

Flying L Public Utility District
Resolution for Adoption of Rate Order

The board of directors of Flying L Public Utility District (the "District") met at the board's regular meeting place on October 14, 2024, with a quorum of directors present as follows:

Gerald "Judd" Ryan; President
Steve Childers; Vice President
Leslie Rector; Secretary/ Treasurer
Will Dietrich; Board Member

and the following absent:

when the following business was transacted:

The order set out below was introduced for consideration of the board. It was duly moved and seconded that said order be adopted; and, after due discussion, said motion carried by the following vote:

Ayes: 4

Noes: 0

The order thus adopted is as follows:

Any order, and amendments thereto, heretofore adopted by the board, providing rates for water and sewer service for customers within the District, is superseded by this order from and after the effective date hereof.

The order hereinafter set out shall be effective October 14, 2024.

ORDER SETTING WATER AND SEWER SERVICE RATES AND POLICIES

Sec. 1. Definitions.

For purposes of this order, the following words or terms shall have the following meanings:

- (1) "Apartment connections" shall mean all multiplex residential connections which are served by a master meter.
- (2) "Commercial connection" shall mean and include any office building, sales office, hotel, motel, retail store, or other establishment rendering a service or offering a product for profit to the public, model homes, and all other establishments which are not residential, apartment or nonprofit connections as defined herein.
- (3) "Consumer" shall mean the occupant of a residential, commercial or industrial structure within the area of the District, whether the owner, renter or lessee thereof.
- (4) "Delinquent bill" shall mean a bill for water and/or sewer service which has not been paid within twenty (20) days after the date of the bill for the preceding month's service.
- (5) "Non-profit connections" shall mean all schools, churches or other establishments rendering a service or offering a product without the intent of making a personal profit.
- (6) "Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the plants and lines of the District's system.
- (7) "Person" shall mean an individual, a corporation, or any other legal entity.
- (8) "Residential connection" shall mean and include any single family residence (other than model homes), townhouse or multiplex unit when such is separately metered.
- (9) "Separate connection" shall mean each residential unit occupied by a separate family or person, including separate apartments within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.
- (10) "System" as used herein shall mean the water and/or sanitary sewer facilities of the District and all extensions and additions thereof, whether now in place or hereafter constructed.

Sec. 2. Monthly Rates for Water Service

A. Residential connections:

Base Rate	\$ 15.00
0 - 2,000 gallons	\$ 3.75 per 1,000 gallons
2,001 – 5,000 gallons	\$ 3.95 per 1,000 gallons
5,001 – 10,000 gallons	\$ 4.15 per 1,000 gallons
10,001 – 20,000 gallons	\$ 4.35 per 1,000 gallons
20,001 – 30,000 gallons	\$ 4.55 per 1,000 gallons
30,001 – 50,000 gallons	\$ 4.85 per 1,000 gallons
50,001 – and up	\$ 5.75 per 1,000 gallons

B. Commercial connections:

Minimum Base Rate	\$25.00
Flow Rate	\$ 5.75 per 1,000 gallons

C. Apartment connections:

\$ -

D. Non-profit connections:

\$ -

E. Commercial Out of District Connections:

Minimum Base Rate	\$ 100.00
Flow Rate	\$ 23.00 per 1000 gallons

Unoccupied residences with active service that are connected to the District's water system shall be charged a flat fee of \$30.00 per month.

All customers receiving water service will be assessed a Water Conservation Charge in the amount of \$5.00 per 1,000 gallons in excess of 12,000 gallons in Stage 3, \$10.00 per 1,000 gallons in excess of 10,000 gallons in Stage 4 and \$20.00 per 1,000 gallons in excess of 8,000 gallons for Stage 5, per the Water Conservation Plan.

In addition to the foregoing rates, the consumer shall pay any taxes or assessments imposed thereon by law.

Sec. 3. Monthly rates for sewer service.

