____
 Job Code No. _____
 Approved _____

Regulated by: The Texas Dept. of Licensing & Regulation
 P.O. Box 12157
 Austin, Texas 78711
 1-800-803-6202 or 1-512-463-7880

Thank you for your business.

Check No:

Subtotal	12,740.00
Sales Tax	1,035.13
Total Invoice Amount	13,775.13
Payment Received	
TOTAL	13,775.13

NICHOLSON PUMP SERVICE
PO BOX 1287
HELOTES, TX 78023

Invoice

Invoice Number:

278

Invoice Date:

Jun 19, 2008

Page:

1

(210) 744-4482 MOBILE
 (210) 561-9216 FAX

DALGLEISH CONSTRUCTION CO
 4019 SPICEWOOD SPRINGS RD.
 AUSTIN TEXAS 78759

Customer		Customer PO		
DALGLEISH CONST		FRIO CANON-4TH DRAW		
Quantity	Item	Description	Unit Price	Extension
1.00		ELECTRICAL & CONTROLS	10,000.00	10,000.00
1.00		FITTINGS TO INSTALL	3,000.00	3,000.00
1.00		20% LABOR TO INSTALL	4,140.00	4,140.00
		BREAKDOWN ON PAYMENTS & WHATS LEFT.		
		ORIGINAL QUOTE-- 85743.13 ADDITIONAL		
		FOR USINGDUCTILE ON MANIFOLD		
		&DIFFERENT BRAND PRESSURE TANK		
		-4300.00 MINUS ROOF,SIDING		
		&INSULATION OF BUILDING-1200.00		
		TOTAL QUOTE--88843.13		
		1ST.DRAW- CK# 24291-- \$15000.00		
		2ND. DRAW-CK#25723--\$30642.63		
		3RD DRAW-CK#26331--\$13775.13		
		BALANCE LEFT INCLUDING THIS		
		INVOICE--\$29425.37		

Regulated by: The Texas Dept. of Licensing & Regulation
 P.O. Box 12157
 Austin, Texas 78711
 1-800-803-9202 or 1-512-463-7880

Thank you for your business.

Check No:

Subtotal 17,140.00
 Sales Tax 1,392.63
 Total Invoice Amount 18,532.63
 Payment Received
TOTAL 18,532.63

Received 6/18
 GL No. _____
 Payment Due _____
 Job No. 595
 Job Code No. 9008

12,000

NICHOLSON PUMP SERVICE
PO BOX 1287
HELOTES, TX 78023

Invoice

Invoice Number:

294

Invoice Date:

Aug 12, 2008

Page:

1

(210) 744-4482 MOBILE
 (210) 877-0046 FAX

DALGLEISH CONSTRUCTION CO
 4019 SPICEWOOD SPRINGS RD.
 AUSTIN TEXAS 78759

Customer		Customer PO		
DALGLEISH CONST		FRIO CANON-LAST DRAW		
Quantity	Item	Description	Unit Price	Extension
1.00		BALANCE FROM LAST DRAW	6,523.63	6,523.63
1.00		1000 GALLON PRESSURE TANK	7,800.00	7,800.00
1.00		BALANCE OF LABOR	2,000.00	2,000.00
1.00		ADD 2- 2" BALL VALVES TO FLUSH LINE TO TIE IN FILL LINE TO CREEK.	250.00	250.00
<p><i>Final</i> <i>Under System</i> <i>Send</i> <i>Payable</i> <i>Can Unpaid</i></p>				
Received			8/13	
GL No.				
Payment Due			8/25	
Job No.				
Job Code No.				
Approved				

Regulated by: The Texas Dept. of Licensing & Regulation
 P.O. Box 12167
 Austin, Texas 78711
 1-800-803-9202 or 1-512-463-7880

Thank you for your business.

Check No:

Subtotal 16,573.63
 Sales Tax 1,122.08
 Total Invoice Amount 17,695.71
 Payment Received

TOTAL 17,695.71

<6523.63

\$11,172.08

The UPS Store #4200
301 Main Plaza
New Braunfels, Texas 78130
830.626.0788 Tel
830.627.8504 Fax
Hours of Operation
8:00am-6:00pm (M-F)
9:00am-5:00pm (Sat)



Fax Cover

The UPS Store™

To: David Dalglish

Fax #: 512-346-8667

Date: 11-20-2007

of Pages (including cover sheet):

From: David Walker

Phone #: 830-660-4765

Subject: Water System

Here is the Bid for the Water Plant.
The Bid for the Water System & Electrical
will be today

Thank You

New Name.

New Low UPS® Rates.

Same Helpful Services.

If you are not the intended recipient, do not disclose, copy, distribute or use this information. If you received this transmission in error, please call immediately to arrange return of the documents at no cost to you.

NICHOLSON PUMP SERVICE
PO BOX 1287
HELOTES, TX. 78023
(210) 561-9216 OFFICE/FAX
(210) 744-4482 MOBILE

FACSIMILE TRANSMITTAL SHEET

TO:	David Dalglish	FROM:	Ralph Nicholson
COMPANY:		DATE:	7-10-08
FAX	512.346-8667	TOTAL NO. OF PAGES INCLUDING COVER:	
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:		YOUR REFERENCE NUMBER:	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS

David,

Here is a bid for
the well pump.

I Bid $2\frac{1}{2}$ " Pipe instead of 3" it saves almost
\$2.00 per ft. a $2\frac{1}{2}$ " will more than handle 75 G.P.M.

