

MINUTES OF MEETING OF BOARD OF SUPERVISORS
JUNE 1, 2021

THE STATE OF TEXAS
COUNTY OF HARRIS
MEMORIAL VILLAGES WATER AUTHORITY

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The Board of Supervisors (the "Board") of Memorial Villages Water Authority (the "Authority") met in regular session, open to the public, on June 1, 2021, at the Authority's office at 8955 Gaylord, Houston, Harris County, Texas at 7:00 p.m., whereupon the roll was called of the members of the Board, to wit:

Gary Schenk, President
Will Wilson, Vice President
Randolph Ewing, Secretary
Veronica Roa, Assistant Secretary
Cathy Stubbs, Assistant Secretary
Unal Baysal, Assistant Secretary
Locke Braly, Supervisor

Persons Attending. All members of the Board were present, except for Supervisor Ewing and Supervisor Roa, thus resulting in a quorum. Also attending were Mr. Trey Cantu, General Manager of the Authority; Mr. John Davis and Mr. Norman Gutierrez of Langford Engineering, Inc. ("Langford"), Engineers for the Authority; and Ms. Kathleen Ellison of Norton Rose Fulbright US LLP ("NRF"), Attorneys for the Authority.

Call to Order. The President called the meeting to order in accordance with notice posted pursuant to law, a copy of the Certificate of Posting of which is attached hereto as Exhibit "A," and the following business was transacted:

1. **Public Comments.** There were no public comments.
2. **Approve minutes of the May 4, 2021 regular meeting.** Proposed minutes of the May 4, 2021 meeting, previously distributed to the Board, were submitted for consideration and approval. Upon motion by Supervisor Stubbs, seconded by Supervisor Baysal, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the May 4, 2021 regular meeting, as revised.
3. **Status report on Gaylord Water Plant project and take any necessary action.** The President recognized Mr. Gutierrez, who stated that the submittals are in process and that there will be a construction meeting on Friday June 4, 2021. He stated that construction will start on June 10, 2021. Mr. Gutierrez reported that at the next Board meeting he will be bringing the first pay estimate for approval.
4. **Status report on Wastewater Treatment Plant Grit Classifier project and take any necessary action.** Mr. Gutierrez stated that on July 15 the Grit Classifier is scheduled to be delivered.

5. **Status report on Well No. 5 and take any necessary action.** Mr. Davis presented a submission from Langford to the Texas Commission on Environmental Quality ("TCEQ") - Plan Review Team, a copy of which is hereto attached as Exhibit "B." Mr. Davis stated that the submission notified the TCEQ that the Authority had completed the well repairs in accordance with the TCEQ approved plans. Mr. Davis said that the well is performing well. He reported that he will need to recalibrate the meter on Well No. 5.

6. **Executive session pursuant to Section 551.076 of the Open Meetings Act to discuss security devices or security audits.** Upon motion by Supervisor Wilson, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted unanimously at 7:09 p.m. to convene in executive session pursuant to Section 551.076, Texas Government Code to discuss security devices or security audits.

7. **Return to open session.** Upon motion by Supervisor Wilson, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board reconvened in open session at 7:24 P.M.

8. **Authorize certification to EPA of completion of Risk and Resiliency Report.** Upon motion by Supervisor Wilson, seconded by Supervisor Baysal, after full discussion and the question being put to the Board, the Board voted unanimously to authorize Langford to certify completion of the Risk and Resiliency Report to the EPA.

9. **Temporary Access Easement and Construction and Indemnification Agreement for 10 Farnham Park (the "Agreement").** There was no action on this item.

10. **Take action to approve a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to Memorial Villages Water Authority and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code. In addition, possible action regarding the written findings pursuant to Section 2254.1036(b) regarding a contingent fee contract with Perdue Brandon Fielder Collins & Mott, LLP.** The President recognized Ms. Ellison, who said the Board's current contract with the delinquent tax attorney is on a month to month basis. She said Mr. Cantu had requested a new contract and because it is a contingent fee contract, a special notice had to be posted with the agenda, a copy of which is attached hereto as Exhibit A-1, and the Board has to make certain findings included in a Resolution Authorizing Contract for Collection of Delinquent Taxes (the "Resolution"), a copy of which is attached hereto as Exhibit "C." The Board discussed the new contract for the collection of delinquent taxes, a copy of which is hereto attached as Exhibit "D." Upon motion by Supervisor Baysal, seconded by Supervisor Wilson, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Resolution, thereby approving the Contract for the Collection of Delinquent Taxes with Perdue Brandon Fielder Collins and Mott, LLP.

11. **Approve Consumer Confidence Report.** Mr. Cantu reported on the Consumer Confidence Report ("CCR"), a copy of which is hereto attached as Exhibit "E." He explained that this is a report on the quality of the Authority's water distributed to customers. Upon motion by

Supervisor Baysal, seconded by Supervisor Wilson, after full discussion and the question being put to the Board, the Board voted unanimously to approve the CCR.

12. Consider and take any necessary action in connection with Authority Water and Sewer Rates. Mr. Cantu presented to and reviewed with the Board an analysis of the Authority's water rates, a copy of which is hereto attached as Exhibit "F." After discussion, it was the consensus of the Board that the Authority's water rates will need to be increased to pay for the projects on the Capital Improvement Projects ("CIP") list. The Board directed Mr. Cantu to prioritize the projects on the CIP list. Mr. Cantu said he would develop a master plan for the Board's review.

13. Manager's Report including: monthly water samples, Wastewater Treatment Facility's monthly discharge compliance, Tax Recap, Investment Report on the Authority's investments, monthly Identity Theft Compliance Report, and any other matters concerning business of the Authority. Mr. Cantu presented to and reviewed with the Board the Manager's Report.

Mr. Cantu presented the Wastewater Treatment Facility Monthly Operating Report, a copy of which is attached hereto as Exhibit "G." He stated that there was one BOD violation likely caused by the discharges from Gorman cleaners.

Mr. Cantu presented the Monthly Tax Office Report, a copy of which is attached hereto as Exhibit "H."

Mr. Cantu reported that there were no identity theft issues within the month.

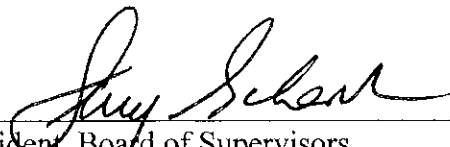
Mr. Cantu presented an Income Statement Compared with Budget for the Eleven Months Ending March 31, 2021, a copy of which is attached hereto as Exhibit "I." He noted that this was a new report.

14. Authorize payment of bills. Upon motion by Supervisor Baysal, seconded by Supervisor Wilson, after full discussion and the question being put to the Board, the Board voted unanimously to approve payment of the bills, a list of which is attached hereto as Exhibit "J."

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, the meeting was adjourned.

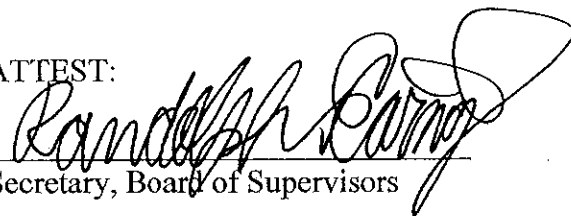
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The above and foregoing minutes were passed and approved by the Board of Supervisors on July 6, 2021.



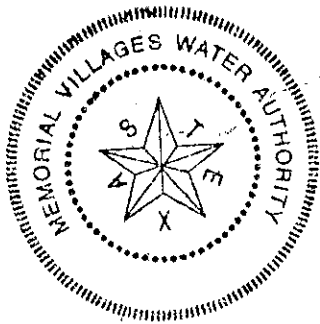
President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

(AUTHORITY SEAL)



Langford Engineering, Inc.
1080 West Sam Houston Parkway North, Suite 200
Houston, Texas 77043

MONTHLY ESTIMATE NO. 1
LEI Job No. 032-117 Contract No. 2

Memorial Villages Water Authority

Gaylord Water Plant Improvements

12-Apr-21

Thru

30-Jun-21

Owner: Memorial Villages Water Authority
8955 Gaylord
Houston, Texas 77024

Contractor: Wharton-Smith, Inc.
202 Industrial Blvd., Suite 104
Sugar Land, Texas 77478

Contract Time: 360 Calendar Days Extensions: 0 Calendar Days

Total Time: 360 Calendar Days Time Used: 79 Calendar Days

Contract Dated: 2-Apr-2121

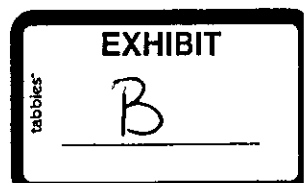
Work Order Dated: 12-Apr-2021

Completion Date: 7-Apr-2022 (Scheduled)
(Actual)