A. Residential connections:	\$22.50
B. Commercial connections:	
Minimum Base Rate	\$18.00
Flow Rate	\$6.50 per 1,000 gallons
C. Apartment connections:	\$75.00
D. Non-profit connections:	\$ -
E. For each grease trap installed, there shall be charged a monthly flat rate inspection fee	\$ 50.00

Capital Improvement Generator Assessment.

- | | |
|---------------------------|------------------|
| A. Residential connection | \$10.00 |
| B. Commercial connection | \$10.00 per unit |

Unoccupied residences with active service that are connected to the District's sewer system shall be charged a flat fee of \$22.50 per month. In addition to the foregoing rates, the consumer shall pay any taxes or assessments imposed thereon by law.

Sec. 4. Rates and Fees for Water and Sanitary Sewer Services and Solid Waste collection and Disposal Services.

Each prospective Customer desiring water and sanitary sewer service and solid waste collection and disposal services shall be required to provide appropriate information in order to obtain such service and shall pay an application fee. Solid waste collection and disposal services are provided to every Residential Customer and be deposited at the main district office. A fee in the amount of \$20.00 each month. The District does not provide solid waste collection services to Commercial or Apartment Customers.

Sec. 5. Commercial Wastes.

A. Supervision.

If the District or its designated representative determines that a violation of this Rate Order of other duly promulgated rules or regulations of the District exists, or that a discharge or a proposed discharge into the District's sewer system may adversely affect the District's sewer system or receiving waters, or the ability of the System to comply with applicable permits or other regulatory requirements, or create a hazard to life or health, or create a public nuisance, it may require:

1. Discontinuation of the discharge into the District's sewer system in its entirety by action of the discharger or termination of service by the District;
2. Pretreatment to an acceptable condition for discharge into the District's sewer system;
3. Control over the quantities and rates of discharge; and

If pretreatment or control is required by the District, it shall review and approve the design and installation of the equipment and processes in conformity with all applicable laws and regulatory requirements. Any consumer responsible for discharges requiring such pretreatment or control facilities, and the owner of the premises if other than the consumer, shall provide and maintain such facilities in effective operating condition.

B. Traps.

Discharges requiring a trap include, but are not limited to, grease, oil, sand, flammable waste, and any other wastes containing ingredients determined by the District to be harmful to the public sanitary sewer or wastewater treatment process. Any consumer responsible for a discharge requiring a trap, and the owner of the premises if other than the consumer, shall, as required by the District, provide equipment and facilities of a type and capacity approved by the District, locate the trap in a manner that provides ready and easy access for cleaning and inspection, maintain the trap in effective operating condition, and provide evidence of such maintenance, including copies of receipts for pumping the trap out, when requested. Human waste shall not be allowed to pass through the trap. Should the use of the premises change, it shall be the responsibility of the consumer, and of the owner of the premises if other than the consumer, to modify the plumbing so as to properly separate wastes requiring a trap from other waste.

C. Sampling, testing, inspection, application.

The District or its duly authorized agent or representative may enter at reasonable times any lands or premises served or proposed to be served by the District's sewer system for the purposes of carrying out and determining compliance with the provisions hereof. Sampling and testing shall be conducted at the consumer's expense in accordance with customarily accepted methods reflecting the effects of constituent wastes upon the District's sewer system and the existence of hazards to health, life, limb, or property.

Any consumer proposing to discharge any waste other than domestic waste from residential property shall make application to the District for a determination by the District's engineer as to whether pretreatment will be required. The consumer will be advised as to the quantity and quality of discharge that will be permitted. If the nature of the discharge changes following approval, re-application is required.

