

MINUTES OF MEETING OF BOARD OF SUPERVISORS
DECEMBER 7, 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 December 7, 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, 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; Ms. Kathleen Ellison and Ms. Kaitlyn Malek of Norton Rose Fulbright US LLP ("NRF"), Attorneys for the Authority; and Mr. Mike Manning, resident within 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 at this time.

2. **Approve minutes of the November 2, 2021 regular meeting.** Proposed minutes of the November 2, 2021 meeting, previously distributed to the Board, were submitted for consideration and approval. Upon motion by Supervisor Baysal, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted to approve the minutes of the November 2, 2021 regular meeting.

3. **Status report on Gaylord Water Plant project, consider Pay Estimate #6, requested improvements in the area, and any necessary action.** Mr. Gutierrez discussed with the Board the Gaylord Water Plant project stating that it is currently 34.93% complete and that work is ongoing. Discussion ensued regarding the schedule of the tank arrivals. Mr. Davis stated that the first ring wall below the dome should be completed by the first of the year.

Mr. Gutierrez presented to the Board Pay Estimate No. 6 in the amount of \$325,125.00 to Wharton-Smith, Inc., a copy of which is attached hereto as Exhibit "B." Upon motion by

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Supervisor Wilson, seconded by Supervisor Roa, after full discussion and the question being put to the Board, the Board voted to approve Pay Estimate No. 6 in the amount of \$325,125.00 to Wharton-Smith, Inc.

Mr. Cantu discussed the status of the fence and landscaping for the project. He said he had met with the City of Hedwig Village, who is looking into the ownership and jurisdictional boundaries of the Hunters Branch ditch. Discussion ensued.

4. Status update regarding Well No. 6 Emergency Repairs. Mr. Davis stated that there are no pay estimates to be presented. He stated that the contractor is working on the Motor Control Center ("MCC"). He said the pump and motor are in the contractor's yard and he hopes the project will be completed by mid-February. He reported that he and Mr. Cantu contacted Spring Branch ISD and made them aware of the status of the well repair. Discussion ensued.

5. Status report on Wastewater Treatment Plant Grit Classifier project, consider pay estimate #1 and final, change order #1 and final, and take any necessary action. Mr. Gutierrez presented to the Board Change Order No. 1, a copy of which is hereto attached as Exhibit "C". He stated that this change order is a reduction in price of \$8,500.00 due to an adjustment of unit bid price quantities. He stated that the contract price is now \$217,500.00. He reported that Langford has executed a certificate of completion for the project and is asking the Board to execute a certificate of acceptance. Mr. Gutierrez stated that before the final payment is released, there is a pressure gauge that needs to be reviewed and possibly replaced. Discussion ensued.

Mr. Gutierrez presented to the Board Pay Estimate No. 1 in the amount of \$217,500.00 to C3 Constructors, LLC., a copy of which is attached hereto as Exhibit "D." Upon motion by Supervisor Wilson, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted to: (1) approve Change Order No. 1 in the amount of \$8,500.00; (2) approve Pay Estimate No. 1 in the amount of \$217,500.00 to C3 Constructors, LLC., (3) accept the certificate of completion, and (4) authorize execution of the certificate of acceptance.

6. Authorize certification to EPA of completion of Emergency Response Plan. Mr. Davis stated that Langford has prepared the Emergency Response Plan required under the America's Water Infrastructure Act and it has been reviewed by Mr. Cantu and provided to the Supervisors and legal counsel. Discussion ensued regarding the different agency requirements for emergency response plans. Upon motion by Supervisor Stubbs, seconded by Supervisor Roa, after full discussion and the question being put to the Board, the Board voted unanimously to authorize Langford to certify completion of the Emergency Response Plan to the EPA.

7. Consider depository for Authority funds and take any necessary action. Mr. Cantu stated that over the last few months the Authority has been considering changing depository banks because of the fees at Wells Fargo. Mr. Cantu reviewed with the Board proposals for depository services from Allegiance Bank and Central Bank and a comparison of their fees and those of Wells Fargo, a copy of which is hereto attached as Exhibit "E". He stated that he recommended proceeding with Allegiance Bank due to its lower fees. Extensive discussion ensued.

The Board decided to defer the change in depository banks until it resolved the questions on the credit agreement.

8. Consider credit agreement for emergency liquidity needs and take any necessary action. Mr. Cantu presented to the Board term sheets for a credit agreement from Allegiance Bank and Central Bank, copies of which are attached hereto attached as Exhibit "F". He stated that Allegiance Bank is the better choice as it does not have a commitment fee whereas Central Bank does. Discussion ensued regarding the terms provided by Allegiance Bank. It was the consensus of the Board to direct Mr. Cantu to set up a phone call with Allegiance Bank to clarify the term sheet and to ask for an extension of time to accept the commitment until after the January meeting. Supervisors Baysal, Stubbs and Braly indicated they would like to be on the phone call.

9. Consider Authority's insurance needs and options for errors and omissions/directors and officers liability insurance. Ms. Ellison presented to and reviewed with the Board, information on options for Directors and Officers Liability Insurance ("D&O"), a copy of which is hereto attached as Exhibit "G". She stated that at the last two meetings, the Board has been considering the current Errors and Omissions policy and any potential alternatives.

Ms. Ellison stated that the Board currently has all its insurance through Texas Municipal League ("TML"), an insurance pool for local governments in Texas, not a private insurance company. She noted that the Authority does not have an insurance agent and interacts directly with TML. She stated that the policy that the Authority currently has is called an Errors and Omissions Liability policy by TML, but encompasses what is normally considered a D&O policy. Ms. Ellison stated that she spoke to a representative of both AJ Gallagher and HARCO Insurance regarding the D&O insurance market and legal defense coverage under the TML policy and from a private insurance company. Extensive discussion ensued. It was the consensus of the Board to direct Ms. Ellison to check to see if the Authority can have both the E&O policy from TML and a D&O policy from a private insurer so that it can get coverage of defense costs in a breach of contract suit.

10. Consider updated schedule of property values and contribution adjustments from TML and take any necessary action. Mr. Cantu said he and Mr. Davis worked a schedule of updated property values, a copy of which is hereto attached as Exhibit "H". Discussion ensued. Mr. Cantu said the increase in property values would result in an increase in the insurance premium paid to TML of \$3,269. Upon motion by Supervisor Wilson, seconded by Supervisor Roa, after full discussion and the question being put to the Board, the Board voted to approve the recommended value changes and submit them to TML.

11. Consider approval of Authority employee December compensation pay. Mr. Cantu reviewed a Supplemental December Compensation Schedule with the Board. Mr. Cantu presented to the Board the recommended supplemental December compensation for Authority employees. Discussion ensued.

Mr. Cantu then left the meeting, and the Board discussed the supplemental December compensation for the General Manager.

Mr. Cantu re-entered the meeting.

Upon motion by Supervisor Wilson, seconded by Supervisor Stubbs, after full discussion and the question being put the Board, the Board voted unanimously to approve the Supplemental December Compensation Schedule, as revised, and authorize its execution by the President. Mr. Cantu thanked the Board.

12. 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 Discharge Monitoring Report, a copy of which is attached hereto as Exhibit "I." He stated that the Authority received a Notice of Enforcement from the TCEQ for discharges outside of its permit parameters that the Authority reported earlier this year and were eventually attributed to Gorman Cleaners. He stated the he contacted the TCEQ and informed them of all the actions taken by the Authority to fix this issue and has not heard back from them. Discussion ensued. A copy of the Notice of Enforcement is included in Exhibit "I."

Mr. Cantu presented the Wastewater Treatment Facility Monthly Operating Report, a copy of which is attached hereto as Exhibit "J." He stated that there were no violations this month and that everything is in compliance.