Percent Time Used 21.94%

Percent Complete: 6.35%

Current Contract: \$3,635,955.00



Item No.	Description	Bid Qty	Unit Meas.	Work Prior Period	Work This Period	Qty To Date	Unit Price	Total Amount
Base Bid								
1.	Mobilization of Equipment, Materials and Personnel on Site, Equipment Storage, Including Installation of Construction/Safety Fencing, as per Plans and Specifications, Not to Exceed 5% of Base Bid Items	1	L.S.	0.00	1.00	1.00	\$ 150,000.00	\$150,000.00
2.	Demolition of Proper Disposal (in Compliance with all Applicable State and Local Laws) of Booster Pump Station, Including Clear Well Basin and Backfill, Five (5) Vertical Turbine Pumps and Motors, Header Piping, and Appurtenances, as per Plans and Specifications, Complete in Place							
2.1	Demo Booster Pumps, Motors, and Header Piping	1	L.S.	0.00	0.00	0.00	\$ 19,000.00	\$0.00
2.2	Demo Clearwell and Walls to 24" Below Bottom of Pavement	1	L.S.	0.00	0.00	0.00	\$ 13,000.00	\$0.00
2.3	Flow Fill Clearwell	1	L.S.	0.00	0.00	0.00	\$ 3,000.00	\$0.00
3.	Demolition and Proper Disposal (in Compliance with all Applicable State and Local Laws) of Booster Pump Station, Including Clear Well Basin and Backfill, Five (5) Vertical Turbine Pumps and Motors, Header Piping, and Appurtenances, as per Plans and Specifications, Complete in Place	2	Ea.	0.00	0.00	0.00	\$ 60,000.00	\$0.00
3.1	Tank 1 Demo							
3.1.1	Demo GST Dome and Wall Panels	1	L.S.	0.00	0.00	0.00	\$ 30,000.00	\$0.00
3.1.2	Demo Ringwall Foundation	1	L.S.	0.00	0.00	0.00	\$ 22,000.00	\$0.00
3.1.3	Demo Associated Above Ground Piping	1	L.S.	0.00	0.00	0.00	\$ 8,000.00	\$0.00
3.2	Tank 2 Demo							
3.2.1	Demo GST Dome and Wall Panels	1	L.S.	0.00	0.00	0.00	\$ 30,000.00	\$0.00
3.2.2	Demo Ringwall Foundation	1	L.S.	0.00	0.00	0.00	\$ 22,000.00	\$0.00
3.2.3	Demo Associated Above Ground Piping	1	L.S.	0.00	0.00	0.00	\$ 8,000.00	\$0.00
4.	Demolition and Proper Disposal (in Compliance with all Applicable State and Local Laws) of Site Water Line Piping, Including Excavation, Backfill, and Staging, Above Ground and Buried, as per Plans and Specifications, Complete in							
4.1	Demo 4" Water Line	1	L.S.	0.00	0.00	0.00	\$ 3,000.00	\$0.00
4.2	Demo 8" Water Line	1	L.S.	0.00	0.00	0.00	\$ 7,000.00	\$0.00
4.3	Demo 12" Water Line	1	L.S.	0.00	0.00	0.00	\$ 5,000.00	\$0.00
4.4	Demo 16" Water Line	1	L.S.	0.00	0.00	0.00	\$ 7,000.00	\$0.00

4.5	Demo 18" Water Line	1 L.S.	0.00	0.00	0.00 \$	3,000.00	\$0.00
5.	Demolition and Proper Disposal (in Compliance with all Applicable State and Local Laws) of Existing Storm Sewer System, Including Inlets and Piping, as per Plans and Specifications, Complete in Place						
5.1	Demo Storm Inlet & Pipe Between GST 1 & 2	1 L.S.	0	0	0 \$	2,000.00	\$0.00
5.2	Demo Storm Inlet & Pipe S of GST 2	1 L.S.	0	0	0 \$	1,000.00	\$0.00
5.3	Demo Inlet at BPS	1 L.S.	0	0	0 \$	1,000.00	\$0.00
5.4	Demo Inlet at Office	1 L.S.	0	0	0 \$	1,000.00	\$0.00
6.	Demolition and Proper Disposal (in Compliance with all Applicable State and Local Laws) of Concrete Pavement, Including Saw Cutting, 6" Curb and Sidewalks, as per Plans and Specifications, Complete in Place	930 S.Y.	0	50	50 \$	15.00	\$750.00
7.	Furnish and Install Booster Pump Station, Including Reinforced Concrete Foundation and Supports, Five (5) Horizontal Split Case Pumps and Motors, Suction and Discharge Header Piping, Fittings,						
7.1	Submittals	1 L.S.	0	1	1 \$	5,000.00	\$5,000.00
7.2	Subgrade Prep	1 L.S.	0	0	0 \$	35,000.00	\$0.00
7.3	Form and Pour Slab	1 L.S.	0	0	0 \$	90,000.00	\$0.00
7.4	Form and Pour Pump Pads	1 L.S.	0	0	0 \$	25,000.00	\$0.00
7.5	Install Flange Piping and Valves	1 L.S.	0	0	0 \$	125,000.00	\$0.00
7.6	Install Pumps	1 Ea.	0	0	0 \$	25,000.00	\$0.00
8.	Remove Existing Chlorine Analyzer Electrical Conduit, Replace Conduit as Required, and Install Dual Exterior Receptacle Adjacent to City of Houston Supply Line, Including Associated Electrical, Complete in Place	1 L.S.	0	0.00	0 \$	5,000.00	\$0.00
9.	Furnish and Install Storm Drainage System Including Inlets, Piping of Type and Size Shown and Connection to Existing Storm System as per Plans and Specifications, Complete in Place						
9.1	Install Storm Inlets	8 Ea.	0	0	0 \$	3,000.00	\$0.00
9.2	Install 8" PVC Storm Sewer	1 L.S.	0	0	0 \$	2,000.00	\$0.00
9.3	Install 18" PVC Sewer	1 L.S.	0	0	0 \$	4,000.00	\$0.00

10.	All Work and Materials Associated with the Installation of all Waterline Yard Piping, Including Excavation, Bedding and Backfill, Valves, Valve Boxes and Covers, Fittings, and Appurtenances, Tie-In to Existing and Proposed Waterlines, Meter Vaults, and Ground Storage Tanks, Disinfection and Testing for a Fully Functioning System, as per Plans and Specifications, Complete in Place							
10.1	Install 3/4" Service Line	1	L.S.	0	0	0 \$	10,000.00	\$0.00
10.2	Install 4" Water Line	1	L.S.	0	0	0 \$	20,000.00	\$0.00
10.3	Install 12" Fill Line	1	L.S.	0	0	0 \$	60,000.00	\$0.00
10.4	Install 12" Equalization Line	1	L.S.	0	0	0 \$	15,000.00	\$0.00
10.5	Install 12" Discharge Line to S. Meter Vault	1	L.S.	0	0	0 \$	110,000.00	\$0.00
10.6	Install 12" Discharge N. of the BPS	1	L.S.	0	0	0 \$	60,000.00	\$0.00
10.7	Install 16" Fill Line	1	L.S.	0	0	0 \$	45,000.00	\$0.00
10.8	Install 18" Suction Line @ GST	1	L.S.	0	0	0 \$	40,000.00	\$0.00
10.9	Install 18" Suction Line @ BPS	1	L.S.	0	0	0 \$	40,000.00	\$0.00
11.	12" Ductile Iron Pipe, (ANSI/AWWA C151/A21.51), Class 51, Waterline, Directional Bore Construction, All Depths, Including Fittings, as per Plans and Specifications, Complete in Place	75	L.F.	0	0	0 \$	260.00	\$0.00
12.	Removal and Replacement of 6" Fire Hydrant Assembly (AWWA C-502), Including 12" x 6" Tee, 6" Gate Valve and Valve Box), 5-Foot Bury, Complete in Place	1	L.S.	0	0	0 \$	6,000.00	\$0.00
13.	Wet Connection, Including but not Limited to Removing Existing Fittings, Cutting Existing Pipe, Transition Fittings, Thrust Blocking, and Restraining Rods, All Sizes and Pipe Materials, as per Plans and Specifications, Complete in Place	6	Ea.	0	0	0 \$	650.00	\$0.00
14.	Temporary Electrical System - Provide and Install all Electrical Work, Including Service Equipment, Temporary Generator, Conduit, Conductors to Serve MVWA Office Building, Garage/Shop, Carport, and Fence Lighting, Including Removal Upon Project Completion, as per Plans and Specifications	1	L.S.	0	0	0 \$	40,000.00	\$0.00
15.	Temporary Electrical Service Allowance by Local Utility Provider for Installation of Service Drop. Owner Shall Pay Exact Amount Once Provided with Actual Ticket Invoice Documentation, Complete in Place	1	L.S.	0	0.00	0 \$	50,000.00	\$0.00

16.	Permanent Electrical System - Provide and Install all Electrical Work, Including Service Equipment, Demolition and Removal of Existing Motor Control Center, Installation of New Motor Control Center, Modify Autosensory Controls for Existing Water Well, and Proposed Booster Pump Station, Lighting, and Conductors, as per Plans and Specifications, Complete in Place	1 L.S.	0	0	0 \$	550,000.00	\$0.00
16.1	Electrical Submittal	1 L.S.	0	0	0 \$	20,000.00	\$0.00
16.2	Demo	1 L.S.	0	0	0 \$	90,000.00	\$0.00
16.3	Duct Bank Install	1 L.S.	0	0	0 \$	110,000.00	\$0.00
16.4	MCC Install	1 L.S.	0	0	0 \$	100,000.00	\$0.00
16.5	Autosensory Modifications	1 L.S.	0	0	0 \$	30,000.00	\$0.00
16.6	BPS Electrical Rough In	1 L.S.	0	0	0 \$	80,000.00	\$0.00
16.7	BPS Switches Install	1 L.S.	0	0	0 \$	20,000.00	\$0.00
16.8	BPS Cabling & Termination	1 L.S.	0	0	0 \$	40,000.00	\$0.00
16.9	MCC Building Cabling &	1 L.S.	0	0	0 \$	50,000.00	\$0.00
16.1	Lighting &	1 L.S.	0	0	0 \$	5,000.00	\$0.00
16.11	Grounding Loop Install	1 L.S.	0	0	0 \$	5,000.00	\$0.00
17.	Permanent Electrical System Allowance by Local Utility Provider for Installation of Service Drop. Owner shall pay Exact Amount Once Provided with Actual Ticket Invoice Documentation, Complete in Place	1 L.S.	0	0	0 \$	7,000.00	\$0.00
18.	All Work and Materials for the Demolition and Repair of MCC Building Interior Floor Slab Required for Installation of Electrical Conduits for Service to MCC, Including Excavation and Backfill as per Plans and Specifications, Complete in Place						
18.1	Sawcut/Remove Slab	1 L.S.	0	0	0 \$	13,000.00	\$0.00
18.2	Excavation	1 L.S.	0	0	0 \$	6,000.00	\$0.00
18.3	Backfill	1 L.S.	0	0	0 \$	4,000.00	\$0.00
18.4	Form and Pour New MCC Slab	1 L.S.	0	0	0 \$	3,000.00	\$0.00
19.	Construction of MCC Building Interior Partition Wall, with FRP Pocket Sliding Door, Interior Ceiling, Drywall Installation, Window Replacement, and Painting of Building Interior and Exterior, as per Plans and Specifications (This Item Does not Include Work Described in Bid Item No. 16),	1 L.S.					
19.1	Window Replacement	1 L.S.	0	0	0 \$	10,000.00	\$0.00
19.2	Install Partition Wall/Sliding Door/Drywall	1 L.S.	0	0	0 \$	15,000.00	\$0.00
19.3	Interior Ceiling Improvements	1 L.S.	0	0	0 \$	6,000.00	\$0.00