D. Maintenance and inspection of grease traps.

In order to protect the District's ability to properly treat the waste produced in the District, the District shall have the right to inspect all grease traps operated within the District or pursuant to the contract with the District, at the consumer's expense. Inspection shall be performed by the operator at regular intervals. If the operator finds a grease trap that is not being properly cleaned and monitored, the operator shall give written notice to the consumer or responsible party of failure to maintain the grease trap. If the consumer or responsible party has not cleaned the grease trap within 48 hours of receipt of notice from the operator, the operator shall take the necessary action to clean the grease trap and shall bill the consumer or responsible party for the cost of such service.

Any commercial Consumer serving or preparing food, or any other Consumer responsible for discharges containing grease or waste containing grease in excessive amounts, or oil, sand, flammable waste or other harmful ingredients shall install and maintain an approved 1,500 gallon minimum grease trap and corresponding sampling well.

Any Consumer responsible for discharges requiring a grease trap and sampling well shall, at his own expense, construct and install such grease trap and sampling well to include equipment and facilities of a design type and design capacity approved by the District's operator. Such Consumer shall install the grease trap and sampling well in a manner that provides easy access for cleaning

and inspection and shall maintain the grease trap and sampling well in effective operating condition continuously thereafter.

A Consumer who does not disclose the developing business shall be responsible, at his own expense, to construct a minimum 1,500 gallon grease trap, as described above.

Upon the effective date of this order, any person who is responsible for a discharge for which a grease trap is required pursuant to this order and who does not have an approved grease trap in place shall have 120 days after the effective date within which to construct and install the required grease trap and secure necessary approvals pursuant to this order.

The operator or other duly authorized representative of the District shall be authorized to conduct periodic inspections of all grease traps within the District that are subject to this order at a cost to the Consumer of \$50.00 per inspection to ensure that grease traps are being maintained in effective operating condition.

Sec. 6. Swimming Pool and Hot Tub Inspections and Fee.

Every user who plans to construct or install a swimming pool, spa, or hot tub (collectively, "Pool") within the District Shall notify the District's operator in writing prior to commencing construction of the Pool. Once notification by the User of the intention to construct or install a Pool, a Single Family Residential User shall pay an inspection fee of \$125.00.

Sec. 7. Connection to District's system.

Each structure within the District may be connected to the system of the District as soon as the District has made available to such structure plant and line capacity to serve same. If both water and sewer services do not become available at the same time, the consumer may connect to the water system at the time water service becomes available and shall connect to the sewer system at the time sewer service becomes available. If consumer does not elect to connect to District's water system, consumer will be charged a water availability charge of \$37.50 per month. After connection is made, the consumer shall be responsible for maintenance of the water service line from the meter, and for the maintenance of the sanitary sewer service line from the tap.

Sec. 8. No reduced rates or free service.

All consumers receiving either water or sewer service, or both, from the District shall be subject to the provisions of this order and shall be charged the rates established in this order; and no reduced rate or free service shall be furnished to any such consumer.

Sec. 9. Discontinuing service for failure to pay bills when due.

District shall have the right to discontinue service and cut off the supply of water to a consumer at any time after his bill becomes delinquent. A charge of \$50.00 shall be made for discontinuing service where such service has been discontinued because of the consumer's failure to pay a bill before delinquent. Flying L PUD staff will deliver Door Tags and NSF documents for the District. Flying L PUD staff will perform all turn ons and turn offs for nonpayment on all District accounts.

Sec. 10. Discontinuing or connecting service upon request of consumer.

Whenever a consumer desires to transfer service into a new consumer's name, a connection fee of \$50.00 shall be charged to the account. The new consumer shall be required to comply with the provisions of Section 15 below. Whenever a consumer temporarily or permanently abandons the structure being served and no longer wishes to be furnished with water, he shall notify the District's operator at least two days prior to the time he desires such service discontinued. A charge of \$25.00 shall be made for discontinuing and a charge of \$25.00 for restoring water service where such service is discontinued or restored at the request of the consumer, and he is not delinquent in the payment of any bill at the time of either request.

Sec. 11. Penalty for failure to pay bill.