Mr. Cantu reported on the Monthly Tax Report, a copy of which is attached hereto as Exhibit "K."

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

Mr. Cantu presented the Funds Balance – Investment Report, a copy of which is attached hereto as Exhibit "L."

13. Authorize payment of bills. Upon motion by Supervisor Wilson, seconded by Supervisor Stubbs, 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 "M."

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

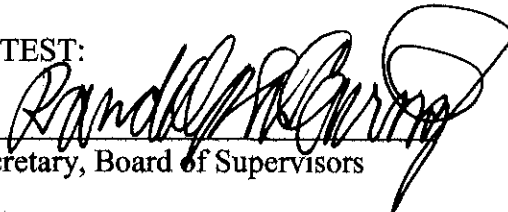
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The above and foregoing minutes were passed and approved by the Board of Supervisors on January 4, 2021.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

(AUTHORITY SEAL)

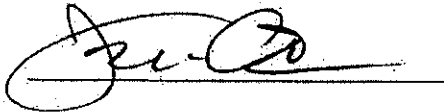
CERTIFICATE OF POSTING

THE STATE OF TEXAS
COUNTY OF HARRIS
MEMORIAL VILLAGES WATER AUTHORITY

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I hereby certify that on DECEMBER 3, 2021 I posted the Notice of Meeting of the Board
of Supervisors of Memorial Villages Water Authority, a true copy of which is attached hereto, on
the Authority's website and at a place convenient to the public at 8955 Gaylord, Houston, Texas
77024, the administrative office of the Authority within its boundaries, as required by law.

EXECUTED this 3 day of DECEMBER, 2021.



MEMORIAL VILLAGES WATER AUTHORITY
8955 GAYLORD
HOUSTON, TEXAS 77024

In accordance with Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, both as amended, take notice that the Board of Supervisors of Memorial Villages Water Authority will meet in regular session, open to the public, at the Water Authority's Building, 8955 Gaylord, Houston, Texas 77024, a location within the Authority, at 7:00 p.m. on **Tuesday, December 7, 2021**. At such meeting, the Board will consider the following:

1. Public Comments;
2. Approve minutes of the November 2, 2021 regular meeting;
3. Status report on Gaylord Water Plant project, consider Pay Estimate #6, requested improvements in the area, and take any necessary action;
4. Status update regarding Well No. 6 Emergency Repairs and take any necessary action;
5. Status report on Wastewater Treatment Plant Grit Classifier project, consider Pay Estimate #1 and Final, Change Order #1 and Final, and take any necessary action;
6. Authorize certification to EPA of completion of Emergency Response Plan;
7. Consider depository for Authority funds and take any necessary action;
8. Consider credit agreement for emergency liquidity needs and take any necessary action;
9. Consider Authority's insurance needs and options for errors and omissions/directors and officers liability insurance;
10. Consider updated schedule of property values and contribution adjustments from TML and take any necessary action;
11. Consider approval of Authority employee December compensation pay;
12. 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; and
13. Authorize payment of bills.

Norton Rose Fulbright US LLP, attorneys for Authority

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Authority's office at (713) 465-8318 at least three business days prior to the meeting so that appropriate arrangements can be made.

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive session of the Board should be held or is required in relation to any agenda item included in this Notice, then such closed or executive meeting or session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Notice concerning any and all subjects for any and all purposes permitted by Sections 551.071-551.084 of the Texas Government Code and the Texas Open Meetings Act, including, but not limited to, Section 551.071 - for the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

ITEM 3

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

MONTHLY ESTIMATE NO. 6
LEI Job No. 032-117 Contract No. 2

Memorial Villages Water Authority

Gaylord Water Plant Improvements

1-Nov-21

Thru

30-Nov-21

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

Contractor: Wharton-Smith, Inc.
750 Monroe Rd.
Sanford, FL 32771

Contract Time:	360 Calendar Days	Extensions:	0 Calendar Days
Total Time:	360 Calendar Days	Time Used:	232 Calendar Days
Contract Dated:	2-Apr-21		
Work Order Dated:	12-Apr-2021		
Completion Date:	7-Apr-2022	(Scheduled) (Actual)	
Percent Time Used:	64.44%		
Percent Complete:	34.93%		
Current Contract:	\$3,643,142.50		

Exhibit B

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.	1.00	0.00	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.	1.00	0.00	1.00	\$ 19,000.00	\$19,000.00
2.2	Demo Clearwell and Walls to 24" Below Bottom of Pavement	1	L.S.	1.00	0.00	1.00	\$ 13,000.00	\$13,000.00
2.3	Flow Fill Clearwell	1	L.S.	1.00	0.00	1.00	\$ 3,000.00	\$3,000.00
3.	Demolition and Proper Disposal (in Compliance with all Applicable State and Local Laws) of 60' Diameter x 24' High Existing Steel Welded Ground Storage Tank and Associated Concrete Ringwall Foundation, Piping, and Appurtenances, as per Plans and Specifications, Complete in Place							
3.1	Tank 1 Demo							
3.1.1	Demo GST Dome and Wall Panels	1	L.S.	1.00	0.00	1.00	\$ 30,000.00	\$30,000.00
3.1.2	Demo Ringwall Foundation	1	L.S.	1.00	0.00	1.00	\$ 22,000.00	\$22,000.00
3.1.3	Demo Associated Above Ground Piping	1	L.S.	1.00	0.00	1.00	\$ 8,000.00	\$8,000.00
3.2	Tank 2 Demo							
3.2.1	Demo GST Dome and Wall Panels	1	L.S.	1.00	0.00	1.00	\$ 30,000.00	\$30,000.00
3.2.2	Demo Ringwall Foundation	1	L.S.	1.00	0.00	1.00	\$ 22,000.00	\$22,000.00
3.2.3	Demo Associated Above Ground Piping	1	L.S.	1.00	0.00	1.00	\$ 8,000.00	\$8,000.00
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 Place							
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.	850	0	850 \$	15.00	\$12,750.00
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, Valves,						
7.1	Submittals	1 L.S.	1	0	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.	1	0	1 \$	20,000.00	\$20,000.00
10.3	Install 12" Fill Line	1 L.S.	0.75	0.25	1.00 \$	60,000.00	\$60,000.00
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.	0.75	0.00	0.75 \$	110,000.00	\$82,500.00
10.6	Install 12" Discharge N. of the BPS	1 L.S.	0.20	0.00	0.20 \$	60,000.00	\$12,000.00
10.7	Install 16" Fill Line	1 L.S.	0	0.5	0.5 \$	45,000.00	\$22,500.00
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.	75	0	75 \$	260.00	\$19,500.00
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.	0.50	0.00	0.50 \$	6,000.00	\$3,000.00
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.	1	0	1 \$	40,000.00	\$40,000.00
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								
16.1	Electrical Submittal	1	L.S.	1	0	1	\$	20,000.00	\$20,000.00
16.2	Demo	1	L.S.	0.75	0.25	1.00	\$	90,000.00	\$90,000.00
16.3	Duct Bank Install	1	L.S.	0.85	0.15	1.00	\$	110,000.00	\$110,000.00
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.	0.80	0.20	1.00	\$	80,000.00	\$80,000.00
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 & Termination	1	L.S.	0	0	0	\$	50,000.00	\$0.00
16.1	Lighting & Receptacles Install (MCC Building)	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.	1	0	1	\$	13,000.00	\$13,000.00
18.2	Excavation	1	L.S.	1	0	1	\$	6,000.00	\$6,000.00
18.3	Backfill	1	L.S.	0	1	1	\$	4,000.00	\$4,000.00
18.4	Form and Pour New MCC Slab	1	L.S.	0.00	0.75	0.75	\$	3,000.00	\$2,250.00
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), Complete in Place								
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 Place	825	S.Y.	14.25	0.00	14.25 \$	92.00	\$1,311.00
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	S.Y.	14.25	0.00	14.25 \$	14.00	\$199.50
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.	41.50	0.00	41.50 \$	85.00	\$3,527.50
24.	All Work and Materials Associated with Construction of 6" Reinforced Concrete Curb, as per Plans and Specifications, Complete in Place	165	L.F.	4	0	4 \$	30.00	\$120.00
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.	0.75	0.00	0.75 \$	18,000.00	\$13,500.00
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.	150	250	400 \$	10.00	\$4,000.00
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.	1	0	1 \$	300.00	\$300.00
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 MVWA 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.	1	0	1 \$	75,000.00	\$75,000.00
B.2	Tank 1						
B.2.1.	Subgrade Prep	1 L.S.	0.00	1.00	1.00 \$	30,000.00	\$30,000.00
B.2.2.	Install In and Under Piping	1 L.S.	0.00	1.00	1.00 \$	25,000.00	\$25,000.00
B.2.3.	Form and Pour Ringwall	1 L.S.	0.00	0.50	0.50 \$	100,000.00	\$50,000.00
B.2.4.	Backfill	1 L.S.	0.00	0.50	0.50 \$	50,000.00	\$25,000.00
B.2.5.	Form and Pour Tank Slab	1 L.S.	0.00	0.00	0.00 \$	100,000.00	\$0.00
B.2.6.	Install Wall Panels	1 L.S.	0.00	0.00	0.00 \$	172,500.00	\$0.00
B.2.7.	Install Dome	1 L.S.	0.00	0.00	0.00 \$	125,000.00	\$0.00
B.2.8.	Tank Piping Connection (Fill Suction EQ)	1 L.S.	0.00	0.00	0.00 \$	20,000.00	\$0.00