David I thought you mentioned wisdom
was using #2 wire. At that Depth With 480 Voltage
#8 wire is called for. (much cheaper)

I think he is figuring for 230 Voltage.
Do not Run a 230 Volt motor in well. we have
480 Volts at Water Plant.

Thanks
Ralph

Quotation

NICHOLSON PUMP SERVICE
PO BOX 1287
HELOTES, TX 78023

Quote Number:
 151

Quote Date:
 Jul 10, 2008

(210) 744-4482 MOBILE
 (210) 561-9216 OFFICE/FAX

Page:
 1

DALGLEISH CONSTRUCTION CO
4019 SPICEWOOD SPRINGS RD.
AUSTIN TEXAS 78759

Customer ID		Good Thru		
DALGLEISH CONST		8/9/08		

Quantity	Item	Description	Unit Price	Extension
1.00		15 HP 480 VOLT 75 GPM FRANKLIN	4,500.00	4,500.00
		LEGEND PUMP & MOTOR		
693.00		FT OF 2 1/2" GALV PIPE	7.96	5,516.28
700.00		FT OF #8 SUB DOUBLE JACKETED WIRE	3.00	2,100.00
1.00		2 1/2" DUCTILE IRON CHECK VALVE	165.00	165.00
1.00		2 1/2" STEEL WELL SEAL	120.30	120.30
705.00		FT OF 1/4" POLY AIR LINE	0.15	105.75
1.00		WELL HEAD TEE & LIFT NIPPLES	160.00	160.00
8.00		HRS RIG TIME LABOR TO INSTALL	130.00	1,040.00

Subtotal	13,707.33
Sales Tax	1,113.72
Total	14,821.05

PH
 MCHOLSON PUMP SERVICE
 BOX 1287
 ELOTES, TX 78023

Quotation

Quote Number:
133

Quote Date:
Nov 9, 2007

Page:
1

FRIO-CANON SUBDIVISION
 4019 SPICEWOOD SPRINGS RD
 AUSTIN TEXAS 78759

(210) 744-4482 MOBILE
 (210) 561-9216 OFFICE/FAX

POSTED

85,743
 Repm 15,000

70,743
30,642.63 2-14-08
 40,101 Balance as of 4-1-08

Customer ID		Good Thru		
FRIO CANON		12/9/07		
Quantity	Item	Description	Unit Price	Extension
1.00		FITTINGS & MATERIALS TO INSTALL-INCLUDES PUMPS, PIPING, FITTINGS, CHLORATION & FILL FOR DITCHES	15,000.00	15,000.00
1.00	30415	10000 GALLON FIBERGLASS STORAGE TANK FOR PUBLIC SUPPLY WATER SYSTEM	17,000.00	17,000.00
1.00		1000 GALLON EPOXY COATED PRESSURE TANK	7,800.00	7,800.00
1.00		ELECTRICAL-460 VOLT 3 PHASE-INCLUDES METER LOOP, WIRING & CONTROLS	10,000.00	10,000.00
1.00		SLABS & STORAGE PAD	3,800.00	3,800.00
1.00		PUMP STATION BUILDING	5,000.00	5,000.00
1.00		LABOR TO BUILD SYSTEM	20,700.00	20,700.00
<div>\$ 204,150</div>			Received	
			GL No.	
			Payment Due	
			Job No.	505
			Job Code No.	900%
			Approved	

Received

GL No.

Payment Due

Job No.

Job Code No.

Approved

505

900X

Subtotal

79,300.00

Sales Tax

6,443.13

Total

85,743.13

RALPH

NICHOLSON PUMP SERVICE
PO BOX 1287
HELOTES, TX 78023

- No Road to Plant
- No Fence

Quotation

Quote Number:
133

Quote Date:
Nov 9, 2007

(210) 744-4482 MOBILE
(210) 561-9216 OFFICE/FAX

Page:
1

FRIO-CANON SUBDIVISION
4019 SPICEWOOD SPRINGS RD.
AUSTIN TEXAS 78759

Customer ID	Good Thru		
FRIO CANON	12/9/07		

Quantity	Item	Description	Unit Price	Extension
1.00		FITTINGS & MATERIALS TO INSTALL-INCLUDES PUMPS, PIPING, FITTINGS, CHLORINATION & FILL FOR DITCHES	15,000.00	15,000.00
1.00	30415	10000 GALLON FIBERGLASS STORAGE TANK FOR PUBLIC SUPPLY WATER SYSTEM	17,000.00	17,000.00
1.00		1000 GALLON EPOXY COATED PRESSURE TANK	7,800.00	7,800.00
1.00		ELECTRICAL-460 VOLT 3 PHASE-INCLUDES METER LOOP, WIRING & CONTROLS	10,000.00	10,000.00
1.00		SLABS & STORAGE PAD	3,800.00	3,800.00
1.00		PUMP STATION BUILDING	5,000.00	5,000.00
1.00		LABOR TO BUILD SYSTEM	20,700.00	20,700.00

PD 207

PD

PD 15,000 Draw #1 ✓

30,642.63 Draw #2 ✓

13,775.13 Draw #3 ✓ 4-23-08

59,417.76

12,000

Draw #4 ✓

71,417.76

6532.63 Draw #5

77,950.39

Subtotal	79,300.00
Sales Tax	6,443.13
Total	85,743.13

4 for Draw #1 & 2

85,743.13



NICHOLSON PUMP SERVICE
PO BOX 1287
HELOTES, TX 78023

Invoice

Invoice Number:

254

Invoice Date:

Feb 14, 2008

Page:

1

(210) 744-4482 MOBILE
 (210) 561-9216 FAX

DALGLEISH CONSTRUCTION CO
 4019 SPICEWOOD SPRINGS RD.
 AUSTIN TEXAS 78759

Customer		Customer PO		
DALGLEISH CONST		WATER PLANT		
Quantity	Item	Description	Unit Price	Extension
1.00		SLABS & STORAGE TANK PAD	5,000.00	5,000.00
1.00		PRESSURE SIDE FITTINGS & PIPING INSTALLED FROM ROAD TO PUMP HOUSE.	1,200.00	1,200.00
1.00		PUMP HOUSE BUILDING WALLS FRAMED	1,000.00	1,000.00
1.00		10000 GALLON FIBERGLASS STORAGE TANK	17,000.00	17,000.00
1.00		LABOR ON 20% OF JOB	4,140.00	4,140.00

F.C. - Water System

Received 3/13
 GL No. 3/25
 Payment Due 505
 Job No. 9008
 Job Code No. 9008
 Approved [Signature]

Regulated by: The Texas Dept. of Licensing & Regulation
 P.O. Box 12157
 Austin, Texas 78711
 1-800-803-9202 or 1-512-463-7680

Thank you for your business.

Check No:

Subtotal 28,340.00
 Sales Tax 2,302.63
 Total Invoice Amount 30,642.63
 Payment Received
TOTAL 30,642.63



DALGLEISH
Construction Company



We're up to our ears...

Transmittal

To: RALPH NIKIFORSON

From: DAVID P.

Fax #: 210-561-9216

of Pages including Cover: 8

Date: 12/7/07

Re: FNUO CMON PUBLIC
UNDER SYSTEM

Comments:

Copy of Contract

Re-post check is in the mail

Thank you

RALPH

NICHOLSON PUMP SERVICE
PO BOX 1287
HELOTES, TX 78023

- no need to plan
- no fence

Quotation

Quote Number:
133

Quote Date:
Nov 9, 2007

(210) 744-4482 MOBILE
(210) 561-9216 OFFICE/FAX

Page:
1

FRIO-CANON SUBDIVISION
4019 SPICEWOOD SPRINGS RD.
AUSTIN TEXAS 78759

Customer ID	Good Thru			
FRIO CANON	12/9/07			
Quantity	Item	Description	Unit Price	Extension
1.00		FITTINGS & MATERIALS TO INSTALL-INCLUDES PUMPS, PIPING, FITTINGS, CHLORINATION & FILL FOR DITCHES	15,000.00	15,000.00
1.00	30415	10000 GALLON FIBERGLASS STORAGE TANK FOR PUBLIC SUPPLY WATER SYSTEM	17,000.00	17,000.00
1.00		1000 GALLON EPOXY COATED PRESSURE TANK	7,800.00	7,800.00
1.00		ELECTRICAL-460 VOLT 3 PHASE-INCLUDES METER LOOP, WIRING & CONTROLS	10,000.00	10,000.00
1.00		SLABS & STORAGE PAD	3,800.00	3,800.00
1.00		PUMP STATION BUILDING	5,000.00	5,000.00
1.00		LABOR TO BUILD SYSTEM	20,700.00	20,700.00

Subtotal	79,300.00
Sales Tax	6,443.13
Total	85,743.13

SUBCONTRACT

Date: December 7, 2007

Between: Dalglish Construction Company
4019 Spicewood Springs Road
Austin, Texas 78759
(512) 346-8554, Office
(512) 346-8667, Fax

And the Subcontractor: Nicholson Pump Service
PO Box 1287
Helotes, Texas 78023

Project: Frio Canon Water

Owner: Frio Canon Land, LLC

Engineer: Mike Lucci, Hill Country Engineering, San Antonio, Texas

We agree as follows:

1. The Contract Documents:

Shall consist of this Agreement and the plans and specs dated 07-11-07. The Subcontractor is responsible for work common to his trade on all portions of these Contract Documents unless specified otherwise under Exclusions.

2. The Work

The Subcontractor shall furnish: Construction of water plant as shown on the plans and limited to that portion of the work located within the water plant site plan.

ALL WORK NOT INCLUDED ON PLANS, SPECIFICATIONS AND THE ATTACHED PROPOSAL MUST BE APPROVED PRIOR TO INSTALLATION BY DALGLEISH CONSTRUCTION COMPANY.

ALL CONSTRUCTION DEBRIS WILL BE DEPOSITED AT SPECIFIED LOCATION. CLEANUP OF SUBCONTRACTOR'S PORTION OF JOB SITE WILL BE BY SUBCONTRACTOR. TAKE ALL NECESSARY PRECAUTIONS TO PROTECT OTHER SUBCONTRACTOR'S FINISHES. PROTECTION SUPPLIES TO BE PROVIDED BY SUBCONTRACTOR. MONETARY PENALTIES FOR FAILURE TO ADHERE TO THIS POLICY WILL BE STRICTLY ENFORCED.

Exclusions:

Water distribution pipeline system as shown on the plans, the water well, and the water pump will be completed by another subcontractor.