A charge of ten percent (10%) of the amount of the consumer's bill shall be added thereto when such bill has become delinquent. A charge of \$15.00 shall also be added to a Customer's bill for each written notice of delinquency sent to a Customer. A separate charge of \$ 15.00 shall be imposed for the notice left on a Customer's front door.

Sec. 12. Consumers not entitled to specific quantity or pressure of water.

Water consumers are not guaranteed a specific quantity or pressure of water for any purpose whatever, and it is understood that District is only to furnish a connection with its water system and is in no case to be liable for failure or refusal to furnish water or any particular amount or pressure of water.

Sec. 13. Service connections generally.

No person other than the properly authorized agents of the District, shall be permitted to tap or make any connection with the mains or distributing pipes of the District's water and sewer system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected with the service-water pipe or sanitary sewer collection line. Should the establishments within a commercial facility be separately metered, it shall be the responsibility of the consumer, and of the owner if other than the consumer, to maintain the plumbing and make any future modifications to the plumbing that are required so as to continue to allow and provide a separate meter for each consumer within the premises.

Sec. 14. Application for installation of water meter with two-inch or less connection.

Every person desiring the installation of a water meter with a connection of two inches or less shall be required to sign and execute an application for installing a meter before the District will install such meter.

Sec. 15. Builder Inspections.

A. Pre-Construction. All builders or contractors for property owners within the District must contact the operator, prior to starting any work on property within the District, for an inspection to verify District facilities, and shall pay a \$60.00 fee for such inspection. If any District facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make such facilities visible at the expense of the District. A copy of the inspection will be given to the representative of the builder or contractor. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the final inspection.

For a sewer connection, the District's operator must be notified prior to the connection being made. After the connection, the District's operator shall again be notified and shall inspect the work prior to being covered in the ground. In the event a connection is made and covered without inspection by a representative of the District, water service at such location shall be terminated until the connection is uncovered and passes inspection. An inspection fee of \$75.00 per Residential inspection and \$150.00 per Nonresidential inspection shall be paid to the District to cover the cost of making the inspection.

B. Post-Construction. Immediately upon completion of the District's operator's installation of the initial water tap and meter, and the sewer connection and inspection, the operator will conduct a post-construction facility inspection. At such inspection, the operator shall make note of the condition and location of all District facilities on the property, but before service is transferred to a new owner, the District's operator will reinspect the water tap, meter and all other District facilities on the property for a fee of \$60.00. (The \$60.00 fee shall be collected at the time the tap fee is paid.) The property owner or builder will be held responsible for any damages to District facilities and for repairing the damages to the satisfaction of the District's operator before service shall be initiated. Any consumer may request the District's operator to reinspect the facilities for a fee of \$60.00 when service is transferred to a subsequent consumer.

Sec. 16. Water and sewer connection charges; builder deposits.

A. Residential connection charges in the amount of \$4,350.00 shall be made for every residential connection up to and including 3/4 inch connection, to the District's water distribution system, which charges shall include the meter and meter box and installation thereof. For every residential connection at 1 inch, the charges shall be in the amount of \$4,600.00.

B. Residential connection charges will be a minimum of \$4,350.00 shall be made for every residential connection, to the District's sewer distribution system. the District will establish tapping charges by separate order or agreement.

C. Connection charges to a non-taxable entity shall be established by the District on a case by case basis, but shall not exceed the actual costs to the District for construction, installation, and inspection of the tap or connection and for all facilities that are necessary to provide District services to such entity and that are financed or are to be financed in whole or in part by tax-supported bonds of the District.

D. All connection, 2 inch and above shall be one hundred and fifty percent times (150% x) the actual and reasonable costs to the District for construction, installation, and inspection of the tap or connection, including all necessary service lines and meters.

All tapping charges shown above are for either water or sewer service and are not to be reduced even if only one service is requested. Such charges must be paid before service will be rendered.