B.2.9.	Floor Coating	1	L.S.	0.00	0.00	0.00	\$	10,000.00	\$0.00
B.2.10.	Disinfection	1	L.S.	0.00	0.00	0.00	\$	5,000.00	\$0.00
B.3.	Tank 2								
B.3.1.	Subgrade Prep	1	L.S.	0.00	1.00	1.00	\$	30,000.00	\$30,000.00
B.3.2.	Install In and Under Piping	1	L.S.	0.00	1.00	1.00	\$	25,000.00	\$25,000.00
B.3.3.	Form and Pour Ringwall	1	L.S.	0.00	0.50	0.50	\$	100,000.00	\$50,000.00
B.3.4.	Backfill	1	L.S.	0.00	0.50	0.50	\$	50,000.00	\$25,000.00
B.3.5.	Form and Pour Tank Slab	1	L.S.	0.00	0.00	0.00	\$	100,000.00	\$0.00
B.3.6.	Install Wall Panels	1	L.S.	0.00	0.00	0.00	\$	172,500.00	\$0.00
B.3.7.	Install Dome	1	L.S.	0.00	0.00	0.00	\$	125,000.00	\$0.00
B.3.8.	Tank Piping Connection (Fill, Suction, EQ)	1	L.S.	0.00	0.00	0.00	\$	20,000.00	\$0.00
B.3.9.	Floor Coating	1	L.S.	0.00	0.00	0.00	\$	10,000.00	\$0.00
B.3.10.	Disinfection	1	L.S.	0.00	0.00	0.00	\$	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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Change Order No. 1

39.	All Work and Materials Associated with Cutting and Removing Approximately 25 L.F. of 12" Asbestos Cement Pipe, Including Proper Disposal (In Compliance with all Applicable State and Local Laws) and Mobilization/Demobilization of Subcontractor, as Described on the Attached Proposal Produced by R & M Solutions, Complete in Place	1	L.S.	1	0	1	\$	7,187.50	\$7,187.50
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Summary of Work to Date

Work Performed to Date	\$1,272,645.50
Less 10% Retainage	\$127,264.55
Net Amount Earned to Date	\$1,145,380.95
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	\$0.00
Subtotal Work Completed and Materials Stored	\$1,145,380.95
Less Previous Payments	\$820,255.95
AMOUNT DUE THIS ESTIMATE	\$325,125.00

Summary of Adjusted Contract

Original Contract Amount	\$3,635,955.00
Change Order No. 1	\$7,187.50
CURRENT CONTRACT AMOUNT	\$3,643,142.50

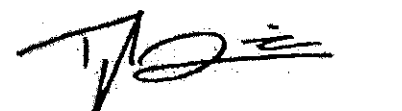
Note: There are no known disputes between the Contractor and Owner/Engineer Concerning the Quantities shown hereon

Recommended for Payment:

By: 
 Langford Engineering, Inc.
 Print Name: John K. Davis, P.E.

Date: 12-7-2021

Accepted:

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

Date: 12/7/2021

Approved:

By: 
 Memorial Villages Water Authority
 Print Name: GARY SCHENK

Date: 12-7-21

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



of Fine

Owner: Memorial Villages Water Authority
Engineer: Langford Engineering
Contractor: Wharton-Smith, Inc.

	May	Jun	Jul
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TASK TWO: All Activities

Owner: Memorial Villages Water Authority
 Designer: Engineer: Langford Engineering
 Contractor: Wharton-Smith, Inc.

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
FD1120	Fab/Deliver GST Starter Ring	80	0	08-Jun-21A	30-Sep-21A	
FD1060	Fab/Deliver Flow Meters / Signal Transmitter	50	0	02-Jun-21A	30-Sep-21A	
FD1060	Fab/Deliver Electrical Material	20	0	01-Jul-21A	20-Sep-21A	
FD1100	Fab/Deliver MCC	80	0	01-Aug-21A	18-Nov-21	61
FD1000	Fab/Deliver Concrete Reinforcement	14	6	27-Sep-21A	30-Nov-21	46
FD1070	Fab/Deliver Pipe Package	50	0	22-Oct-21A	12-Jan-22A	
FD1110	Fab/Deliver Windows / Doors	40	40	03-Nov-21A	25-Jan-22	57
FD1020	Fab/Deliver Protective Coatings	15	15	15-Dec-21	18-Jan-22	62
FD1060	Fab/Deliver Fence	32	32	26-Jan-22	10-Mar-22	40
FD1060	Fab/Deliver Cabling / Dwyers	30	30	26-Jan-22	05-Mar-22	14
CONSTRUCTION ACTIVITIES						
MGR1000	W/S Mobilization	1	0	05-Jul-21A	06-Jul-21A	
SITEWORK & EARLY WORK ACTIVITIES						
SW1030	Initial Survey	24	112	06-Jul-21A	05-May-22	38
SW1020	Owner Control Point Establishment	1	0	06-Jul-21A	07-Jul-21A	
SW1010	SWPPP	5	0	06-Jul-21A	06-Jul-21A	
YP1030	Tie-In @ East 12" Distribution Line	5	0	12-Jul-21A	16-Jul-21A	
SW1080	Line Stop at 12" Water Line	2	0	06-Aug-21A	16-Aug-21A	
SW1080	Bore Drilling for 12" Water Line	10	0	06-Aug-21A	10-Aug-21A	
SW1000	Install Temp Power Service	60	0	01-Aug-21A	11-Aug-21A	
SW1025	Saw Cut Paving / Paving Modifications at Parking Lot	15	23	16-Sep-21A	23-Dec-21	109
EE1000	Electrical Ductbank from Service Pole to Building	10	0	15-Sep-21A	17-Sep-21A	
SW1100	Install Permanent Power Service	60	18	22-Sep-21A	18-Dec-21	75
SW1110	Install Add Duct Bank From C8 to Wall	14	0	04-Nov-21A	13-Nov-21A	
SW1060	Paving Repair and Place New Paving/Paint at Parking	16	15	19-Nov-21	13-Dec-21	112
YP1005	Install 16" Water Vault	12	12	19-Nov-21	08-Dec-21	120
YP1110	Install South 12" Supply Line underground & Main V	8	8	19-Nov-21	28-Nov-21	92
YP1010	Install Storm Structures / Pipe at Parking Lot Area	10	10	03-Jan-22	14-Jan-22	109
SW1040	Install Fence	20	20	11-Jan-22	07-Apr-22	40
SW1070	Paving Repair at GST Area	15	15	15-Apr-22	05-May-22	30
SW1060	Site Cleanup/Restoration	10	10	22-Apr-22	05-May-22	30
GROUND STORAGE/TANKS						
GST1000	Demol GST's and Waste Material Disposal	12	97	01-Oct-21A	15-Nov-21A	0
GST1010	Prepare Subgrade	5	0	01-Oct-21A	15-Oct-21A	
GST1020	Tank Drains under tank floors	5	0	05-Nov-21A	15-Nov-21A	
GST 1						
GST1030	GST 1 FRP Tank Starter Foundation and Floor Cont	20	15	11-Nov-21A	06-Dec-21	0
A1020	GST 1 Floor Cure Time	7	7	07-Dec-21	13-Dec-21	0
GST1040	GST 1 Construction	49	49	14-Dec-21	28-Feb-22	0
GST1070	GST 1 Floor Coating	6	6	01-Mar-22	07-Mar-22	0
GST1140	GST 1 Install Valves @ All Nozzles	2	2	01-Mar-22	02-Mar-22	13
GST1150	GST 1 Floor Coating Cure Time	5	5	08-Mar-22	14-Mar-22	6
GST1080	GST 1 Leak Test	12	12	15-Mar-22	30-Mar-22	5
GST1090	GST 1 Deflection / Bore Test	6	6	31-Mar-22	07-Apr-22	5