19.4	Clean/Surface Prep/Coat (Interior and Exterior)	1 L.S.	0	0	0 \$	4,000.00	\$0.00
20.	8" Thick Reinforced Concrete Pavement, Including all Construction and Expansion Joints and Joint Sealants, as per Plans and Specifications, Complete in	825 S.Y.	0	0	0 \$	92.00	\$0.00
21.	Cement-Stabilized Sand Subgrade Material for Concrete Pavement as per Plans and Specifications, Complete in Place	140 C.Y.	0	0	0 \$	32.00	\$0.00
22.	Preparation, Manipulation, and Compaction of 6" Thick Cement-Stabilized Sand Subgrade Under Pavement, Including Excavation and Grading as per Plans and Specifications, Complete in Place	825 C.Y.	0	0	0 \$	14.00	\$0.00
23.	All Work and Materials Associated with Construction of 5" Thick Reinforced Concrete Sidewalks and Joints Including Stabilized Subgrade and Sidewalk Ramps, as per Plans and Specifications, Complete in Place	65 S.Y.	0	0	0 \$	85.00	\$0.00
24.	All Work and Materials Associated with Construction of 6" Reinforced Concrete Curb, as per Plans and Specifications, Complete in Place	165 L.F.	0	0	0 \$	30.00	\$0.00
25.	Replace Existing Surface Water 12" ACV with New Watts Dual Solenoid Flow Control Valve & Tie-In to Existing SCADA System at City of Houston Surface Water Meter Run, Including Electrical & Programming Additions and/or Modifications, as per Plans and Specifications, Complete in Place	1 L.S.	0	0	0 \$	18,000.00	\$0.00
26.	All Work and Materials Associated with Abrasive Blasting and Coating of Existing Water Well No. 1, Including Well Head and Well Header Piping Final Color Shall be Forest Green as Approved by Engineer, as per Plans and Specifications, Complete in Place	1 L.S.	0	0	0 \$	2,500.00	\$0.00
27.	All Work and Materials Associated with Abrasive Blasting and Coating of Existing Water Meter Run, Including Valves and Appurtenances. Final Color shall be Forest Green, as Approved by Engineer, as per Plans and Specifications, Complete in Place	1 L.S.	0	0	0 \$	2,500.00	\$0.00
28.	Concrete Meter Vault, Including Tie-In to Proposed Yard Piping Appropriately Sized Aluminum Pedestrian Rated Lid, 10" MVWA Venturi Flow Meter, and Associated Pressure Sensor Lines as per Plans and Specifications						
28.1	Install S 12" Meter Vault	1 Ea.	0	0	0 \$	32,000.00	\$0.00

28.2	Install N 12" Meter Vault	1 Ea.	0	0	0 \$	32,000.00	\$0.00
29.	Furnish and Install Reinforced Concrete Meter Vault, Including Tie-In to Proposed Yard Piping Appropriately Sized Traffic Rated (H-20) Lid, 16" MVWA Electronic Flow Meter on 16" Surface Waterline and Electronic Transmitter Around 5' Above Ground with Aluminum Sun Shield and Associated Electrical, as per Plans and Specifications, Complete in Place						
29.1	Install 16" Meter Vault	1 Ea.	0	0	0 \$	45,000.00	\$0.00
30.	Furnish and Install Eclipse Model 88WC Sampling Station, as per Plans and Specifications, Complete in Place	1 L.S.	0	0	0 \$	1,000.00	\$0.00
31.	Trench Safety System for all Pipe, Sizes, all Depths, All Soil Types, Complete in Place	560 L.F.	0	0	0 \$	10.00	\$0.00
32.	Furnish and Install 6" Removable Steel or Concrete Filled Pipe Bollards with Barco Products Sliding Flat-Top Reflective Post Sleeves (Yellow with Red Reflective Stripes) as Approved by Engineer, as per Plans and Specifications, Complete in Place	10 Ea.	0	0	0 \$	500.00	\$0.00
33.	All Work and Materials for Parking Site Striping, Including ADA Compliant Striping, as per Plans & Specifications, Complete in Place	1 L.S.	0	0	0 \$	1,000.00	\$0.00
34.	Installation, Maintenance, and Removal of Erosion Control Structures, as per Plans and Specifications, Complete in Place	1 L.S.	0	0	0 \$	300.00	\$0.00
35.	Cut, Plug, and Abandon Existing Waterlines, All Sizes, All Depths, as per Plans and Specifications, Complete in Place	3 Ea.	0	0	0 \$	3,000.00	\$0.00
36.	All Work and Materials Associated in the Abandonment of Existing Gate Valves and Boxes, Including Closing of Existing Gate Valve, Removal of Existing "Type A" Box, Appropriate Backfilling Block Sod, or 2" Concrete Cap (Dependent on Valve Location), as per Plans and Specifications, Complete in Place	6 Ea.	0	0	0 \$	600.00	\$0.00

37.	All Work and Materials Associated with Removal of Existing Chain Link Fence and Replacing with Proposed 8" Site Western Red Cedar Fencing, with Cap, Trim, and Steel Posts, One Sided Pickets, Including Concrete Supports and Painting with Color Approved by Owner, as per Plans and Specifications, Complete in Place	440 L.F.	0	0	0 \$	180.00	\$0.00
38.	All Work and Materials Associated with Removal of Existing Chain Link Fence and Replacing with Proposed 8" Polyurethane Painted Black Iron Rod Fencing with Metal Lath Screening (Expanded Metal), Including Concrete Supports, as Approved by Owner, Complete in Place	35 L.F.	0	0	0 \$	200.00	\$0.00
Alt. B	Furnish Material and Labor to Install New Forest Green 62' Diameter x 24' Height, 530,000 Gallon Glass-Fused-to-Steel Bolted Ground Storage Tank with Painted Low Profile Roof, as Manufactured by PermaStore, not to Exceed 6' In Height from Top of Tank Wall to Top of Dome, (Paint Color Shall Match Tank), Forest Green Aluminum Roof Guard Rail, Non-Slip Tape, Tank Shell Access, Manways, Interior Floor Drains and Associated 8" Gate Valve, (NRS), (IBBM), and Gate Valve and Cover, Including 8" Pipe Connections to Inlet, Exterior Ladder, and Fiberglass Interior Ladder System, NSF 61 Cert. Interior Floor Coating, COH Fill Line, Well Fill Lines, Equalization Line, 18" Suction Flow Line, Overflow Line and Tie-In to Existing 18" Suction Line as Shown on Plans, Including Valves, Fittings, Supports, Sample Port, Pressure Sensor Line, and Level Gauge, Concrete Reinforced Foundation (4,000 PSI min.), Including Design per Soil Reports (Texas P.E.), and Tank Disinfection, per AWWA and Start-Up, Full MWWA Approval, as per Plans and Specifications, Design for Future Height Adjustment from 24' to 33' Wall Height, Complete in Place						
B.1	Approved Tank Submittals	1 L.S.	0	1	1 \$	75,000.00	\$75,000.00
B.2	Tank 1						
B.2.1.	Subgrade Prep	1 L.S.	0	0	0 \$	30,000.00	\$0.00
B.2.2.	Install and Under Piping	1 L.S.	0	0	0 \$	25,000.00	\$0.00
B.2.3.	Form and Pour Ringwall	1 L.S.	0	0	0 \$	100,000.00	\$0.00
B.2.4.	Backfill	1 L.S.	0	0	0 \$	50,000.00	\$0.00
B.2.5.	Form and Pour Tank Slab	1 L.S.	0	0	0 \$	100,000.00	\$0.00
B.2.6.	Install Wall Panels	1 L.S.	0	0	0 \$	172,500.00	\$0.00
B.2.7.	Install Dome	1 L.S.	0	0	0 \$	125,000.00	\$0.00
B.2.8.	Tank Piping Connection (Fill Suction EQ)	1 L.S.	0	0	0 \$	20,000.00	\$0.00

B.2.9.	Floor Coating	1	L.S.	0	0	0 \$	10,000.00	\$0.00
B.2.10.	Disinfection	1	L.S.	0	0	0 \$	5,000.00	\$0.00
B.3.	Tank 2							
B.3.1.	Subgrade Prep	1	L.S.	0	0	0 \$	30,000.00	\$0.00
B.3.2.	Install in and Under Piping	1	L.S.	0	0	0 \$	25,000.00	\$0.00
B.3.3.	Form and Pour Ringwall	1	L.S.	0	0	0 \$	100,000.00	\$0.00
B.3.4.	Backfill	1	L.S.	0	0	0 \$	50,000.00	\$0.00
B.3.5.	Form and Pour Tank Slab	1	L.S.	0	0	0 \$	100,000.00	\$0.00
B.3.6.	Install Wall Panels	1	L.S.	0	0	0 \$	172,500.00	\$0.00
B.3.7.	Install Dome	1	L.S.	0	0	0 \$	125,000.00	\$0.00
B.3.8.	Tank Piping Connection (Fill, Suction, EQ)	1	L.S.	0	0	0 \$	20,000.00	\$0.00
B.3.9.	Floor Coating	1	L.S.	0	0	0 \$	10,000.00	\$0.00
B.3.10.	Disinfection	1	L.S.	0	0	0 \$	5,000.00	\$0.00
	Supplemental Items							
a.	Extra Concrete as Approved by Engineer, Complete in Place	50	C.Y.	0	0	0 \$	300.00	\$0.00
b.	Extra Bank-Sand Bedding and/or Backfill, as Approved by Engineer, Complete in Place	50	C.Y.	0	0	0 \$	25.00	\$0.00
c.	Extra Aggregate Bedding as Approved by the Engineer, Complete in Place	100	C.Y.	0	0	0 \$	40.00	\$0.00
d.	Extra Cement-Stabilized Sand Backfill as Approved by Engineer, Complete in Place	100	C.Y.	0	0	0 \$	40.00	\$0.00
e.	Extra Reinforced Steel or Extra Welded Wire Fabric, as Approved by Engineer, Complete in Place	500	Lb.	0	0	0 \$	1.00	\$0.00
f.	Additional Underground 1" Electrical Conduit Without Conductors, as Necessary, as Approved by Engineer, Complete in Place	200	L.F.	0	0	0 \$	20.00	\$0.00
g.	Additional Select Fill for the Use of GST Subgrade, as Necessary, as Approved by Engineer, Complete in Place	100	C.Y.	0	0	0 \$	25.00	\$0.00
h.	Removal of Existing Expansion Joints, and Application of Joint Sealants as Approved by Owner, Complete in Place	2,000	L.F.	0	0	0 \$	8.00	\$0.00
i.	Furnish and Install Additional 12" Resilient Seat Gate Valve (AWWA C-509), NSF61, IBBM, NRS, Counter-Clockwise Open (M.J.), with Valve Box, as Approved by Engineer, Complete in Place	2	Ea.	0	0	0 \$	2,500.00	\$0.00

j.	Remove and Replacement of Existing 18" Ductile Iron Pipe Waterline, Open-Cut Construction, All Depths, Including Excavation, Bedding and Backfill, Fittings, as Approved by Engineer, Complete in Place	50 L.F.	0	0	0 \$	225.00	\$0.00
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Summary of Work to Date