E. Each builder within the District shall be totally responsible for any damages caused to the District's system located on any site on which the builder has commenced construction of a home. In order to secure the repayment to the District for the repair of such damaged system, each separate builder shall be required to place with the District's operator a deposit of \$1,500. Should the District be required to draw against this deposit to reimburse itself for damages to the system as aforesaid, then the builder will be responsible for placing an additional sum with the District's operator which will bring the deposit back up to the initial \$1,500. Failure of a builder to comply with this deposit requirement will result in the District's refusal to make any additional taps for a builder.

Sec. 17. Meters: Title, tampering, maintenance, setting.

Title to all water meters and appurtenances, including the meter boxes enclosing same, shall vest in the District and shall be set by employees or agents of the District. After a meter has been set, the consumer shall, at all times, keep the space occupied by the meter and the box free from rubbish or obstructions of any kind. No person other than a duly authorized agent of the District shall open the meter box or tamper or in any way interfere with the meter or box.

Sec. 18. Deposit to secure payment.

The District's operator is hereby given authority to require persons requesting water and/or sewer service from the District for a residential connection to post a deposit with the operator of \$350.00 for each account to the District's system. For persons requesting water service from the District for a residential connection, the operator will require a meter deposit of \$50.00 for each connection to the District's system (non-refundable deposit). For persons requesting water and/or sewer service from the District for a commercial, apartment, or non-profit connection, the operator may require a deposit equal to the greater of \$400.00 or 2.5 times the estimated monthly bill. Such deposit is solely to secure the payment of charges established by this order. Upon termination of service, the District shall apply the deposit on hand to the unpaid service charges of the consumer and the excess, if any, will be paid to consumer. No interest will be paid by the District on said deposit.

Sec. 19. Returned Payments.

For all payments returned to the District for insufficient funds, a \$30.00 charge will be added to the bill of the consumer making the payment.

Sec. 20. Plumbing Restrictions; Service Inspection Certification; Service Agreement; Backflow Prevention.

A. Plumbing Restrictions.

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or reduced pressure zone backflow prevention device.

3. No connection which allows water to be returned to the public drinking water supply is permitted.

4. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

5. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

6. No plumbing fixture shall be installed which is not in compliance with a State approved plumbing code.

7. As unacceptable plumbing practices are discovered, they shall be promptly eliminated by the Consumer to prevent possible contamination of the water supplied by the District. Unacceptable plumbing practices are those practices which are not in compliance with a State approved plumbing code.

B. Service Inspection Certification. No new connections to the District's water system shall be made unless (i) a service inspection has been made by a qualified inspector, and (ii) a Service Inspection Certification containing at a minimum the information contained in Exhibit "A" attached hereto has been received by the District. Such an inspection and certification shall also be required at any existing service location when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist, or after any material improvement, correction or addition to the private plumbing facilities. The District shall recognize only the individuals specified in rules of the Texas Commission on Environmental Quality (the "TCEQ") as capable of conducting customer service inspection certifications, and shall retain copies of properly completed certifications on file for a minimum of ten (10) years. If the Consumer requests the District's Operator to conduct the service inspection, the Consumer shall be charged a fee of \$125.00 per single family residential inspection. For inspections other than single family residential inspections, the Consumer shall be charged a fee \$150.00 per inspection. If a service inspection is made at the District's request because the District has reason to believe that unacceptable plumbing practices exists, the Consumer shall not be charged for the inspection unless unacceptable plumbing practices are found. Service inspection certifications for new construction shall be submitted to the District before service is transferred from the builder to a homeowner. Certifications for inspections made after the District has begun providing water service to a Consumer shall be submitted to the District no later than ten (10) days after the inspection has been completed.

C. Service Agreement. To ensure that neither cross-connections nor other unacceptable plumbing practices are permitted, each new Consumer and each Consumer whose service has been suspended or terminated and is proposed for re-connection must sign a copy of the Service Agreement attached hereto as Exhibit "B" prior to commencement of service by the District.