3. Time is of the Essence.

4. The Subcontract Sum is \$85,743.13
(includes all applicable taxes, including sales tax)

5. Progress Payments: \$15,000.00 deposit

Draws are to be based on percentage completion. The Subcontractor is to turn in a draw request on the 1st and or 15th following completion for all work that has been completed and or materials that are stored on-site as of that date. Advance draws will be rejected. Payment will be available for pickup or mailing after 2:00 p.m. on the following 10th and/or 25th. **A CURRENT GENERAL LIABILITY CERTIFICATE AND WORKER'S COMPENSATION CERTIFICATE OR WAIVER MUST BE ON FILE PRIOR TO PAYMENT OF DRAW #1.**

6. Final Payment:

- a. An invoice for final payment shall be delivered to Dalglish Construction Company's office by the 1st and 15th following completion of all work required by this Agreement. Payment will be made available for pickup and mailing after 2:00 p.m. on the 10th or 25th of the month, conditioned upon the following:
- b. Subcontractor has paid all bills related to the operation of this Subcontract and signed a Waiver of Lien Rights.
- c. Subcontract has on file a current Certificate for General Liability Insurance and Workers Compensation Insurance.
- d. Subcontractor has completed all aspects of work, including details, final clean up, and attained any inspections required.

7. Temporary Facilities:

Contractor will provide water, electricity, port-a-toilet, dumpster and/or designated area for trash.

8. Insurance:

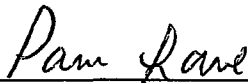
The Contractor and Subcontractor hereby waive all rights against each other and against the Owner and all other subcontractors for damages caused by fire or other perils to the extent covered by property insurance provided except such rights as they may have to the proceeds of such insurance.

9. **Subcontractor's Responsibilities:**

- a. Work to applicable codes, with appropriate permits and inspections.
- b. Costs and this subcontract amount includes all taxes. Taxes are required by law and are the responsibility of the subcontractor to pay.
- c. **Clean up shall be done daily.** Lunch trash is to be deposited in dumpster or designated area. Clean up of all debris produced by the execution of the work under this Subcontract thoroughly after completion of each phase of the work is required. **If debris is not properly cleaned up you will be back-charged accordingly (up to \$50.00/day) for Dalglish Construction Company to clean up the job site.**
- d. Take precautions to protect work of other trades and existing property on-site.
- e. Have **written authorization** from Contractor before proceeding with any extra work. (Superintendent will have Construction Change Authorization Forms. When situations arise inform the Superintendent, agree on an amount and have him fill out Authorization Form. You will be mailed a copy for your records.) **Any work done without authorization will not be paid for.**
- f. Promptly correct any defective work, replace any defective materials or replace any material that does not fulfill the purpose it was designed for, for a period of one year after the project's date of substantial completion.
- g. Be responsible by leaving on-going work in a safe state overnight so as to avoid unnecessary accidents. Be responsible in executing work with special attention to safety rules and regulations and common sense. Your cooperation in making jobsite safe is appreciated.
- h. Work in accordance with Dalglish Construction Company's Subcontractor Policies (copy attached). Subcontractor shall inform all his employees, agents and/or sub-subcontractors of said Policies.
- i. Subcontractor is responsible for the safety of his employees and is not to direct his employees to perform work which would place them at risk of injury or death.
- j. Subcontractor is responsible for following all applicable OSHA rules and regulations as they apply to subcontractor's scope of the contracted work.

10. **Contractor's Responsibilities:**

- a. Notify Subcontractor of any changes promptly.
- b. Make payments to Subcontractor according to Sections #5 and #6 above.
- c. Give instructions to only authorized representatives of Subcontractor.
- d. Provide designated area for clean up debris.



Dalglish Construction Company
Phone # (512) 346-8554
Fax # (512) 346-8667

Nicholson Pump Service

Fed ID # _____

Phone # (____) ____-____

Fax # (____) ____-____

NOTICE TO SUBCONTRACTORS

ALCOHOLIC BEVERAGES ARE NOT PERMITTED ON-SITE.

USE OF ILLEGAL DRUGS WILL RESULT IN IMMEDIATE TERMINATION.

EXCESSIVE FOUL LANGUAGE WILL NOT BE TOLERATED ON-SITE.

RADIOS ARE PERMITTED ON-SITE WITH CONTRACTOR'S APPROVAL. THIS PRIVILEGE WILL BE REVOKED IF ABUSED.

NO SMOKING ON PREMISES. SMOKING IS PERMITTED IN DESIGNATED AREAS ONLY. SUBCONTRACTOR IS RESPONSIBLE FOR CLEANING SITE OF ALL SMOKING DEBRIS.

EACH SUBCONTRACTOR IS RESPONSIBLE FOR CLEAN UP OF HIS/HER OWN DEBRIS. CLEAN UP DAILY, BROOM SWEEP LAST DAY.

NON-COMPLIANCE WITH THESE RULES WILL RESULT IN A BACKCHARGE OF UP TO \$50.00/DAY AGAINST YOUR DRAW AND/OR TERMINATION OF THIS SUBCONTRACT.

SAWING, SANDING OR MACHINING WOOD PRODUCTS CAN PRODUCE WOOD DUST WHICH CAN CAUSE A FLAMMABLE OR EXPLOSIVE HAZARD. WOOD DUST MAY CAUSE LUNG, UPPER RESPIRATORY TRACT, EYE AND SKIN IRRITATION. SOME WOOD SPECIES MAY CAUSE DERMATITIS AND/OR RESPIRATORY ALLERGIC EFFECTS. AVOID DUST CONTACT WITH IGNITION SOURCE. SWEEP OR VACUUM DUST FOR RECOVERY OR DISPOSAL. AVOID PROLONGED OR REPEATED BREATHING OF WOOD DUST IN AIR. AVOID DUST CONTACT WITH EYES AND SKIN. IF WOOD DUST IS INHALED, REMOVE TO FRESH AIR. IN CASE OF CONTACT, FLUSH EYES WITH WATER. IF IRRITATION PERSISTS, CALL A PHYSICIAN. FOR ADDITIONAL INFORMATION, CONTACT DALGLEISH CONSTRUCTION COMPANY'S OFFICE FOR A MATERIAL DATA SHEET (MSDS) ON WOOD DUST.