MYVA Gaylord Water Plant Improvements 11/19/2021 Update

Owner: Memorial Village Water Authority
Engineer: Langford Engineering
Contractor: Wharton-Smith, Inc.
Start Date: April 12, 2021

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
GST 2						
A1060	GST 2 FRP Tank Starter Foundation and Floor Coating	20	15	12-Nov-21A	08-Dec-21	6
A1030	GST 2 Floor Cure Time	7	7	07-Dec-21	13-Dec-21	7
GST1060	GST 2 Construction	49	49	14-Dec-21	28-Feb-22	15
GST1075	GST 2 Install Valves @ All Nozzles	2	2	01-Mar-22	03-Mar-22	10
GST1100	GST 2 Floor Coating	5	5	08-Mar-22	14-Mar-22	0
GST1130	GST 2 Floor Coating Cure Time	5	5	15-Mar-22	21-Mar-22	0
GST1110	GST 2 Leak Test	12	12	22-Mar-22	04-Apr-22	0
GST1120	GST 2 Disinfection / Bio-T Test	6	6	07-Apr-22	14-Apr-22	0
BOOSTER PUMP STATION						
BP1000	Demo Booster Pump Station	93	93	01-Oct-21A	07-Oct-21A	13
BP1005	Saw Cut Paving and Pipe Demo	5	5	07-Dec-21	13-Dec-21	35
BP1020	Layout / Prep Subgrade	3	3	07-Dec-21	08-Dec-21	35
BP1030	FRP Foundation / Pump Peds	15	15	10-Dec-21	07-Jan-22	35
BP1040	Install Pumps	5	5	10-Jan-22	14-Jan-22	35
BP1050	Process Piping Install	15	15	17-Jan-22	04-Feb-22	35
EE1010	Electrical / I&C	10	10	07-Feb-22	16-Feb-22	35
MCC IMPROVEMENTS						
BD1000	Demo Existing MCC	123	123	01-Oct-21A	07-Oct-21A	13
BD1010	Saw Cut / Remove MCC Slab	4	4	01-Oct-21A	24-Nov-21	13
BD1020	Excavate / Install New MCC Conduit	20	20	01-Oct-21A	22-Oct-21A	13
BD1030	Backfill (C-Sand)	2	2	17-Nov-21A	18-Nov-21A	13
BD1040	FRP New MCC Slab	2	2	18-Nov-21A	24-Nov-21	13
BD1050	Window Replacement	3	3	18-Nov-21	23-Nov-21	13
EE1015	Install NEW MCC	15	15	29-Nov-21	17-Dec-21	13
EE1020	Electrical and I&C	20	20	20-Dec-21	24-Jan-22	13
EE1030	Accessory Panel Modifications	15	15	20-Dec-21	17-Jan-22	13
BD1060	Install Partition Wall / Sliding Door / Drywell	8	8	09-Mar-22	18-Mar-22	14
BD1080	Interior Ceiling Improvements	5	5	21-Mar-22	25-Mar-22	14
BD1090	Clean / Surface Prep / Coat (Interior/Exterior)	5	5	28-Mar-22	01-Apr-22	14
YARD PIPING & METER VAULTS						
YP1040	Install 3/4" Service Line	111	111	11-Oct-21A	07-Apr-22	10
YP1000	Saw Cut Paving / Pipe Demo and Cap	3	3	11-Oct-21A	15-Oct-21A	72
YP1060	Install 4" Water Line	15	15	11-Oct-21A	13-Dec-21	72
YP1120	Install 12" Wet Supply Line to GST's	3	3	18-Oct-21A	22-Oct-21A	97
YP1080	Install 18" Suction Line underground @ BPS Header	8	8	19-Oct-21A	19-Nov-21	76
YP1130	Install 16" Flowmeter	3	3	19-Nov-21	23-Nov-21	94
YP1015	Tank Drain with Storm Inlets at Tanks	8	8	19-Nov-21	02-Dec-21	7
YP1020	Install North 12" Supply Line underground & Meter V	10	10	14-Dec-21	04-Jan-22	72
YP1070	Install 16" Suction Line @ GST's	8	8	01-Mar-22	10-Mar-22	15
YP1080	Install 12" EQ Line	5	5	01-Mar-22	07-Mar-22	10
YP1090	Install 18" COH SW Fill Line	6	6	01-Mar-22	07-Mar-22	10
YP1100	Install 12" COH SW Fill Line	8	8	08-Mar-22	17-Mar-22	10
YP1135	GST Tie in to Yard Pipe (Tank 1 & 2)	10	10	18-Mar-22	31-Mar-22	10

Primary Baseline Remaining Work Milestone
Actual Work Critical Remaining Work Summary

TASK Filter: All Activities

Page 3 of 4

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Vision Systems, Inc.
Activity ID

MVWA Gaylord Water Plant Improvements 11/19/2021 Update

Owner: Memorial Village Water Authority
Engineer: Langford Engineering
Contractor: Wharton-Smith, Inc.
Start Date: April 12, 2021

Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
YP1140 Pipe Distribution	5	5	8-0-Apr-22	07-Apr-22	10																
PC1000 Start Up Testing / Owner Training	5	5	8-15-Apr-22	21-Apr-22	0																
PC1010 Project Purchase	45	45	15-Apr-22	17-Jun-22	0																

Legend:
■ Pipe Distribution
■ Start Up Testing / Owner Training
■ Project Purchase

Primary Baseline
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

ITEM 5

CHANGE ORDER NO. 1 & FINAL

December 7, 2021

Mr. Gary Schenk, President
and Board of Supervisors
Memorial Villages Water Authority
8955 Gaylord
Houston, Texas 77024

Subject: Request for approval of rates on labor and/or materials and/or equipment.

Contractor: C3 Constructors, LLC

Project: Replacement of Grit Classifier at Wastewater Treatment Plant
LEI Job No. 032-115, Contract No. 1

Original Contract Amount: \$226,000.00

Dear President and Board of Supervisors:

Your approval is requested for the following adjustment of unit bid price quantities, in order to determine the adjusted Final Contract amount.