D. Backflow Prevention Requirement. The Consumer shall at its own expense properly install, test and maintain a backflow prevention device, and shall provide the District with backflow prevention device testing annually and maintenance records, all in accordance with TCEQ rules, in those applications for which the National Plumbing Code requires installation of a backflow prevention device, and for establishments handling substances which the District determines in its sole discretion to be deleterious or hazardous to the public health.

E. Testing of Backflow Prevention Assemblies. All backflow prevention assemblies must be tested upon installation by a recognized backflow prevention assembly tester as defined in TCEQ rules and certified to be operating within specifications. Further, backflow prevention assemblies installed to provide protection against a high health hazard (as defined in TCEQ rules) must be tested and certified annually. Individual sprinkler systems that are not high health hazard must be tested upon installation and/or repair. Individual sprinkler systems that are high health hazard must be tested upon installation and/or repair along with annual inspection (as defined in TCEQ rules). If the Consumer requests the District's Operator to perform the required testing, the Consumer shall be charged a fee of \$175.00 per test. For each assembly tested, a signed and dated original Backflow Prevention Assembly Test and Maintenance Report using the format and containing at a minimum the information found in the form provided by TCEQ rules must be completed by the recognized backflow prevention assembly tester and submitted to the District. The District must retain such Test Reports for a minimum of three (3) years. Failure to submit a properly completed Test Report to the District as required hereunder may result in termination of service to a Consumer as provided in subsection F below.

F. Enforcement. If the Consumer fails to comply with the requirements of this Section, the District may, at its option, either terminate service to the Consumer until such requirement has been satisfied, or the District may properly install, test, and maintain a backflow prevention device and bill the Consumer all expenses relating thereto. The District shall consider the existence of a serious threat to the integrity of the District's water system to be sufficient grounds for immediate termination of water service to any Consumer who may cause possible contamination of the District's water supply. In the event water service to a Consumer is terminated pursuant to this Section, water service shall be restored by the District only after it determines that the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken.

Sec. 21. Out of District service.

Whether to grant service to property outside the District is within the sole discretion of the board of directors. Charges for services to non-commercial property outside the District shall be at rates two (2) times those rates charged for similar in-District services, unless otherwise established by the board. Charges for services to commercial property outside the District shall be at rates four

(4) times those rates charged to similar in-District services, unless otherwise established by the board.

Sec. 22. Damages to District Facilities.

The consumer shall, upon being billed therefor, reimburse the District for any and all expense incurred by the District in making repairs to District facilities necessitated by acts or omissions on the part of the consumer, his agents, invitees, and contractors, the need for which repairs shall be determined by the board of directors for the District in their sole discretion.

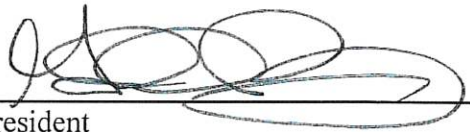
Sec. 23. Expenses of enforcement.

The consumer shall reimburse the District for any and all expenses incurred by the District, including reasonable attorney's fees, in enforcing the consumer's compliance with the terms of this order.

The president is authorized to execute and the secretary to attest this order on behalf of the board and the District.

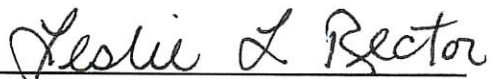
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Passed and adopted on this **October 14, 2024.**



President

ATTEST:



Secretary



I, the undersigned secretary of the board of directors of FLYING L PUBLIC UTILITY DISTRICT, hereby certify that the foregoing is a true and correct copy of the order setting water and sewer rates for the District, adopted by said board at its regular meeting of **October 14, 2024** together with excerpts from the minutes of said board's meeting on that date showing the adoption of said order, as same appear of record in the official minutes of the board, on file in the District's office.

I further certify that said meeting was open to the public, and that notice thereof was posted in compliance with the provisions of Chapter 551 of the Texas Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended.