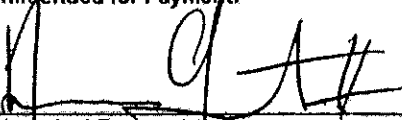
Work Performed to Date	\$230,750.00
Less 10% Retainage	\$23,075.00
Net Amount Earned to Date	\$207,675.00
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	\$0.00
Subtotal Work Completed and Materials Stored	\$207,675.00
Less Previous Payments	\$0.00
AMOUNT DUE THIS ESTIMATE	\$207,675.00

Summary of Adjusted Contract

Original Contract Amount	\$3,635,955.00
Change Orders	\$0.00
CURRENT CONTRACT AMOUNT	\$3,635,955.00

Note: There are no known disputes between the Contractor and Owner/Engineer Concerning the Quantities shown hereon

Recommended for Payment:

By: 
 Langford Engineering, Inc.
 Print Name: Norman E. Gutierrez

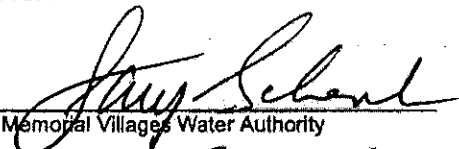
Date: 7/6/2021

Accepted:

By: 
 Wharton-Smith, Inc.
 Print Name: Tyler O'Brien

Date: 7/6/21

Approved:

By: 
 Memorial Villages Water Authority
 Print Name: GARY SCHENK

Date: 7-6-21

Distribution: Memorial Villages Water Authority (1)
 Norton Rose Fulbright US, LLP (1)
 Wharton-Smith, Inc. (1)
 Langford Engineering, Inc. (2)

WAIVER AND LIEN RELEASE

STATE OF TEXAS
COUNTY OF FORT BEND

The undersigned has contracted with Memorial Villages Water Authority to furnish labor and/or materials in connection with certain improvements to real property known as Gaylord Water Plant Improvements.

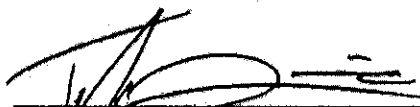
CONTRACTOR: Wharton-Smith, Inc.

This Payment:	<u>\$ 207,675.00</u>
Total Paid to Date Including This Payment:	<u>\$ 207,675.00</u>
For Work Performed Through:	<u>June 30, 2021</u>
Pay Estimate No.	<u>1</u>

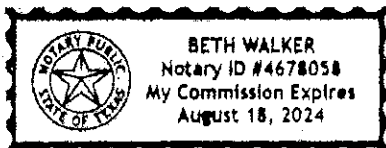
Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or material man's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property and/or improvements thereon on account of any work furnished or to be furnished by the undersigned whether pursuant to the above mention contract or otherwise.

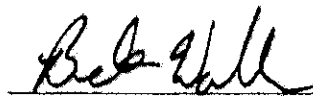
The undersigned further certifies and warrants that there are no known mechanic's or material man's liens outstanding as of the date hereof, that all bills incurred by it with respect to the work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for filing any mechanic's or material man's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned, and to the extent permitted by law, the undersigned does hereby waive and release any mechanic's or material man's lien or claim of lien of any such person or entity, and further agrees to indemnify and hold the owner harmless from any said lien or claim including the payment of related costs, expenses, or reasonable attorney's fees.

Wharton-Smith, Inc.


Tyler O'Brien, Asst. Project Manager

Subscribed and sworn to before me, the undersigned authority on this the 6th day of July, 2021.



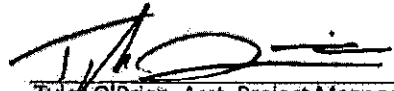

Notary Public for the State of Texas

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

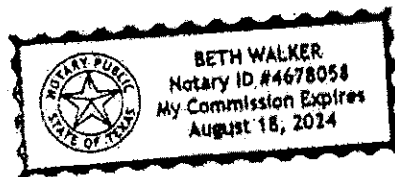
OWNER: Memorial Villages Water Authority
PROJECT: Gaylord Water Plant Improvements
CONTRACTOR: Wharton-Smith, Inc.

I certify that all just and lawful bills against the above-named Contractor for labor, material, and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of this partial payment of the Owner to comply with the Contract requirements. This is to certify that I am relieving Memorial Villages Water Authority of liability and claims occurring in connection with this Project through June 30, 2021 (the date of Pay Estimate No. 1).

Wharton-Smith, Inc.


Tyler O'Brien, Asst. Project Manager

Subscribed and sworn to before me, the undersigned authority on this the 6th day of July, 2021.




Notary Public, State of Texas

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This memorandum of contract is made and executed this ____ day of August, 2021 by and between the Memorial Villages Water Authority, a conservation and reclamation district and political subdivision of the State of Texas, being organized and existing under the laws of the State of Texas and being located in Harris County, Texas hereinafter called "Water Authority," and the Spring Branch Independent School District, a body politic and corporate, hereinafter called "District";

WHEREAS, Water Authority has requested District to assess and collect ad valorem taxes for said Water Authority; and

WHEREAS, it will be to the mutual benefit of both parties to enter into such an agreement; now therefore

FOR AND IN CONSIDERATION of the premises and benefits described below, Water Authority and District hereby enter into the following agreement:

1. District agrees that its Tax Assessor-Collector will assess and collect all ad valorem taxes for Water Authority and perform all the necessary services with regard to assessment and collection of said Water Authority's taxes with the exception of legal services incidental to the collection of delinquent taxes. In the performance of such necessary services, the Tax Assessor-Collector will apply the applicable rules, regulations, and Board Orders of Water Authority.

2. This contract shall be for a period of two (2) years, beginning on the 1st day of September 2021, and ending on the 31st day of August 2023.

3. District agrees to make deposits to the Depository of Water Authority of all taxes collected on behalf of Water Authority at least once each week. In the interim, the district will deposit collected taxes in an account with District's depository which is secured in accordance with applicable law.

EXHIBIT

D

4. Water Authority agrees that it will pay to District, as compensation for performing this service, a fee which shall be the sum of five dollars (\$5.00) per account for each annual tax period, plus postage expenses, incurred by District on behalf of the Water Authority. District will submit a statement for the services so rendered and payment for said services will be made to District on or before February 1. Payment for said services shall be made from current revenues available to Water Authority.

5. Water Authority and District recognize that the Harris County Appraisal District is responsible for appraising the property that is subject to taxation by Water Authority and District. Water Authority or District, separately in its own name and on its own behalf, may challenge any act or omission of the Appraisal District and any decision to make such challenge or not, by either Water Authority or District, shall not be binding on the other.

6. District will not be liable to Water Authority for any failure to collect taxes, nor shall District's Tax Assessor-Collector be liable unless such failure to collect taxes results from the failure of the Tax Assessor-Collector to perform its tax assessment and collection duties in the manner and in accordance with the standards imposed by law. District's Tax Assessor-Collector shall furnish a bond in the sum of statutory minimum payable to and approved by Water Authority and conditioned on the faithful performance of the duties as Tax Assessor-Collector. The cost of such bond shall be paid by Water Authority.

7. District's Tax Assessor-Collector shall prepare a written monthly statement of all amounts collected for the benefit of Water Authority, and such reports of collection made in the months of October through January are due on the twenty-fifth (25th) day of the month following the month that is the subject of the report. Reports of collections made in all other months are due the fifteenth (15th) day of the month following the month that is the subject of the

report. Water Authority will be permitted to audit the tax records at a reasonable time mutually agreed upon by both parties.

8. The tax office is to remain under the administrative control of the Tax Assessor-Collector of District.

9. In the event any provision of this contract is inconsistent with the statutes of the State of Texas, the statutes of the State of Texas shall control and the District's Tax Assessor-Collector will discharge these duties in accordance therewith.

10. District agrees to furnish to Water Authority a written list of each delinquent taxpayer, the delinquent taxpayer's address, the amount of the delinquency, and the designation of the property involved, by July 1st of each year. District agrees to coordinate with the Water Authority's delinquent tax attorney and to collect delinquents taxes, including any additional penalties and interest due including personal property delinquencies which may be due prior to July 1st. District further agrees that by August 1st, or as soon thereafter as practical each year, the Tax Assessor-Collector will provide Water Authority with the Harris County Appraisal District's certified estimate of the total appraised value of all property in the Appraisal District that is taxable by Water Authority.

11. This instrument contains the entire agreement between the parties, shall replace all prior agreements with regard to the assessing and collecting of ad valorem taxes heretofore made between the parties and any modifications of this instrument shall be of no force and effect except by a subsequent modification, in writing, signed by all parties hereto. The Agreement shall bind and be for the sole and exclusive benefit of the respective parties and their legal successors.