<u>Description</u>	<u>Cost</u>
Underrun Bid Item Nos. 2	(-) \$(8,500.00)
Total This Change Order No. 1 & FINAL	(-) \$(8,500.00)
Original Contract Amount	<u>\$226,000.00</u>
Final Contract Amount	\$217,500.00

Exhibit C

Change Order No. 1 & FINAL
032-115, Contract No. 1

December 7, 2021
Page 2

Original Contract Time	150 Calendar Days
Extension of Time Change Order No. 1 & FINAL	<u>100 Calendar Days</u>
Total Time with Extensions	<u>250 Calendar Days</u>

Change Order No. 1 & FINAL represents a 3.76% decrease in the Original Contract amount.

Except as set forth hereinbefore, no conditions or covenants of the Contract are changed and/or waived hereby.

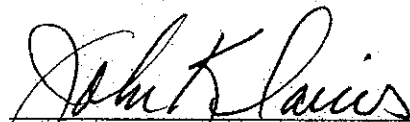
SUBMITTED FOR APPROVAL:

ACCEPTED:

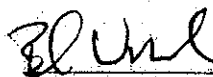
LANGFORD ENGINEERING, INC.

C3 CONSTRUCTORS, LLC

By:


John K. Davis, P.E.
President

By:



Date

12-7-2021

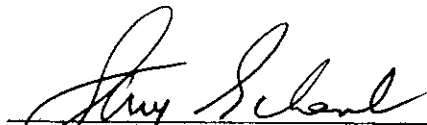
Date

12/7/21

APPROVED:

MEMORIAL VILLAGES WATER AUTHORITY

By:


Gary Schenk
President

Date

12-7-21

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1- 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-828986

Date Filed:
12/03/2021

Date Acknowledged:

1. Name of business entity filing form, and the city, state and country of the business entity's place of business.

C3 Constructors
Willis, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Memorial Villages Water Authority

3. Provide the Identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

032-115

Replacement of grit classifier at wastewater treatment plant - Deductive Change Order No. 1

[illegible]

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Chris Wade, and my date of birth is 9/18/71

My address is 104 Hiwon Dr Conroe TX 77304 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Montgomery County, State of Texas, on the 3 day of December, 20 21.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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

MONTHLY ESTIMATE NO. 1 & FINAL
032-115, Contract No. 1

Memorial Villages Water Authority

Replacement of Grit Classifier at Wastewater Treatment Plant

25-Mar-21

Thru

30-Nov-21

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

Contractor: C3 Constructors, LLC
502 W Montgomery Street, Suite 515
Willis, Texas 77378

Contract Time: 150 Calendar Days Extensions: 100 Calendar Days

Total Time: 250 Calendar Days Time Used: 250 Calendar Days

Contract Dated: 5-Jan-2021

Work Order Dated: 25-Mar-2021

Completion Date: 22-Aug-2021 (Scheduled)
30-Nov-2021 (Actual)

Percent Time Used: 100%

Percent Complete: 100%

Current Contract: \$217,500.00

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Period	Work This Period	Qty To Date	Unit Price	Total Amount
Base Bid Items								
1.	Removal, Proper Disposal of Existing Grit Classifier (in Compliance with all Applicable State and Local Laws), and Installation of Proposed Grit Classifier Equipment (Excluding Grit Classifier Equipment) Including Tie-In to Existing Controls, Electrical Wiring as Required, Concrete Slab Connections, Etc., as Required, Complete in Place (Include Piping Modification Cost in Alternate Bids)	1	L.S.	0.00	1.00	1.00	\$ 44,000.00	\$44,000.00
2.	Materials and Labor for Removal and Replacement of 4" Backwater Valve/Floor Drain, as Manufactured by Wade, or Approved Equal, as per Plans and Specifications, Complete in Place	1	L.S.	0.00	0.00	0.00	\$ 8,500.00	\$0.00
3.	Removal and Replacement of Ductile Iron Piping (ANSI/AWWA C115/A21.15), CL 53, Including, but not Limited to Fittings, Valves, Supports, and Coating as Approved by Engineer, as per Plans and Specifications, Complete in Place	1	L.S.	0	1	1	\$ 36,000.00	\$36,000.00
Alternate Bid Items								
B.	Furnish Grit Classifier, as Manufactured by WEMCO, or Approved Equal, Including Supports and any Associated Piping Modifications for Reconnection to Existing Inlet, Overflow, and Drain Piping, Start-Up, and Full MWWA Approval, as per Plans and Specifications, Complete in Place	1	L.S.	0.00	1.00	1.00	\$ 137,500.00	\$137,500.00

Summary of Work to Date

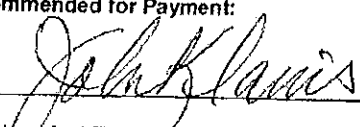
Work Performed to Date	\$217,500.00
Less 0% Retainage	\$0.00
Net Amount Earned to Date	\$217,500.00
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	\$0.00
Subtotal Work Completed and Materials Stored	\$217,500.00
Less Previous Payments	\$0.00
AMOUNT DUE THIS ESTIMATE	\$217,500.00

Summary of Adjusted Contract

Original Contract Amount	\$226,000.00
Change Order No. 1 & FINAL	\$ (8,500.00)
CURRENT CONTRACT AMOUNT	\$217,500.00

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

Recommended for Payment:

By: 
Langford Engineering, Inc.

Date: 12-02-2021

Print Name: John K. Davis

Accepted:

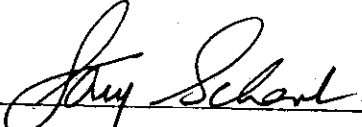
By: 

Date: 12-2-21

C3 Constructors, LLC

Print Name: Billy Wade

Approved:

By: 

Date: 12-7-21

Memorial Villages Water Authority

Print Name: GARY SCHENK

Distribution:

Memorial Villages Water Authority (1)
Norton Rose Fulbright US, LLP (1)
Langford Engineering, Inc. (2)
C3 Constructors, LLC (1)

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

Billy Wade being first duly sworn states that he is the Project Manager for C3 Constructors LLC of Montgomery County of Texas, hereinafter called "Company", and the said Company has performed work and/ or furnished labor for Memorial Villages Water Authority hereinafter called "Owner" pursuant to a contract, dated January 5, 2021 with Owner (hereinafter called "CONTRACT") for the construction of Grit Classifier Replacement Project. That all just and lawful invoices against the Company for labor, materials, and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

Contractor: C3 Constructors, LLC

Date: December 1, 2021

By: [Signature]

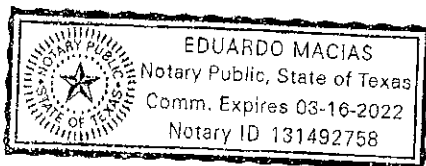
STATE OF TEXAS
COUNTY OF Montgomery

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally, appeared Billy Wade known to be the acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of December, 2021.

My Commission Expires: (SEAL)

[Signature]
Notary Public in and for the State of Texas



**CONDITIONAL WAIVER AND RELEASE OF
LIEN UPON PROGRESS PAYMENT**

OWNER: Memorial Village Water Authority

CONTRACT FOR: Grit Classifier Replacement

PROJECT: 032-115

CONTRACT DATED: January 5, 2021

STATE OF: TEXAS

COUNTY: MONTGOMERY

The undersigned does hereby acknowledge that upon receipt of a check from Owner in the sum of **\$217,500.00** payable to the Contractor, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any and all liens and or claims including but not limited to, any lien, stop notice, or bond right with respect to any labor, services, materials, and/or equipment provided on or for the above referenced Project through and including the Release Date. Notwithstanding the foregoing, the undersigned does not waive its claim to any retainage withheld by the General Contractor or Owner through and including the Release Date or extras furnished before or on the release date for which payment has not been received.

Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including the rights between parties to the furnished labor, services, equipment, or material covered by the is release if that furnished labor, serves, equipment, or materials was not compensated by the progress payment.

RELEASE DATE: **December 1, 2021**

CONTRACTOR: C3 Constructors

I hereby certify that I have the power and authority to execute this Waiver of Lien and/or Claim for and on behalf of the Contractor.

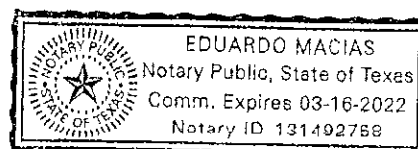
BY: *RE. Wil*
(signature of authorized representative)

Billy Wade - Project Manager
(printed name and title)

Subscribed and sworn to before this 1st
day of December, 2021.

Notary Public: *Eduardo Macias*
(Print Name of Notary Public)

My Commission Expires: 03-16-2022



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

OWNER	[]
ARCHITECT	[]
CONTRACTOR	[]
SURETY	[]
OTHER	[]

Bond #LICX1195314

PROJECT:
(name, address) Replacement of Grit Classifier at Wastewater
Treatment Plant, LEI Job No. 032-115, Contract No. 1

TO (OWNER) Memorial Villages Water Authority
c/o Langford Engineering, Inc.
1080 W. Sam Houston Pkwy. N.
Suite 200
Houston, Texas 77043-5014

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Construction

CONTRACT DATE:

CONTRACTOR: C3 Constructors, LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Lexon Insurance Company
12890 Lebanon Road
Mt. Juliet, TN 37122

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

C3 Constructors, LLC
502 West Montgomery St. #515
Willis, Texas 77378

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

Memorial Villages Water Authority
c/o Langford Engineering, Inc.
1080 W. Sam Houston Pkwy. N. Suite 200
Houston, Texas 77043-5014

, OWNER,

as set forth in the said Surety Company's bond,

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this November 17, 2021

Attest:

By: Misty Wilt
Name: Misty Wilt
Title: Surety Witness

Lexon Insurance Company

Surety Company

By: Scott David Chapman
Signature of Authorized Representative

Scott David Chapman, Attorney-in-Fact

(Seal)

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706 CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND
CLAIMS, Current Edition



SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11221

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Scott D. Chapman, Misty Witt, Rosalyn Hassell, Elaine Lewis, Cheryl R. Colson

as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation By: <i>Richard M Appel</i> Richard Appel, SVP & Senior Counsel 	Endurance American Insurance Company By: <i>Richard M Appel</i> Richard Appel, SVP & Senior Counsel 	Lexon Insurance Company By: <i>Richard M Appel</i> Richard Appel, SVP & Senior Counsel 	Bond Safeguard Insurance Company By: <i>Richard M Appel</i> Richard Appel, SVP & Senior Counsel 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public, My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 17 day of November, 2021.

By: *Daniel S. Lohr*
Daniel S. Lohr, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimsAdministration@sompo-int.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Lexon Insurance Company

Please send all notices of claim on this bond to:

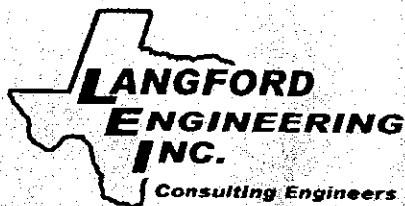
Lexon Insurance Company

Attn: Claims Dept.

12890 Lebanon Road

Mt. Juliet, TN 37122

(615) 250-3040



TBPE No F-449

December 7, 2021

Mr. Gary Schenk, President
and Board of Supervisors
Memorial Villages Water Authority
8955 Gaylord
Houston, Texas 77024

Mr. Chris Wade
President
C3 Constructors, LLC
502 W. Montgomery Street, Suite 515
Willis, Texas 77378

Subject: Certificate of Completion, Memorial Villages Water
Authority, Replacement of Grit Classifier at Wastewater
Treatment Plant
LEI Job No. 032-115, Contract No. 1

Ladies and Gentlemen:

Pursuant to contractual requirements as set forth in "General Conditions of Construction Contract," the Engineers are required to issue a Certificate of Completion prior to, or simultaneously with, submitting an Estimate for final payment to a Contractor. Thus, this Certificate of Completion has been prepared to accompany the Final Estimate and related documents for the project identified as "Replacement of Grit Classifier at Wastewater Treatment Plant, LEI Job No. 032-115, Contract No. 1," which was constructed by C3 Constructors, LLC, in accordance with a Contract executed between the OWNER and said Contractor on January 5, 2021.

Said facilities have been given a final inspection by representatives of the OWNER, the Contractor, and the Engineer. All deficiencies observed during the final inspection have been addressed.

O:\Current Projects\032_Memorial Villages\032-115 #1 Replacement of Grit Classifier at WWT\013 Construction Phase Services\Correspondence\032-115 #1 2021 11 29 Certificate of Completion.docx

1080 W. SAM HOUSTON PKWY. N. ♦ SUITE 200 ♦ HOUSTON, TX 77043-5014
PHONE (713) 461-3530 ♦ FAX (713) 932-7505
www.LangfordEng.com



Mr. Gary Schenk, President
and Board of Supervisors
Mr. Chris Wade
December 7, 2021
Page 2

To the best of our knowledge, the subject facilities have been completed in accordance with the Plans and Specifications and one (1) change order was issued. Therefore, in accordance with "General Conditions of Construction Contract," we hereby issue our Certificate of Completion.

Your attention is directed to Paragraph 14, General Conditions of the Construction Contract, which sets forth the terms and conditions of the guarantee provided on workmanship and materials. This one-year guarantee period commences on the date of the Certificate of Acceptance, which is to be issued by the OWNER.

The cost of this project is summarized below:

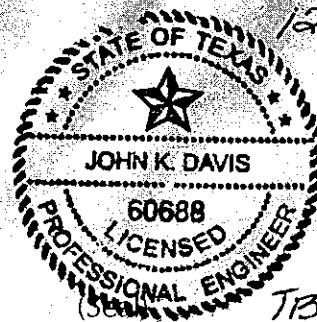
Original Contract Amount	\$226,000.00
Change Order No. 1 & FINAL	\$ (8,500.00)
Final Contract Amount	\$217,500.00

Thus, C3 Constructors, LLC is entitled to a final payment of Two Hundred Seventeen Thousand Five Hundred Dollars (\$217,500.00). Which is the original contract amount, Two Million Twenty-Six Thousand Dollars (\$226,000.00) less underrun Bid Item of Eight Thousand Five Hundred Dollars (\$8,500.00), resulting in a Final Payment and Adjusted Final Contract Amount of Two Hundred Seventeen Thousand Five Hundred Dollars (\$217,500.00) less no previous payments.

Sincerely,

LANGFORD ENGINEERING, INC.

John K. Davis, P.E.
President



12-07-2021

TBPE F#449

cc: Trey Cantu, General Manager, Memorial Villages Water Authority
Kathleen Ellison – Norton Rose Fulbright, US, LLP



MEMORIAL VILLAGES WATER AUTHORITY

8955 GAYLORD DRIVE, HOUSTON, TEXAS 77024-2903

PH: 713-465-8318 Email: Info@MVWA.Org FAX: 713-465-8387

December 7, 2021

Mr. Chris Wade
President
C3 Constructors, LLC
502 West Montgomery Street, Suite 515
Willis, Texas 77378

Subject: Certificate of Acceptance, Memorial Villages Water
Authority, Replacement of Grit Classifier at Wastewater Treatment
Plant
LEI Job No. 032-115, Contract No. 1

Dear Mr. Wade:

Pursuant to the Engineer's Certificate of Completion dated December 7, 2021, Memorial Villages Water Authority does hereby issue this Certificate of Acceptance of the subject facilities effective Tuesday, December 7, 2021.