YOUR COOPERATION IN MAKING THIS A SAFE AND CLEAN JOB SITE IS APPRECIATED.

**DALGLEISH CONSTRUCTION COMPANY
4019 SPICEWOOD SPRING ROAD
AUSTIN, TEXAS 78759
(512) 346-8554**

Date December 7, 2007

Address Nicholson Pump Service
PO Box 1287
Helotes, Texas 78023

Dear Sirs:

Dalgleish Construction Company is required to deduct insurance from uninsured Subcontractors who do not have current General Liability Insurance Certificates on file showing coverage of at least \$300,000.00. Your rates are as follows:

A. General Liability: The rate is 5.0% of the total job. For General Liability, this amount reimburses Dalgleish Construction Company for the cost it is required to pay when hiring uninsured subcontractors. The deduction of this amount does not allow an uninsured subcontractor to make claims on Dalgleish Construction Company's policy.

B. Worker's Compensation: The rate is 29.46% on the total job. If you prefer you may sign a waiver, however, it must be on file prior to any work being done. **Please note, if you sign a Worker's Compensation Waiver you must notify your employees and subcontractors that you are not carrying worker's compensation.** The waivers must be renewed annually. If you do not have coverage and would like to sign a waiver please sign the enclosed form and return the original copy to our office.

If you are currently covered by General Liability Insurance and/or Worker's Compensation, please have your Insurance Agent issue a certificate to:

Dalgleish Construction Company
4019 Spicewood Springs Rd.
Austin TX 78759
346-8554 or Fax 346-8667

Any monies withheld will be refunded upon receipt of an acceptable certificate, provided such certificate demonstrates coverage was in force at the time the work was performed.

Our draw policy is as follows:

Draws are to be based on percentage completion. The Subcontractor is to turn in a draw request on the 1st and 15th of the month for all work that has been completed and/or materials that are stored on-site as of that date. **Advance draws will be rejected.** Payment will be available for pickup or mailing after 2:00 p.m. on the following 10th and 25th of each month.

An invoice for final payment shall be delivered to Dalgleish Construction Company's office by the 1st and 15th following completion of all work required. Payment will be made available for pickup and mailing after 2:00 p.m. on the following 10th and/or 25th of the month, conditioned upon the following:

1. Subcontractor has paid all bills related to the operation of this Subcontract and signed a Waiver of Lien Rights.

2. Subcontract has on file a current Certificate for General Liability Insurance and Workers Compensation Insurance or has made other arrangements to have monies deducted so as to reimburse Dalgleish Construction Company for its expense in hiring an uninsured subcontractor.

3. Subcontractor has completed all aspects of work, including details, final clean up and attained any inspections required.

4. Subcontractor has provided warranty information and product literature and instructions to the homeowner for all equipment installed.

If requirements listed above have not been met or completed, final payment will be withheld or the appropriate sum to satisfy such will be deducted from payment, at the sole discretion of the Contractor.

If you have any questions or need additional information, feel free to contact our office at 346-8554. Thank you for your help and attention to these matters.

Sincerely,



Pam Lowe, Subcontract Coordinator
Dalgleish Construction Company

enclosures

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK ☐ BOX OF STATEMENT THAT APPLIES

☒ JOINT AGREEMENT TO AFFIRM INDEPENDENT
RELATIONSHIP FOR CERTAIN BUILDING
AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

☐ AGREEMENT TO ESTABLISH EMPLOYER-
EMPLOYEE RELATIONSHIP FOR CERTAIN
BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor ☐ will withhold ☐ will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: _____

TO: _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

Pam Raw
Signature of Hiring Contractor

12/7/07
Date

Dalgleish Construction Company, L.P.

Printed Name of the Hiring Contractor

20-1123291

Federal Tax I.D. Number

4019 Spicewood Springs Road

Address (Street)

Austin, Texas 78759

Address (City, State, Zip)

Independent Contractor's Affirmation

Federal Tax I.D. Number

Signature of Independent Contractor

Date

Nicholson Pump Service

Printed Name of the Independent Contractor

Address (Street) no po boxes

Address (City, State, Zip)

The Hiring Contractor should retain the original. Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

Division Date Stamp Here



DLR WATER

WATER Distribut.-s. System
+
water Meters + Services

SUBCONTRACT

Date: 11/30/2007

Between: Dagleish Construction Company
4019 Spicewood Springs Road
Austin, Texas 78759
(512) 346-8554, Office
(512) 346-8667, Fax

And the Subcontractor: DLR Water Company, L.L.C.
1551 N Walnut, STE 13-159
New Braunfels, TX 78130

Project: Frio Cañon Underground Utilities and Water Plant

Owner: Frio Cañon Land, L.L.C.

Engineers: Mike Lucci, Hill Country Engineering, San Antonio, TX (Water + Water Plant); Schneider (electric)

We agree as follows:

1. The Contract Documents:

Shall consist of this Agreement and any attached documents. The Subcontractor is responsible for work common to his trade on all portions of these Contract Documents unless specified otherwise under Exclusions.