IN TESTIMONY OF WHICH, this Agreement, in duplicate originals, each having equal force has been executed on behalf of the parties hereto as follows:

ATTEST:

MEMORIAL VILLAGES WATER
AUTHORITY

Will Wilson
Randolph Ewing
Board of Supervisors

Gary Schenk
President
Board of Supervisors

ATTEST:

SPRING BRANCH INDEPENDENT
SCHOOL DISTRICT

Karen Peck

Chris Gonzalezp

Secretary
Board of Trustees

President
Board of Trustees

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: MEMORIAL VILLAGES WATER AUTHORITY			Contractor: CALDWELL COUNTRY		
Contact Name: TREY CANTU			CALDWELL COUNTRY		
Email: TREY@MVWA.ORG			Prepared By: Averyt Knapp		
Phone #: 713-465-8318			Email: aknapp@caldwellcountry.com		
Fax #: 713-465-8387			Phone #: 979-567-6116		
Location City: HOUSTON, TX			Fax #: 979-567-4376		
Date Prepared: JUNE 3, 2021			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #601-19			Tax ID # 14-1856872		
Product Description: 2022 CHEVROLET 1500 SILVERADO 4X2 CREW CAB CC10543					
A Base Price & Options:					\$26,975
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-CREW CAB, 6,900#GVWR, 5.3L-V8, 6-SPD AUTOMATIC, P255/70R17 ALL SEASON (5), 40-20-40 CLOTH SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, AUXILARY EXTERNAL TRANSMISSION OIL COOLER, SHORT BOX, REAR STEP BUMPER, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					

EXHIBIT

E

tabbies

D Other Price Adjustments (Installation, Delivery, Etc...)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$26,975
Quantity Ordered	2
Subtotal E	\$53,950
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE	\$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$54,350
Estimated Delivery Date:	Q4-2021 / Q1-2022

PARTIAL RELEASE OF EASEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, by instrument dated the 11th day of December, 1965, and filed of record under County Clerk's File No. C218327 at Vol. 6181, page 527 in the Official Public Records of Real Property of Harris County, Texas on December 20, 1965 (the "Easement Instrument"), Tom Ruland granted to Memorial Villages Water Authority, a political subdivision of the State of Texas (the "Authority"), four easements for public utility purposes, including an easement over the easement area described in Exhibit "A" attached hereto and made a part hereof (the "Subject Easement Area"). A map or diagram showing the location of the Subject Easement Area is attached hereto as Exhibit "B" and by this reference made a part hereof;

WHEREAS, the Authority has determined that it has no facilities in the Subject Easement Area and no future need to place facilities in the Subject Easement Area;

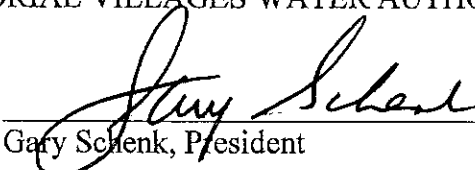
WHEREAS, the Authority has been requested by the current fee owner to release its right, title and interest in the Subject Easement Area, and the Authority is willing to do so;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: That in consideration of the premises, Memorial Villages Water Authority, pursuant to authority of its Board of Supervisors, has **RELEASED**, and does by these presents **FOREVER RELEASE**, all of its right, title and interest in the Subject Easement Area; **RESERVING**, however, all its right, title and interest in the remainder of the easement areas described in the Easement Instrument.

EXECUTED this 6 day of July, 2021.

MEMORIAL VILLAGES WATER AUTHORITY

By:



Gary Schenk, President

ACKNOWLEDGMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 6th day of July, 2021, by Gary Schenk, President of the Board of Supervisors of MEMORIAL VILLAGES WATER AUTHORITY, a political subdivision, on behalf of said political subdivision.

Kathleen R Ellison

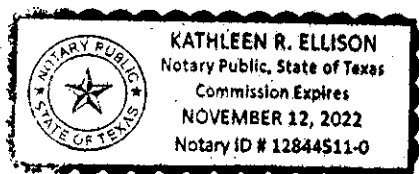
Notary Public in and for
the State of TEXAS

Kathleen R Ellison

Printed/Typed Name of Notary

My Commission Expires: 11/12/22

(SEAL)



METES AND BOUNDS DESCRIPTION

0.0412 ACRE

LOCATED IN THE

**A.H. OSBOURNE SURVEY, A-610,
HARRIS COUNTY, TEXAS**

Being a tract or parcel of land containing 0.0412 acre of land or 1,793 square feet, located in the A.H. Osbourne Survey, Abstract 610, Harris County, Texas, Said 0.0412 acre tract being out of and a part of Unrestricted Reserve "A" of Fulcrum, a subdivision duly of record in Film Code Number 687563 in the Map Records of Harris County (H.C.M.R.), Texas; Said Reserve "A" of record in the name of Memorial MOB I, LLC in Harris County Clerk's File (H.C.C.F.) Number RP-2017-251770; Said 0.0412 acre tract being more particularly described as follows (bearings based on the Texas State Plane Coordinate System South Central Zone):

COMMENCING at a 5/8 inch iron rod found for the southwest corner of aforesaid Unrestricted Reserve "A" and being the southeast corner of Restricted Reserve "A" in Nations Center, a subdivision duly of record in Film Code Number 360046, H.C.M.R.;

THENCE, coincident the south line of aforesaid Unrestricted Reserve "A", South 89 degrees 00 minutes 00 seconds East, a distance of 146.10 feet to the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, through and across aforesaid Unrestricted Reserve "A", the following three (3) courses:

1. North 00 degrees 00 minutes 00 seconds East, a distance of 179.18 feet to the northwest corner of the herein described tract;
2. North 90 degrees 00 minutes 00 seconds East, a distance of 10.00 feet to the northeast corner of the herein described tract;
3. South 00 degrees 00 minutes 00 seconds East, a distance of 179.35 feet to the southeast corner of the herein described tract and being on the south line of aforesaid Restricted Reserve "A";

THENCE, coincident the south line of aforesaid Restricted Reserve "A", North 89 degrees 00 minutes 00 seconds West, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.0412 acre of land.

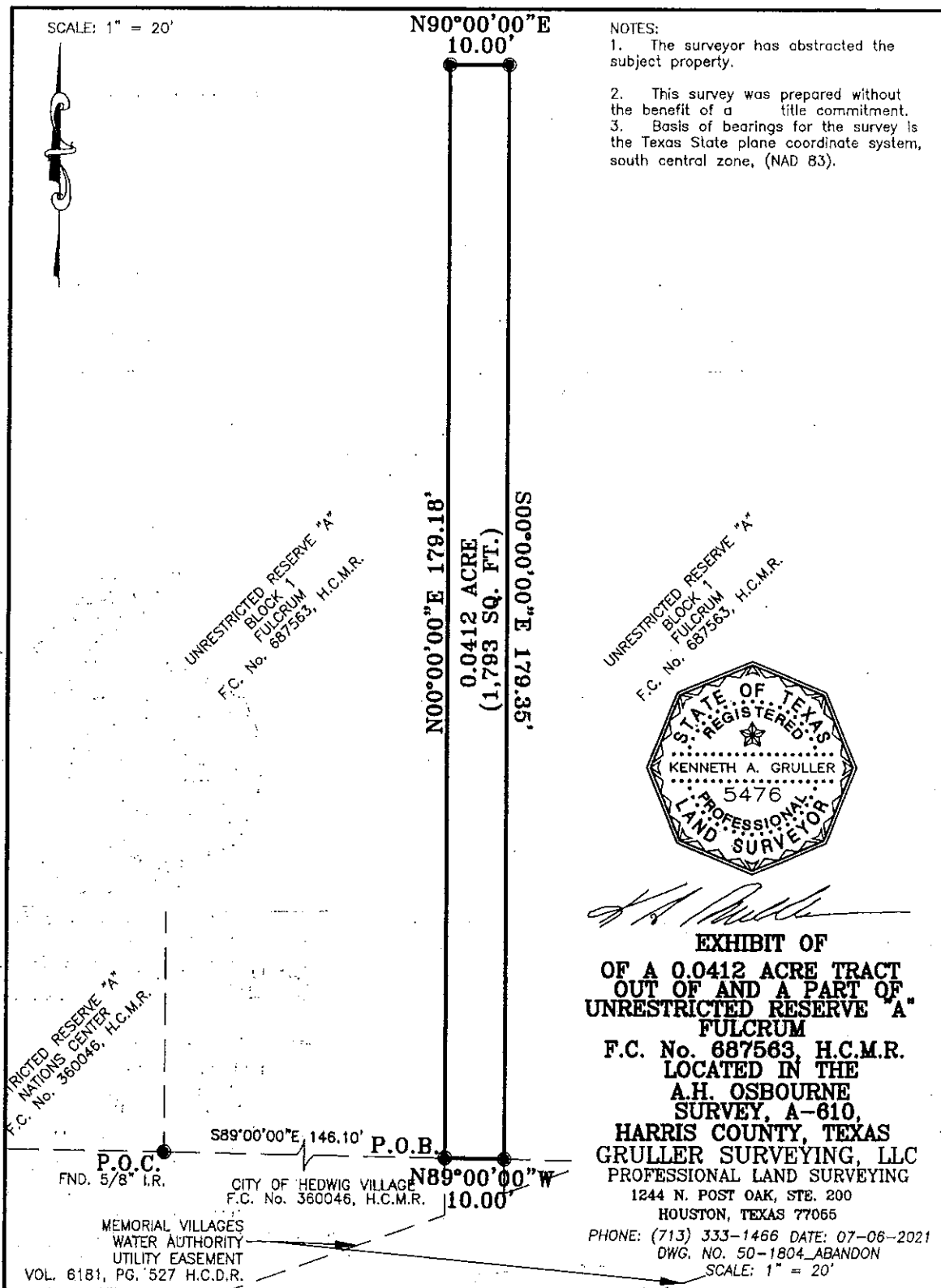


Exhibit B



6/17/2021

Re: Interlocal Agreement for Memorial Villages WA

Dear Sponsor:

Thank you for your support of the Water Conservation Program for the 2020-2021 school year. Your sponsorships brought the WaterWise program to almost 25,000 students in Harris and Galveston county schools! In addition, your sponsorship supports the District's grant program and the Water My Yard program. All of these programs help our region prevent land subsidence through direct water conservation efforts; for more information visit www.hgsubsidence.org.