Your Guarantee, as provided by the surety, is set forth in the Contract Documents, commences on Tuesday December 7, 2021, and expires one (1) year later, that is, Wednesday, December 7, 2022.

Sincerely,

MEMORIAL VILLAGES WATER AUTHORITY

A handwritten signature in black ink, appearing to read "Gary Schenk".

Gary Schenk, President
Board of Supervisors

cc: John K. Davis, P.E. – Langford Engineering, Inc.
Trey Cantu – General Manager, Memorial Villages Water Authority
Kathleen Ellison – Norton Rose Fulbright, US, LLP



MEMORIAL VILLAGES WATER AUTHORITY

8955 GAYLORD DRIVE, HOUSTON, TEXAS 77024-2903

PH: 713-465-8318 Email: Info@MVWA.Org FAX: 713-465-8387

Mr. Chris Wade
President
C3 Constructors, LLC
502 West Montgomery Street, Suite 515
Willis, Texas 77378

Subject: Certificate of Acceptance, Memorial Villages Water
Authority, Replacement of Grit Classifier at Wastewater
Treatment Plant

LEI Job No. 032-115, Contract No. 1

Dear Mr. Wade:

Pursuant to the Engineer's Certificate of Completion dated December 7, 2021, Memorial Villages Water Authority does hereby issue this Certificate of Acceptance of the subject facilities effective Tuesday, December 7, 2021.

Your Guarantee, as provided by the surety, is set forth in the Contract Documents, commences on Tuesday December 7, 2021, and expires one (1) year later, that is, Wednesday, December 7, 2022.

Sincerely,

MEMORIAL VILLAGES WATER AUTHORITY

Gary Schenk, President
Board of Supervisors

Imm

cc: John K. Davis, P.E. – Langford Engineering, Inc.
Trey Cantu – General Manager, Memorial Villages Water Authority
Kathleen Ellison – Norton Rose Fulbright, US, LLP

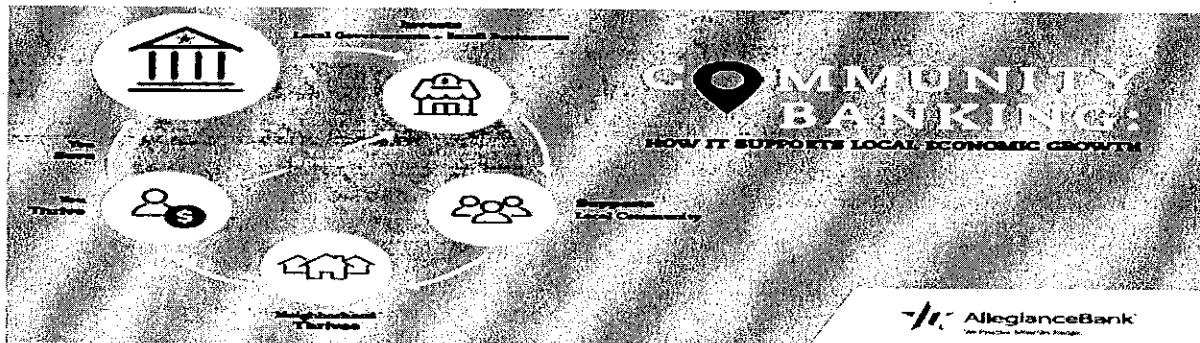
ITEM 7

Executive Summary

Allegiance Bank welcomes the opportunity to respond to the Memorial Villages Water Authority's request for proposal for depository services. Allegiance Bank is based in Houston and takes great pride in supporting our clients and communities through our "Super Community Bank Strategy". At its core - this strategy requires that the bank focus on the right size client - be responsive to our customers - serve the local market well and leverage our size and resources and experience to help our clients and the community succeed.

Allegiance Bank has built upon this strategy by investing in the creation of a Government Banking team in 2020 to help support public fund entities within the Bank's footprint. The team is tasked with supporting government clients, such as the Memorial Villages Water Authority. For example, the team is monitoring daily - the collateral position of the authority and reporting, as well as distributing the monthly collateral reporting, if desired. The Bank understands that Texas codes outline the guidelines that must be maintained in order to have a banking relationship with a government entity. In addition each entity has an investment policy that further defines any additional requirements that may exist in establishing the relationship. The Government Banking team members assigned to help support our government clients have a combined 87 years banking experience - with 53 of those years dedicated to serving Texas public fund clients.

Allegiance Bank desires to continue the long term partnership with the Authority - working together in a mutually beneficial relationship - in what we refer to as "full circle banking". When the authority chooses to entrust Allegiance Bank with your deposits - those deposits are then used to lend to small business owners in the area - helping these local businesses grow and thrive - which in turn helps the communities grow and thrive - which ultimately means - more reliance on Authorities like Memorial Villages to help serve the community - "full circle banking". This is all possible due to the choice of where the authority chooses to place your deposits and trust.





Allegiance Bank does not take the opportunity to work with the authority lightly. It is imperative that we deliver on our commitment to provide responsive, experienced service combined with the treasury management services that allow the authority to operate efficiently while protecting the Authority's assets from potential fraud losses. Our Government Banking team regularly attends government educational seminars and conferences across the State, leveraging these events to provide updates to our clients on the trends within the government sectors.

The enclosed response for application highlights how Allegiance Bank and the Government Banking team will serve the authority- keeping in mind the criteria for evaluation- this includes the following:

Convenient Location- Allegiance Bank has a convenient location to serve the Authority at 8800 Katy Freeway Suite 110 Houston, TX 77024 – Rene Avides, Office Manager, will ensure the Authority's branch activities are processed as expected. (.5 miles from the Authority.)

Local Community Bank- All decision makers, personnel, service and operations located in the Houston area.

Zero fees for banking supplies- Allegiance Bank will provide checks, deposit slips, deposit bags, and endorsement stamps at no charge to the authority during the transition of the accounts.

Competitive Interest Rate- Allegiance Bank proposes an initial rate of .10% for the Authority's Interest Bearing account(s). If interest rates rise during the life of the relationship, the authority will benefit from a rising rate environment.

Competitive Pricing- With a competitive Earnings Credit Rate (ECR) of .65% and volumes/balances provided, the Authority would incur no fees. In a rising rate environment, the Authority will continue to benefit with a market competitive ECR.

Allegiance Business eBanking- provides the Authority online access to reports, notifications, transactions, electronic transfers, images and fraud protection tools. This can be accessed by computer, tablet or smart phone.

Dedicated Local Government Banking Team- To help support the Authority- the team monitors collateral positions daily and distributes monthly collateral reports. The team can also provide consultative services to the authority by reviewing existing processes and looking for ways to improve efficiencies.



Allegiance Bank recognizes the time and effort that is put forth in evaluating proposals. Your team at Allegiance is committed to continuing the partnership established with the Authority. Your local relationship team – led by Michelle Valencia, are available as needed to respond to question about this response and beyond- as we seek to continue the long term, mutually beneficial relationship between the Memorial Villages Water Authority and Allegiance Bank.