- Frio Cañon Public Water System Plant and Specifications prepared by Hill Country Engineering dated 11-July-2007
- Underground Utility Electric Utility Plans and Specifications prepared by Schneider Engineering dated 17-October-2007
- Bid Outline Sheet dated 15-November-2007

2. The Work

The Subcontractor shall furnish:

Underground water, electric, and telephone fiber installation per contract documents listed above.

Exclusions:

3. Time is of the Essence.

- 4. The Subcontract Sum: Water System not including Water Plant = \$88,350 and Electric System = \$87,750; Total = \$176,100 (includes all applicable taxes, including sales tax)**

5. Progress Payments:

Draws are to be based on percentage completion. The Subcontractor is to turn in a draw request on the 1st and or 15th following completion for all work that has been completed and or materials that are stored on-site as of that date.

Advance draws will be rejected. Payment will be available for pickup or mailing after 2:00 p.m. on the following 10th and/or 25th. **A CURRENT GENERAL LIABILITY CERTIFICATE MUST BE ON FILE PRIOR TO PAYMENT OF DRAW #1.**

6. Final Payment:

- a. An invoice for final payment shall be delivered to Dagleish Construction Company's office by the 1st and 15th following completion of all work required by this Agreement. Payment will be made available for pickup and mailing after 2:00 p.m. on the 10th or 25th of the month, conditioned upon the following:
- b. Subcontractor has paid all bills related to the operation of this Subcontract and signed a Waiver of Lien Rights.
- c. Subcontract has on file a current Certificate for General Liability Insurance and Workers Compensation Waiver.

If Subcontractor does not carry Workers Compensation Insurance he has on file a Waiver of Workers Compensation Insurance.
- d. Subcontractor has completed all aspects of work, including details, final clean up, and attained any inspections required.
- e. Subcontractor has provided warranty information and product literature for all equipment installed.
- f. If requirements listed above have not been met or completed, final payment will be withheld or the appropriate sum to satisfy such will be deducted from payment, at the sole discretion of the Contractor.

7. Insurance:

- a. The Contractor and Subcontractor hereby waive all rights against each other and against the Owner and all other subcontractors for damages caused by fire or other perils to the extent covered by property insurance provided except such rights as they may have to the proceeds of such insurance.

Subcontractor's Requirements:
General Liability - \$1,000,000
Workers Compensation - Statutory

- b. If Subcontractor executes a Waiver of Workers Compensation Insurance he hereby waives all rights against Contractor for damages caused by any injury or peril to Subcontractor and his employees and/or sub-subcontractors, if any, and certifies he has informed his employees and/or sub-subcontractors, if any, such coverage is not provided.

8. Subcontractor's Responsibilities:

- a. Work to applicable codes, with appropriate permits and inspections.
- b. **Clean up shall be done daily.** Lunch trash is to be deposited in dumpster or designated area. Clean up of all debris produced by the execution of the work under this Subcontract thoroughly after completion of each phase of the work is required. **If debris is not properly cleaned up you will be back-charged accordingly (up to \$50.00/day) for Dalgleish Construction Company to clean up the job site.**
- c. Take precautions to protect work of other trades and existing property on-site.
- d. Have written authorization from Contractor before proceeding with any extra work. (Superintendent will have Construction Change Authorization Forms. When situations arise inform the Superintendent, agree on an amount and have him fill out Authorization Form. You will be mailed a copy for your records.) **Any work done without authorization will not be paid for.**
- e. Promptly correct any defective work, replace any defective materials or replace any material that does not fulfill the purpose it was designed for, for a period of one year after the project's date of substantial completion.
- f. Be responsible by leaving on-going work in a safe state overnight so as to avoid unnecessary accidents. Be responsible in executing work with special attention to safety rules and regulations and common sense. Your cooperation in making jobsite safe is appreciated.
- g. Subcontractor is responsible for following all applicable OSHA rules and regulations as they apply to subcontractor's scope of the contracted work.
- h. Subcontractor is responsible for the safety of his employees and is not to direct his employees to perform work which would place them at risk of injury or death.

9. Contractor's Responsibilities:

- a. Notify Subcontractor of any changes promptly.
- b. Make payments to Subcontractor according to Sections #5 and #6 above.
- c. Give instructions to only authorized representatives of Subcontractor.
- d. Provide designated area for clean up debris.

10. Miscellaneous:

- a. Any dispute is to be settled by an arbitrator mutually agreed upon by Contractor and Subcontractor. His decision is final.

Dalgleish Construction Company
Phone # (512) 346-8554
Fax # (512) 346-8667

David Wallace, Manager
DLR Water Company
1551 N. Walnut Suite 13-159
New Braunfels, TX 78130
Fed ID# _____

NOTICE TO SUBCONTRACTORS

ALCOHOLIC BEVERAGES ARE NOT PERMITTED ON-SITE.

USE OF ILLEGAL DRUGS WILL RESULT IN IMMEDIATE TERMINATION.

EXCESSIVE FOUL LANGUAGE WILL NOT BE TOLERATED ON-SITE.

RADIOS ARE PERMITTED ON-SITE WITH CONTRACTOR'S APPROVAL. THIS PRIVILEGE WILL BE REVOKED IF ABUSED.

NO SMOKING ON PREMISES. SMOKING IS PERMITTED IN DESIGNATED AREAS ONLY. SUBCONTRACTOR IS RESPONSIBLE FOR CLEANING SITE OF ALL SMOKING DEBRIS.