Enclosed, you will find your interlocal agreement for the 2021-2022 school year cycle. Please return the signed interlocal agreement and updated contact information by 8/01/2021. We also ask that you please complete the contact form included with this letter.

In addition to this important educational program that you are supporting, we encourage you to share and utilize the new SmarterAboutWater.org. This new website, developed and maintained by the Subsidence District, is intended to be the one-stop-shop for water conservation resources in the Gulf Coast region. Let us know what your thoughts on the new website and if your District has water conservation content you would like to share, please email us at smarteraboutwater@subsidence.org.

The Subsidence District would like to thank you for your participation as a sponsor in our Water Conservation Education Program. If you have any questions please don't hesitate to contact me.

Sincerely,

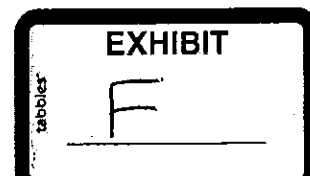
A handwritten signature in cursive script that reads 'Kristi Pierce'.

Kristi Pierce, M.Ed.
Water Conservation Education Coordinator
(281) 956-2190
kpierce@subsidence.org

Enc. 7

GENERAL MANAGER: Michael J. Turco

1660 West Bay Area Boulevard - Friendswood, TX 77546 - Phone: 281-486-1105 - www.subsidence.org



STATE OF TEXAS §
 §
COUNTY OF Harris §

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into by and between the Harris-Galveston Subsidence District, a body corporate and politic under the laws of the State of Texas ("Subsidence District") and Memorial Villages WA, also a body corporate and politic under the laws of the State of Texas ("Sponsor").

WITNESSETH:

WHEREAS, the Subsidence District is the regulatory agency responsible for preventing subsidence through reduction of groundwater withdrawals governed by Chapter 8801, Special District Local Laws Code, which specifically provides that the Subsidence District may cooperate with "any local government to establish water conservation goals, guidelines, and plans to be used within the district"; and

WHEREAS, the Subsidence District cannot achieve water conservation goals without the cooperation and assistance of the public water supply systems; and

WHEREAS, the Subsidence District has designed a Water Conservation Education Program to increase water conservation awareness and activity primarily through education of elementary and intermediate students along with other water conservation program objectives and initiatives; and

WHEREAS, education in water conservation methods and technology has been demonstrated as an effective means of reducing water demand in households and businesses; and

WHEREAS, the education of elementary and intermediate students, "Be a Water Detective - Learning to be WaterWise" has been tested in several area schools; and

WHEREAS, the plumbing retrofit devices used as part of the elementary and intermediate school education program have been tested in the Harris County Municipal Utility District No. 55, jointly sponsored by that district, the Texas Water Development Board, and the Subsidence District, and

- (E) providing all necessary documentation to the Texas Education Agency, Texas Water Development Board, and Texas Commission on Environmental Quality.

1.02 The Subsidence District shall provide water conservation credits as follows:

- (A) The Sponsor shall receive a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater for each Program sponsorship.
- (B) The Sponsor may hold, transfer, sell, or redeem the Certificates of Deposit at any time, provided, however, that the Certificates of Deposit will be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.
- (C) Redemption of the Certificate of Deposit requires the Subsidence District to increase the redeemer's permitted groundwater allocation by the amount of the water conservation credit by a maximum of 30% of the permittee's total water demand. This absolute right to increase the groundwater allocation by up to 30% of the permittee's total water demand does not in any way affect the other terms and conditions of the groundwater permit and all groundwater withdrawals will be subject to the permit fees and other rules of the Subsidence District in effect at the time of the permit.

1.03 The Subsidence District shall perform all coordination activities without additional charge to the Sponsor.

II. PAYMENT

2.01 The Sponsor agrees to 7900 sponsorships for the Program for one year from the date of the execution of this Agreement for any school in any ISD.

2.02 The Sponsor hereby agrees to pay to the Subsidence District, promptly upon receipt of an invoice from the Subsidence District, the total amount due, which is equal to \$38.00 per sponsorship. The above payment shall provide sponsorship for one year.

2.03 Upon renewal of this Agreement, the Sponsor may seek to adjust the number of sponsorships by

and will pay for each subsequent year this Agreement continues from the revenues budget for that year. The parties agree that each party is paying fair compensation for the services or products rendered.

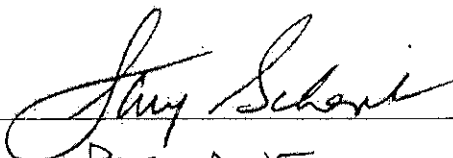
4.03 This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

4.04 The Subsidence District may not assign or delegate any portion of its performance under this Agreement without the written consent of the Sponsor.

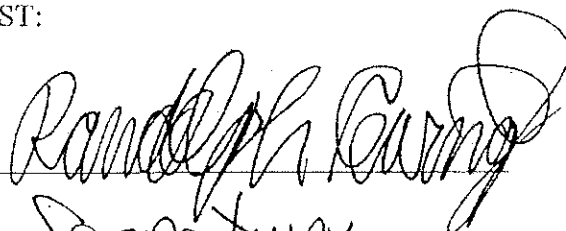
4.05 The Subsidence District shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including the obligation to honor Certificates of Deposit in the Groundwater Bank as provided in Section 1.02.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below. This Agreement shall be effective on the date of the last signature hereto.

SPONSOR

By: 
PRESIDENT (Title)

ATTEST:

By: 
Secretary
(Title)

Date: _____

MEMORIAL VILLAGES
WATER AUTHORITY

WASTE WATER TREATMENT FACILITY
MONTHLY OPERATING REPORT

FOR : May, 2021
PERMIT # TX-0047457

DATE	TIME	TREATMENT FACILITY QUANTITY & QUALITY RESULTS										RAW INFLUENT				RAIN TOTAL INCHES
		TREATED MGD	CBOD mg/l	TSS mg/l	NH3-N mg/l	PH units	CL2 min	CL2 lbs	D.O. ml/l	DE-CL2 max	e-coli cfu/100ml	BOD mg/l	NH3N mg/l	TSS mg/l	VSS mg/l	
1	08:00	3.471000					3.40	320		0.02						1.25
2	08:00	3.893000					4.70	270		0.04						1.47
3	07:00	1.794000					1.41	280		0.04						
4	07:00	1.649000	2.00	3.40	0.10	7.20	1.82	200	8.30	0.07	1	89.5	19.4	74.0	72.0	
5	07:00	1.516000					2.12	120		0.06						
6	07:00	1.420000	18.70	14.50	0.20	7.20	1.86	140	9.10	0.07	12	112.0	20.9	178.0	154.0	
7	07:00	1.328000					3.17	100		0.05						
8	08:00	1.331000					3.84	140		0.04						
9	08:00	1.184000					3.74	120		0.05						
10	07:00	1.206000					1.96	140		0.07						
11	07:00	1.486000	10.70	22.60	0.30	7.20	1.23	140	8.80	0.04	41	174.0	36	158.0	138.0	
12	07:00	1.318000					1.47	140		0.06						
13	07:00	1.379000	22.00	17.10	0.30	7.20	3.83	180	8.30	0.06	6	151.0	34.7	142.0	122.0	
14	07:00	1.340000					1.47	140		0.07						
15	08:00	1.320000					3.04	120		0.03						
16	08:00	1.163000					4.24	120		0.04						
17	07:00	1.967000					1.25	200		0.04						0.51
18	07:00	3.702000	7.20	7.00	1.20	7.20	3.21	340	8.60	0.05	3	50.2	20.4	32.0	32.0	0.99
19	07:00	4.098000					2.53	400		0.06						1.53
20	07:00	5.549000	2.00	2.00	0.20	7.00	1.45	360	8.80	0.04	8	41.8	3.5	168.0	122.0	1.19
21	07:00	2.341000					1.35	200		0.05						
22	08:00	1.894000					5.50	160		0.04						
23	08:00	2.236000					2.54	220		0.04						0.30
24	07:00	3.955000					1.41	400		0.06						0.89
25	07:00	5.036000	4.30	3.10	0.10	7.20	1.63	380	8.30	0.05	1	50.8	8	50.0	50.0	1.51
26	07:00	3.042000					1.62	260		0.05						0.13
27	07:00	2.082000	5.30	2.90	0.20	7.10	1.98	200	7.90	0.05	4	36.7	12.6	48.0	38.0	
28	07:00	1.796000					1.70	190		0.05						
29	08:00	2.227000					3.50	210		0.01						0.53
30	08:00	1.396000					5.80	140		0.05						
31	07:00	1.223000					5.30	120		0.04						
TOTAL		66.164	72.20	72.60	2.60	67.30	83.85	6430.0	67.90	1.52	76.00	705.1	155.4	848.0	728.0	10.30
AVERAGE		2.231	9.03	9.08	0.33	7.16	2.70	207	8.49	0.05	9.50	88.3	19.4	106.0	91.0	0.94
MAXIMUM		5.549	22.00	22.60	1.20	7.20	5.80	400	9.10	0.09	41.00	174.0	36.0	178.0	154.0	1.53
MINIMUM		1.153	2.00	2.00	0.10	7.00	1.23	100.00	7.90	0.01	1.00	36.70	3.50	32.00	32.00	0.13

EFFLUENT CHARACTERISTICS

DISCHARGE LIMITATIONS

Self Monitoring
Sample

	Daily Avg mg/l (5 day)	7-Day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Frequency	Type
CBOD	10 (254)	15	25	35	2/wk	Comp.
TSS	15 (382)	25	40	60	2/wk	Comp.
NH3N						
April - October	2 (51)	6	10	15	2/wk	Comp.
November - March	3 (78)	7	10	15	2/wk	Comp.
E. coli bacteria						
colonies per 100 ml	63 (N/A)	N/A	197	NA	1/wk	Grab
Chlorine Residual	Min. 1.0 mg/l before 20 min detention		Max. 0.1 mg/l after dechlorination		1/Day	Grab
Dissolved Oxygen	Min. 6.0 mg/l April - October		Min. 4.0 mg/l November - March		2/wk	Grab
pH	Min. 6.0 mg/l		Max. 9.0 mg/l		1/wk	Grab

CHIEF OPERATOR

Noe Martinez
Noe Martinez Jr.