Witness my hand and the official seal of said District, this 10/14/2024

Leslie L Bector
Secretary

[SEAL]



EXHIBIT "A"

Service Inspection Certification

Name of PWS: NAME OF DISTRICT

PWS I.D.No.:

Location of Service

I, _____, upon inspection of the private plumbing facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

		Compliance	Non-Compliance
(1)	No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	U	U
(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	U	U
(3)	No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.	U	U
(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988, and no pipe or pipe fitting which contains more than 0.25% lead exists in private plumbing facilities installed on or after January 4, 2014.	U	U
(5)	No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	U	U
(6)	No plumbing fixture is installed which is not in compliance with a state approved plumbing code.	U	U

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines:	Lead U	Copper U	PVC U	Other U
Solder:	Lead U	Lead Free U	Solvent Weld U	Other U

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Type of Registration

EXHIBIT "B"

Page 1 of 2

SERVICE AGREEMENT

- I. **PURPOSE.** The NAME OF DISTRICT (hereinafter referred to as the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has received a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 0.25% lead installed on or after July 1, 1988, and no pipe or pipe fitting which contains more than 0.25% lead installed on or after January 4, 2014, may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the Service Agreement between the District and the undersigned Customer (the "Customer"):

EXHIBIT "B"

Page 2 of 2

- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the District's water system.
 - B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.
 - C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
 - D. The Customer shall immediately correct any unacceptable plumbing practice on his premises.
 - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
- IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of this Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to the Customer.

DATE:

CUSTOMER'S SIGNATURE

CUSTOMER'S NAME (Typed/Printed)

SERVICE ADDRESS

Paperwork to be submitted prior to installation to new service:

You are required to submit a Survey Plat of Lot(s) and house location on building site, certified by registered professional land surveyor, PRIOR TO Service. (Lot and house location shall be accurate to scale and accurately showing all utility easements and set-backs from property lines on all sides.)

You are required to submit a Bandera County approved septic plan before a temporary meter is installed. Then because it is possible plans change, a final approval on the septic plan will be necessary before the meter install is considered permanent. No part of the septic system can be in the Utility Easement, including spray or drain field.

If any changes are made during the original home construction or any additions or alterations at any time after the original construction, you are required to submit an updated Survey Plat to Flying L Public Utility District.

There are ten foot (10') UTILITY EASEMENTS on all property lines. No permanent structures may be built within these easements. All property owners are advised that the utility is under no obligation to replace anything within the utility easement.

Property owners can be held responsible for all expenses to relocate water and sewer mains OR REMOVING STRUCTURES when they encroach on a utility easement.

If you plan to build across multiple lots you must replat those Lots. The replatting process begins by contacting the office of the County Engineer, Dieter Werner, 502 11th Street, PO Box 3275, Bandera, TX 78003, Phone 830-460-8183, dwerner@cobanderacounty.org

Items to be returned to PUD prior to water main tap are:

1. Survey Plat of Lot(s) and house location on building site, certified by registered professional land surveyor, PRIOR TO Service. (Lot and house location shall be accurate to scale and accurately showing all utility easements and set-backs from property lines on all sides.)
2. Copy of County Approved Septic plan if installing a septic system.
3. Signed and dated Notice Regarding Utility Easements.
4. Check in the amount of \$6,345 (\$4,350.00 water main tap, \$200.00 homeowner deposit and \$50.00 meter connection fee, \$245 Inspection fee and \$1500 builder deposit).
5. Completed and signed Service Agreement.
6. Notice to Homeowner and Plumber, signed and dated by homeowner and plumber with printed name of plumber and plumber's license number if applicable.
7. Signed and dated, notice regarding utility easements.
8. Signed and dated, notice regarding Customer Service Inspection.

If you are in an area with access to public sewer and need a sewer tap, an additional \$4,350.00 will be required with the above