EACH SUBCONTRACTOR IS RESPONSIBLE FOR CLEAN UP OF HIS/HER OWN DEBRIS. CLEAN UP DAILY, BROOM SWEEP LAST DAY.

NON-COMPLIANCE WITH THESE RULES WILL RESULT IN A BACKCHARGE OF UP TO \$50.00/DAY AGAINST YOUR DRAW AND/OR TERMINATION OF THIS SUBCONTRACT.

SAWING, SANDING OR MACHINING WOOD PRODUCTS CAN PRODUCE WOOD DUST WHICH CAN CAUSE A FLAMMABLE OR EXPLOSIVE HAZARD. WOOD DUST MAY CAUSE LUNG, UPPER RESPIRATORY TRACT, EYE AND SKIN IRRITATION. SOME WOOD SPECIES MAY CAUSE DERMATITIS AND/OR RESPIRATORY ALLERGIC EFFECTS. AVOID DUST CONTACT WITH IGNITION SOURCE. SWEEP OR VACUUM DUST FOR RECOVERY OR DISPOSAL. AVOID PROLONGED OR REPEATED BREATHING OF WOOD DUST IN AIR. AVOID DUST CONTACT WITH EYES AND SKIN. IF WOOD DUST IS INHALED, REMOVE TO FRESH AIR. IN CASE OF CONTACT, FLUSH EYES WITH WATER. IF IRRITATION PERSISTS, CALL A PHYSICIAN. FOR ADDITIONAL INFORMATION, CONTACT DALGLEISH CONSTRUCTION COMPANY'S OFFICE FOR A MATERIAL DATA SHEET (MSDS) ON WOOD DUST.

YOUR COOPERATION IN MAKING THIS A SAFE AND CLEAN JOB SITE IS APPRECIATED.

**DALGLEISH CONSTRUCTION COMPANY
4019 SPICEWOOD SPRING ROAD
AUSTIN, TEXAS 78759
(512) 346-8554**

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

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TO: _____

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Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

K. Kuntz 11/29/07
Signature of Hiring Contractor Date

Dagleish Construction Company, L.P.

Printed Name of the Hiring Contractor

20-1123291

Federal Tax ID Number

4019 Spicewood Springs Road

Address (Street)

Austin, Texas 78759

Address (City, State, Zip)

Independent Contractor's Affirmation

DLR Water Company
Signature of Independent Contractor Date

DLR Water Company

Printed Name of the Independent Contractor

20-1123291

Federal Tax ID Number

11551 N Walnut, STE 13-159

Address (Street)

ANE Braunfels, TX 78130

Address (City, State, Zip)

Division Date Stamp Here



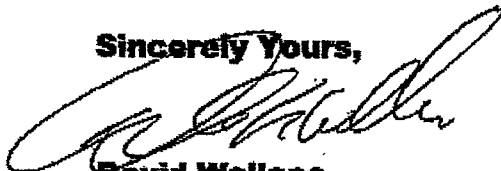
DLR WATER COMPANY

1551 N. WALNUT, STE. 13-159

NEW BRAUNFELS, TX 78130

830-660-4765

Email: dirwater

**FRIO CANON ELECTRICAL SYSTEM
BID PROPOSAL
INSTALLATION OF ELECTRICAL SYSTEM
REAL COUNTY, TX****November 20, 2007****The installation of 13,700 feet of 2" Schedule 40 Electrical Conduit (minus bridge crossing and river crossings boring).****Complete with 8 inches of bedding sand, warning tape, mule tape installed in all conduit, with concrete that is required.****Installation of all transformer pads with ground rods and all electrical sweeps, including those to each lot, with bedding sand, warning tape and caps.***according to Bandera Electric
5 Pcs
+ inspection***This bid includes all trenching that is required and bedding of conduit, with sand, as per Bandera Electric Co.****TOTAL****\$87,750.00****This bid is good until January 1, 2008.****Thank you for the opportunity to bid on your electrical system needs.****Sincerely Yours,****David Wallace
President**

GL Ins

\$1M

Mc. Walker

Pyments
\$28,000
2nd 2/4Lot 10.13.14
First

4-5 w/9


DLR WATER COMPANY**1551 N. WALNUT, STE. 13-159****NEW BRAUNFELS, TX 78130****830-660-4765****Email: dlrwater***Manual for Rock.*

FRIO CANON WATER SYSTEM
BID PROPOSAL
INSTALLATION OF PUBLIC WATER SYSTEM
REAL COUNTY, TX

- | | |
|--|--------------------|
| 1. Installation of 4" duct iron pipe and all fittings and all concrete requirements.
670' of duct iron pipe | \$16,060.00 |
| 2. Installation of 4,325' of 6" PVC Class 200 pipe. | \$50,640.00 |
| 3. Installation of all water meter taps & meter boxes. | \$16,800.00 |
| 4. Installation of 6" tees & 4" & 6" gate valves | \$4,000.00 |
| 5. Testing of water lines and required sampling to meet TCEQ requirements. | \$850.00 |
| Total Bid | \$88,350.00 |

*Sanitization of pipes**Super chlorinate*** pressure test*

*Water Meter
+ Service
Booster
for water
Distribution
System*

This bid is good until January 1, 2008.**Thank you for the opportunity to bid on your water systems needs.****Sincerely Yours,**


David Wallace
President

*Concerned about time Pm
in Budget
if needs transferred
Tom*

BID OUTLINE SHEET

Frio Cañon Underground Utilities

11/15/07

You should have the following contract documents:

1. Bandera Electric drawings "For Construction" dated 10-17-07
2. Mike Lucci Engineered drawings for water plant and distribution system
3. Hill Country Telephone staking drawings for fiber install

Underground Utility estimating notes:

1. All 3 directional borings have been contracted for with Bartek Construction Co. (Keith or Larry at 210-648-4780). They will provide and install the conduit at each of these 3 locations. Electrical conduit will be tied onto the directional bore conduit at either end.
2. HCTC contact is Jimmy Dreiss at 1-800-292-5457 x235; call him about details concerning fiber installation. There will be a 2" pvc sleeve installed by the bridge builder in the Frio River bridge and up each bank which is a conduit for pulling fiber.
3. There is a 4" steel ductile pipe installed in the length of the bridge over the Frio River. This has been/will be installed by the bridge builder. This pipe will extend approximately 75-100ft up each bank. Water lines will be tied onto this pipe at either end.
4. Sleeves have been installed at all places where electric and water lines cross the roads. There should be no need to dig up the recently installed roadways. To discuss the exact whereabouts of these sleeves call Dusty at 512-431-9776/ 830-232-5904 or David at 512-346-8554.
5. A 2" epvc conduit was installed and inspected by Bandera electric at the Bybee Creek low water crossing and across Cascada Pass out by the main entry gate.
6. Guadalupe Engineering performed soil tests at various places throughout the Frio Cañon subdivision. This information might be helpful in determining how much diggable soil versus rock might be encountered when digging ditches. If you would like a copy of this report call 512-346-8554 and we will send you a copy.
7. There are a few places where trees might need to be removed in order to install utility ditches. Tree removal will need to be approved by Developer. Please review exact location of ditches with Developer and Bandera Electric.
8. Bandera Electric will need to be present during placement and covering of all electrical conduit. This can be scheduled by calling Bandera Electric Leakey office at 830-232-5524 (David Brice)
9. Please direct all questions to Frio Cañon Land Company; David Dagleish 512-346-8554 or Dusty Black 830-232-5904/ 512-431-9776.

DLR WATER COMPANY

1551 N. WALNUT, STE. 13-159

NEW BRAUNFELS, TX 78130

830-660-4765

Email: dirwater

Return to Rock.

FRIO CAÑON WATER SYSTEM BID PROPOSAL INSTALLATION OF PUBLIC WATER SYSTEM REAL COUNTY, TX

1. Installation of 4" duct iron pipe and all fittings and all concrete requirements.
670' of duct iron pipe \$16,060.00
2. Installation of 4,325' of 6" PVC Class 200 pipe. \$50,640.00
3. Installation of all water meter taps & meter boxes. \$16,800.00
4. Installation of 6" tees & 4" & 6" gate valves \$4,000.00
5. Testing of water lines and required sampling to meet TCEQ requirements. \$850.00
- Sanitation of pipes*
Total Bid **\$88,350.00**

*Super chlorinate
* pressure test*

This bid is good until January 1, 2008.

Thank you for the opportunity to bid on your water systems needs.

Sincerely Yours,



**David Wallace
President**

*Concerned about 10m PM
in Bridal
if needs trucked out
Tom*

BID OUTLINE SHEET

Frio Cañon Underground Utilities

11/15/07

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2. HCTC contact is Jimmy Dreiss at 1-800-292-5457 x235; call him about details concerning fiber installation. There will be a 2" pvc sleeve installed by the bridge builder in the Frio River bridge and up each bank which is a conduit for pulling fiber.
3. There is a 4" steel ductile pipe installed in the length of the bridge over the Frio River. This has been/will be installed by the bridge builder. This pipe will be extended approximately 75-100ft up each bank. Water lines will be tied onto this pipe at either end.
4. Sleeves have been installed at all places where electric and water lines cross the roads. There should be no need to dig up the recently installed roadways. To discuss the exact whereabouts of these sleeves call Dusty at 512-431-9776/ 830-232-5904 or David at 512-346-8554.
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9. Please direct all questions to Frio Cañon Land Company; David Dalglish 512-346-8554 or Dusty Black 830-232-5904/ 512-431-9776.

Fence

—

POST

Terms FENCE QUOTE

Received
GL No. OK
Payment Due OK
Job No. OK
Job Code No. OK
Approved OK

✓ PL
Unter S/S Fossil

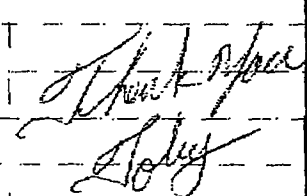
Deposit 3500⁰⁰

STATEMENT

210-854-7806

04/28/2008 09:11AM

From TOBY GOURLEY FENCE QUOTE
P.O. BOX 305
UVALDE TX 78802 4/25/2008
 To FRIED CANYON
 Address _____
 City LEAKY TX
 Terms QUOTE FOR FENCE

3 RAIL FENCE	8,913.00
4 RAIL FENCE	9,663.00
3x3 POSTS	
1x2 RAILS	
2-8' GATES	
1-3' GATE	
CEDAR FENCE PLANK	
PAINTED	
1/2 RAIL NO PLANKS	7,536.00
3 RAIL NO PLANKS	6,786.00
	

PAINTED RAIL
 & POSTS

RAW CEDAR
 TO AGE
 OR BURNED

p.1

8' TALL

1) DBL 6' GATE

8' away from TANNER