GEN. MANAGER

Trey Cantu

Trey Cantu

EXHIBIT

tabbies

6

PERMITTEE NAME / ADDRESS
 NAME MEMORIAL VILLAGES WATER AUTHORITY
 ADDRESS 8955 GAYLORD
 HOUSTON TX, 77024

FACILITY WASTEWATER TREATMENT FACILITY
 LOCATION 11 1/2 FARNHAM PARK
 HOUSTON TX, 77024

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT

TX 0047457 011 A
 PERMIT NUMBER DISCHARGE NUMBER

TOTAL FACILITY DISCHARGE

F - FINAL
 MAJOR

FROM YEAR/MO/DAY 21/05/01 TO YEAR/MO/DAY 21/05/31

*** NO DISCHARGE ***

Grover S. Grimes, President

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
CHLORINE, TOTAL RESIDUAL 50060 B 0 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	*****	*****		*****	*****	0.09	(19)	0	8/PER DAY	GRAB
	PERMIT REQUIREMENT	*****	*****	****	*****	*****	0.099 INST. MAX	MG/L		DAILY	GRAB
CHLORINE, TOTAL RESIDUAL 50060 P 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	*****	*****		1.23	*****	*****	(19)	0	8/PER DAY	GRAB
	PERMIT REQUIREMENT	*****	*****	****	1.0 MO MIN	*****	*****	MG/L		DAILY	GRAB
E.coli 51040 1 0 0	SAMPLE MEASUREMENT					4.80	41.00	(32)	0	2/WEEK	GRAB
	PERMIT REQUIREMENT					63 DAILY AVG	200 DAILY MAX	MPN/100ml		01/07 WEEKLY	GRAB
BOD, CARBONACEOUS 05 DAY, 20 C 80082 1 0 0	SAMPLE MEASUREMENT	162.20	*****	(26)	*****	9.03	22.00	(19)	0	2/WEEK	COMP - 6
	PERMIT REQUIREMENT	254	*****		*****	10	25			TWICE / WEEK	COMP - 6
EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	30 DA AVG		LBS/DAY		DAILY AVG	DAILY MAX	MG/L		WEEK	
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

TRC 0.5 MINIMUM TO BE REPORTED IF "JET DISINFECTION" APPLIES, OTHERWISE 1.0 MINIMUM WILL APPLY.

Memorial Villages W A
Monthly Tax Office Report
June 30, 2021

revised 7.6.21

Prepared by: Tiffany D. Morawiec, Tax Assessor/Collector

A. Current Taxable Value

B. Summary Status of Tax Levy and Current Receivable Balance:

	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Original Levy 0.027463	\$ -	\$ -	\$ -
Carryover Balance		89,931.28	89,931.28
Adjustments		(1,883.02)	(1,883.02)
Adjusted Levy		88,048.26	88,048.26
Less Collections Y-T-D		19,554.40	19,554.40
Receivable Balance	\$ -	\$ 68,493.86	\$ 68,493.86

C. COLLECTION RECAP:

Current Month:	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Base Tax	\$ 8,563.09	\$ 8,563.09	\$ 8,563.09
Penalty & Interest		554.34	554.34
Attorney Fees		190.07	190.07
Other Fees		823.81	823.81
Total Collections	\$ 8,563.09	\$ 10,131.31	\$ 10,131.31

Year-To-Date:	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Base Tax	\$ 28,117.49	\$ 28,117.49	\$ 28,117.49
Penalty & Interest		5,681.36	5,681.36
Attorney Fees		1,209.15	1,209.15
Other Fees		1,192.33	1,192.33
Total Collections	\$ 28,117.49	\$ 36,200.33	\$ 36,200.33

Percent of Adjusted Levy #DIV/0!

#DIV/0!

EXHIBIT

H

**MEMORIAL VILLAGES WATER AUTHORITY
FUND BALANCES - INVESTMENT AND BANK ACCOUNTS**

7/6/2021

BANK ACCOUNTS

<u>ACCT. NO.</u>	<u>MVWA FUND NAME</u>	<u>DEPOSITORY</u>	<u>TYPE OF FUND</u>	<u>ACCOUNT VALUE</u>
3542466374	CHECKING - PF	WELLS FARGO	CHECKING	\$55,349.49
3542466382	CHECKING - PF PLUS	WELLS FARGO	INT. CHECKING	\$5,748,065.15

TOTAL VALUE \$5,803,414.64

PLEDGED SECURITIES, PAR VALUE, ABOVE FDIC COVERAGE

\$6,317,203.03

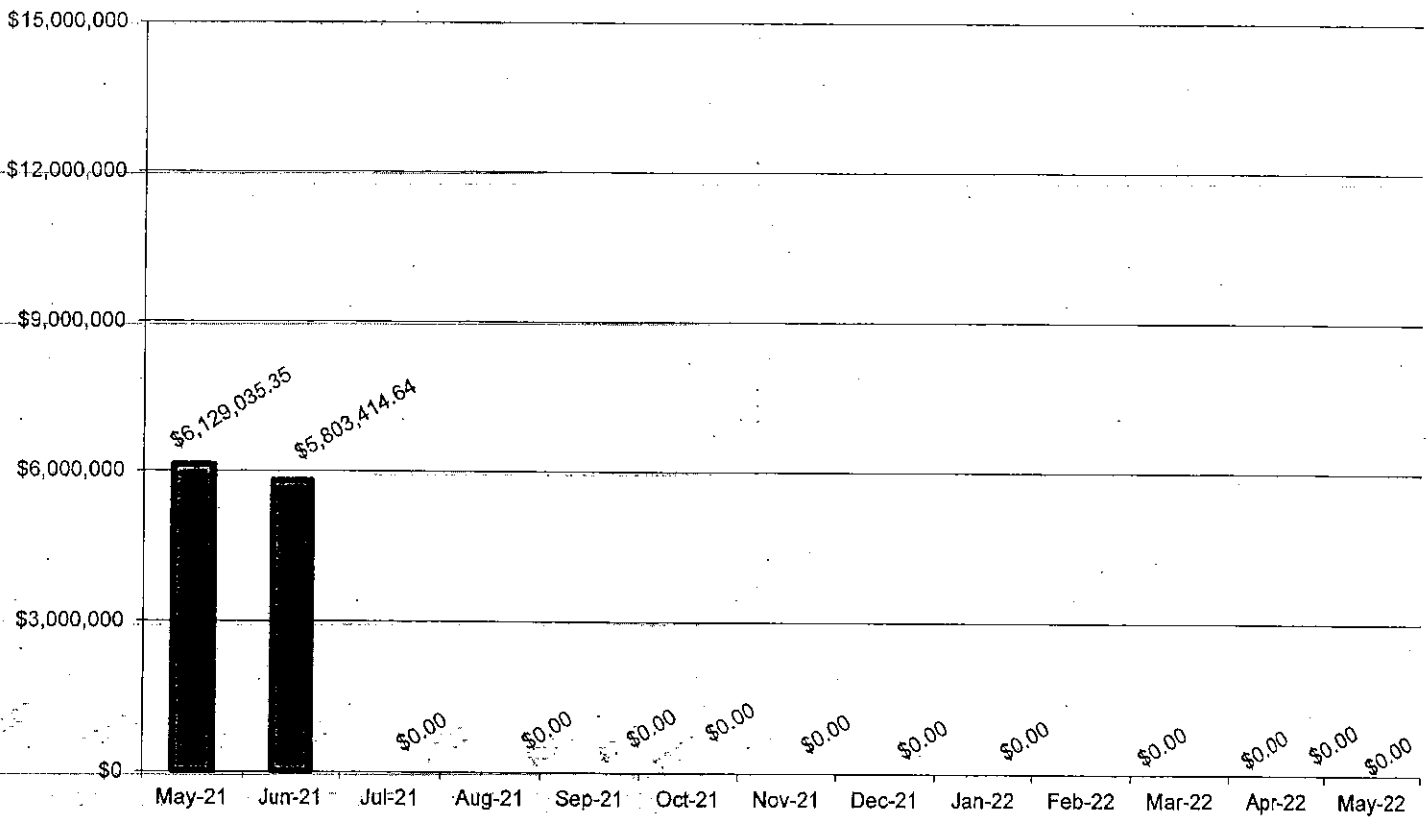
MVWA FUND NAME

TOTAL FUND VALUE

OPERATING FUND

TOTAL VALUE \$5,803,414.64

FUND BALANCES



■ OPERATING FUND

I, Trey Cantu, investment officer of Memorial Villages Water Authority (the "Authority"), confirm: I prepared the foregoing investment report. The investment portfolio of the Authority complies with the investment strategy of the Authority as stated in its Investment Policy and the Public Funds Investment Act.


 Trey Cantu, General Manager

EXHIBIT

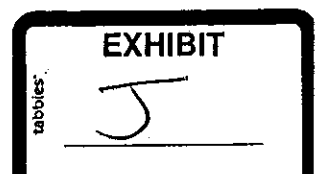
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Memorial Villages Water Authority
Check Register
For the Period From Jul 6, 2021 to Jul 6, 2021

Filter Criteria includes: 1) Check Numbers from 5443 to 5473. Report order is by Date.

Check #	Payee	Amount
5443	A-B GAS COMPANY	24.00
5444	AL'S ENGINE & EQUIPMENT	16.26
5445	AVR INC	6,045.94
5446	BLUE IRON TECHNOLOGIES	1,250.96
5447	BROOKSIDE EQUIPMENT SALES, INC	55.27
5448	CENTERPOINT ENERGY	47.12
5449	COMPTROLLER OF PUBLIC ACCOUNTS	2,219.40
5450	DXI INDUSTRIES, INC.	2,446.00
5451	GORMAN UNIFORM	727.55
5452	GRAINGER	212.00
5453	HACH COMPANY	1,554.86
5454	HOME DEPOT CREDIT SERVICES	148.20
5455	IMAGE COMMUNICATION	35.21
5456	LEON W. LEVANDOWSKI, JR.	565.00
5457	MURRAY RESOURCES, LTD	2,244.00
5458	NORTON ROSE FULBRIGHT US LLP	4,225.00
5459	O'REILLY AUTOMOTIVE, INC.	172.99
5460	CITY OF PINEY PT. VILLAGE	11,753.75
5461	PM UTILITY SERVICES	6,443.00
5462	POLYDYNE, INC.	2,700.00
5463	QUILL CORPORATION	255.08
5464	MY FLEET CENTER	168.68
5465	TEXAS EXCAVATION	254.60
5466	TX INDUSTRIAL CONTROL MFG.	557.00
5467	TEXAS PRIDE DISPOSAL	78.22
5468	TREY CANTU	575.00
5469	TX CHILD SUPPORT SDU	252.00
5470	VERIZON WIRELESS	102.46
5471	VILLAGES MUTUAL INS. COOPERATI	31,306.80
5472	WM CORPORATE SERVICES, INC	24,899.50
5473	WHARTON-SMITH, INC.	207,675.00
Total		309,010.85



Memorial Villages Water Authority
Payroll Check Register
For the Period From Jul 6, 2021 to Jul 6, 2021

Filter Criteria includes: 1) Check Numbers from 103355 to 103373. Report order is by Check Date. Report is printed in Detail Format.

Reference	Employee	Amount
103355	Miguel A. Beltran	1,512.70
103356	Richard M. Culver	2,395.36
103358	Timothy D. Criss	1,274.59
103359	Robert S. Galbraith	1,622.02
103360	Nora J. Ivey	138.52
103361	Leon W. Levandowski Jr.	3,635.81
103362	Noe Martinez Jr.	2,783.99
103363	Kathleen M. Parsons	1,995.96
103364	Nelson B. Morgan	1,542.67
103365	Bobby Salazar	2,650.97
103366	Pete Torres	2,729.44
103367	Christopher M. Simien	1,972.05
103368	Brenda J. Sierra	1,660.07
103369	Cecilio Hernandez	1,471.26
103370	Trey Cantu	4,594.95
103371	Cori D. Scott	786.59
103372	Adan A. Maravilla	1,487.64
103373	Cesar A. Martinez	1,576.64
	7/6/21 thru 7/6/21	<u>35,831.23</u>
	7/6/21 thru 7/6/21	<u><u>35,831.23</u></u>

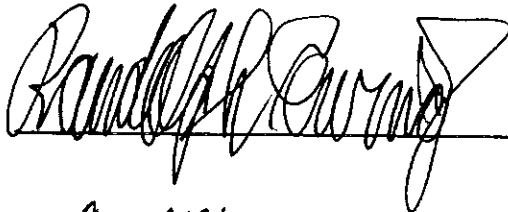
Memorial Villages Water Authority

Check Register

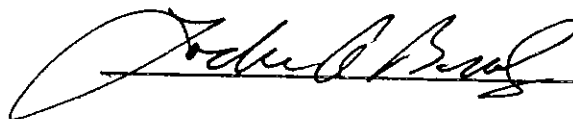
For the Period From Jul 6, 2021 to Jul 6, 2021

Filter Criteria includes: 1) Check Numbers from 1186 to 1186. Report order is by Date.

Check #	Date	Payee	Amount
1186	7/6/21	MVWA-BUSINESS CHECKING PF	345,000.00
Total			345,000.00

 07/06/21

 7-6-21

 7/6/21

Memorial Villages Water Authority
Check Register
For the Period From Jun 21, 2021 to Jun 21, 2021

Filter Criteria includes: 1) Check Numbers from 5422 to 5442. Report order is by Date.

Check #	Payee	Amount
5422	ABERCROMBIE CUSTOM HOMES LP	1.49
5423	ANN HARRIS BENNETT	16.50
5424	AZTEC RENTAL SERVICES	147.23
5425	BLUE IRON TECHNOLOGIES	33.75
5426	BMP PARTNERS, INC.	134.99
5427	CAVALLO ENERGY TEXAS LLC	28,649.59
5428	CENTERPOINT ENERGY	110.88
5429	CITY OF HOUSTON	205,802.33
5430	CITY OF HOUSTON HEALTH DEPT.	264.00
5431	COMCAST	1,023.34
5432	COWBOY TRUCKING, INC.	80.00
5433	DXI INDUSTRIES, INC.	295.00
5434	GRAINGER	639.31
5435	HARRIS-GALVESTON	125.00
5436	HARRIS-GALVESTON SUBSIDENCE DISTRICT	375.00
5437	HEIGHTS ARMATURE WORKS	1,014.00
5438	O'REILLY AUTOMOTIVE, INC.	152.99
5439	POLYDYNE, INC.	2,025.00
5440	PURIFY	3,231.41
5441	THOMPSON CONSTRUCTION	40.55
5442	TX CHILD SUPPORT SDU	252.00
Total		<u>244,414.36</u>

Memorial Villages Water Authority
Payroll Check Register
For the Period From Jun 21, 2021 to Jun 21, 2021

Filter Criteria includes: 1) Check Numbers from 103336 to 103354. Report order is by Check Date. Report is printed in Detail Format.

Reference	Employee	Amount
103336	Miguel A. Beltran	1,512.70
103337	Richard M. Culver	3,377.69
103339	Timothy D. Criss	1,274.59
103340	Robert S. Galbraith	1,622.02
103341	Nora J. Ivey	138.52
103342	Leon W. Levandowski Jr.	3,635.81
103343	Noe Martinez Jr.	2,783.99
103344	Kathleen M. Parsons	1,995.96
103345	Nelson B. Morgan	1,764.44
103346	Bobby Salazar	2,550.01
103347	Pete Torres	1,673.14
103348	Christopher M. Simien	1,972.05
103349	Brenda J. Sierra	1,660.07
103350	Cecilio Hernandez	2,210.48
103351	Trey Cantu	4,594.95
103352	Cori D. Scott	1,581.87
103353	Adan A. Maravilla	1,487.64
103354	Cesar A. Martinez	1,576.64
	6/21/21 thru 6/21/21	<u>37,412.57</u>
	6/21/21 thru 6/21/21	<u><u>37,412.57</u></u>

Memorial Villages Water Authority

Check Register

For the Period From Jun 21, 2021 to Jun 21, 2021

Filter Criteria includes: 1) Check Numbers from 1185 to 1185. Report order is by Date.

Check #	Payee	Amount
1185	MVWA-BUSINESS CHECKING PF	270,000.00
Total		270,000.00

Wing 6-21-21
Randall Boring 6/23/2021
Caf SN 6-23-21

Memorial Villages Water Authority
Check Register
For the Period From Jun 8, 2021 to Jun 8, 2021

Filter Criteria includes: 1) Check Numbers from 5405 to 5421. Report order is by Date.

Check #	Payee	Amount
5405	BLUE IRON TECHNOLOGIES	1,003.44
5406	CUMMINS SOUTHERN PLAINS, INC.	743.55
5407	DXI INDUSTRIES, INC.	2,446.00
5408	EASTEX ENVIRONMENTAL LABORATORY	2,440.00
5409	WEX BANK	943.34
5410	GRAINGER	629.79
5411	HEALTHINVEST HRA	61.07
5412	LANGFORD ENGINEERING	13,970.93
5413	NELSON MORGAN	111.00
5414	PURIFY	3,807.86
5415	MY FLEET CENTER	22.95
5416	TEXAS EXCAVATION	231.80
5417	TREY CANTU	239.96
5418	TX CHILD SUPPORT SDU	217.38
5419	VERIZON WIRELESS	102.46
5420	WM CORPORATE SERVICES, INC	14,073.72
5421	WORLDWIDE POWER PRODUCTS	18,402.90
Total		59,448.15

Memorial Villages Water Authority
Payroll Check Register
For the Period From Jun 8, 2021 to Jun 8, 2021

Filter Criteria includes: 1) Check Numbers from 103311 to 103335. Report order is by Check Date. Report is printed in Detail Format.

Reference	Employee	Amount
103311	Miguel A. Beltran	1,512.70
103312	Richard M. Culver	3,839.89
103314	Timothy D. Criss	1,274.59
103315	Robert S. Galbraith	1,622.02
103316	Nora J. Ivey	138.52
103317	Leon W. Levandowski Jr.	3,635.81
103318	Noe Martinez Jr.	2,818.51
103319	Kathleen M. Parsons	1,995.96
103320	Nelson B. Morgan	1,875.32
103321	Bobby Salazar	1,726.84
103322	Pete Torres	2,600.25
103323	Christopher M. Simien	2,006.67
103324	Brenda J. Sierra	1,660.07
103325	Cecilio Hernandez	1,471.26
103326	Trey Cantu	4,594.95
103327	Cori D. Scott	1,581.87
103328	Adan A. Maravilla	1,487.64
103329	Cesar A. Martinez	1,576.64
103330	Gary Schenk	554.10
103331	William H. Wilson	415.57
103332	Randolph Ewing	138.52
103333	Catherine L. Stubbs	277.05
103334	Al Unal Baysal	138.52
103335	Locke A. Braly	277.05
	6/8/21 thru 6/8/21	<u>39,220.32</u>
	6/8/21 thru 6/8/21	<u><u>39,220.32</u></u>

Memorial Villages Water Authority
Check Register

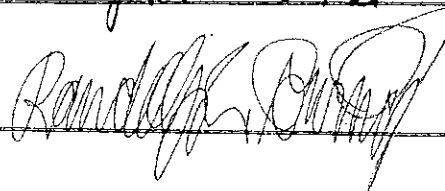
For the Period From Jun 8, 2021 to Jun 8, 2021

Filter Criteria includes: 1) Check Numbers from 1184 to 1184. Report order is by Date.

Check #	Date	Payee	Amount
1184	6/8/21	MVWA-BUSINESS CHECKING PF	98,000.00
Total			98,000.00

 6-8-21

 6-9-21

 6-9-21