Respectively submitted,

Michelle Valencia

Vice President

Relationship Mgr.-Government Banking

832.727.2459

michelle.valencia@allegiancebank.com

Kimberly Hunter

Sr. Vice President

Treasury Management Sales-Government Banking

281.740.0309

kimberly.hunter@allegiancebank.com

The Authority's Relationship Team:

Michelle Valencia- Vice President- Government Banking

Michelle Valencia is a Vice President with Allegiance Bank. She began her banking career in 1994 working in community banking sales, service, operations and management. In 2004, her focus transitioned solely on Public Fund depository. As a Relationship Manager for Public Fund depository relationships with a national bank she was directly responsible for acquiring, advising, and maintaining relationships as large as the City of Pearland, as well as meeting the needs of less populace relationships such as City of Shenandoah. Her portfolio of clients has included cities, ISDs, utility districts and emergency services districts. Michelle is a member of the Government Finance Officers Association of Texas (GFOAT), Association of Water Districts (AWBD), Texas State Association of Fire and Emergency Districts (SAFE-D) and regularly attends the local luncheons of the Gulf Coast GFOAT and the state wide conferences of each association.

Kim Hunter-Sr Vice President- Treasury Management Sales Consultant

Kim, a Certified Treasury Professional-Treasury Management, serves as the dedicated treasury management consultant to the team's public fund clients- Kim is also in charge of TM product development at Allegiance. Kim has been in banking for 36 years, the last 23 years in Government Banking and takes great pride in offering solutions both financial products and best practices- that help clients remain efficient while managing their banking relationship.


Managing Your Account(s)
Customer Care: (281) 894-3200
Online Banking: AllegianceBank.com

Memorial Villages Water Authority

 Statement Date: 09/30/21
 Account: SM0010205221936
 Contact:
 Phone: 281-894-3200
 Settlement Method: Debit

ACCOUNT ANALYSIS STATEMENT

FOR THE PERIOD 09/01/21 THROUGH 09/30/21

BALANCE COMPUTATION FOR THE PERIOD

Average Daily Book Balance	5,877,758.16	5,877,758.16
Less Average Daily Float	0.00	0.00
Average Daily Collected Balance	5,877,758.16	5,877,758.16
Less DDA Balance Reserve Requirement (10.00%)		587,775.82
Balance To Support Services	5,289,982.34	5,289,982.34

ACCOUNT POSITION
ACCOUNT POSITION FOR THE PERIOD

	FEE BASIS	BALANCE BASIS
Current Period Credit (0.6500 %)	2,826.15	5,289,982.34
Current Period Analyzed Charges	1,237.99	2,317,263.32
Analyzed Charges Due after Credit	0.00	
TOTAL FEES NOW DUE	0.00	
Balance available to support other services		2,972,719.02


Managing Your Account(s)

Customer Care: (281) 894-3200

Online Banking: AllegianceBank.com

SERVICE CHARGE DETAIL

SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE
Interest Earned				
Interest Earned			483.10	904,264
Interest Earned Subtotal			483.10	904,264
Account Services				
Monthly Maintenance	2	15.0000	30.00	56,154
Chargeback	1	7.5000	7.50	14,038
Subtotal Account Services			37.50	70,192
Depository Services				
Checks Written	105	.1500	15.75	29,481
Checks Deposited On Us	6	.1200	0.72	1,348
Checks Deposited Local	1,564	.1200	187.68	351,298
ACH Credits	47	.1200	5.64	10,557
ACH Debits	17	.1500	2.55	4,773
Deposit Correction	0	5.0000	0.00	0
Deposit	7	.3000	2.10	3,931
Subtotal Depository Services			214.44	401,388
Information Reporting/BEB				
Premium Reporting	1	35.0000	35.00	65,513
Online Stop Payment	1	20.0000	20.00	37,436
Subtotal Information Reporting/			55.00	102,949
ACH Origination Services				
Per Month Fee	2	30.0000	60.00	112,308
Per Batch	1	.0000	0.00	0
ACH Per Item	1,578	.1500	236.70	443,054
Per NOC Transaction	0	3.0000	0.00	0
Per Return Transaction	3	5.0000	15.00	28,077
Per Incoming Addenda	0	.1000	0.00	0
ACH Setup Fee	1	.0000	0.00 *	
Subtotal ACH Services			311.70	583,438
Wire Transfer Services				
Incoming Wire Domestic	0	6.0000	0.00	0
Outgoing Online Domestic Wire	1	10.0000	10.00	18,718
Outgoing Wire Email Advice	1	.0000	0.00	0

Managing Your Account(s)

Customer Care: (281) 894-3200

Online Banking: AllegianceBank.com

SERVICE CHARGE DETAIL

SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE
Incoming Wire Email Advice	0	.0000	0.00	0
Wire Setup Fee	1	.0000	0.00 *	
Subtotal Wire Services			10.00	18,718
Remote Deposit Services				
Deposit Express Monthly Service	1	75.0000	75.00	140,385
Subtotal Remote Deposit Service			75.00	140,385
Positive Pay Services				
Check Positive Pay Per Module	1	5.0000	5.00	9,359
Check Positive Pay Per Account	1	10.0000	10.00	18,718
ACH Positive Pay Per Module	1	5.0000	5.00	9,359
ACH Positive Pay Per Account	2	10.0000	20.00	37,436
Per File Transmission	1	1.0000	1.00	1,872
Positive Pay Per Item Keyed	105	.0500	5.25	9,827
Positive Pay Payee Match	1	5.0000	5.00	9,359
Per Check Positive Pay Exception	0	3.0000	0.00	0
Positive Pay ACH Exception	0	3.0000	0.00	0
Subtotal Positive Pay Services			51.25	95,929

SERVICE SUMMARY

Total Activity Charges	1,237.99	2,317,263
Total Charges Listed Before Credit	1,237.99	2,317,263
Analyzed charge subtotal	1,237.99	2,317,263
Total Service Fee Savings due to Special	50.00	

\$1,871.79 in collected balance will offset \$1.00 of charges.

This factor includes a provision for reserves.

BANK DEPOSITORY SERVICES

A. On-Line Banking Services - Our **Business eBanking** portal delivers real-time account information 24/7 and provides balances, detailed transaction reporting, images of paid checks and deposits, and online payment origination. You also have the **ability** to review positive pay exceptions and place stop payment orders as needed. Our system is updated by 5:00am CST, Tuesday – Saturday.

Interactive Demo

Use the following button to access an interactive demo for our Business eBanking site.*

**Note: This demo may contain features and functionality which differs from your current level of service.*

DEMO

A demonstration can be scheduled upon request. *Demo opens in Chrome only. Full application works in other browsers.

Features & Benefits

- Easy access to view your account information 24/7
- Review account history and images for up to 18 months
- Ability to export detailed information including HTML, Tab delimited, CSV, PDF, and BAI V2 formats
- Simplified controls to add, delete, and edit user access
- View positive pay (check and ACH) exceptions and make payment decisions
- Initiate and approve wire transfers and ACH transactions
- Submit stop payment requests for lost or stolen checks
- Transfer between linked accounts on demand, future dated, or recurring
- Initiate external transfers via ACH

Reports included with monthly fee

- Previous day - 18 month retention
- Monthly statements - 18 month retention
- Images of checks paid and deposited - 18 month retention
- Stop Payment
- Check Return - Images and Notification
- ACH Return/Notice of Change
- Reconciliation
- Wire Transfer
- Electronic Data Interchange (EDI)

B. Positive Pay and Account Reconciliation Service—Positive Pay provides additional security to ensure checks issued are paid as they are intended. The service will compare the check number, dollar amount, and payee of the actual check to the check issue file provided by the Authority prior to disbursing the checks. The Authority has the option to transmit the check issue file by submitting a CSV file through a SFTP transmission folder, uploading through the online portal, or manually entering the check information through the online portal.



Features & Benefits

- Teller validation to minimize the risk of fraud. Positive Pay check issue files are processed real-time and reported directly to the teller lines.
- Payee Match additional layer to verify the payee of the check
- Customized file definitions to match various file formats
- Front/Back image retrieval on all exceptions provided through Business eBanking portal.

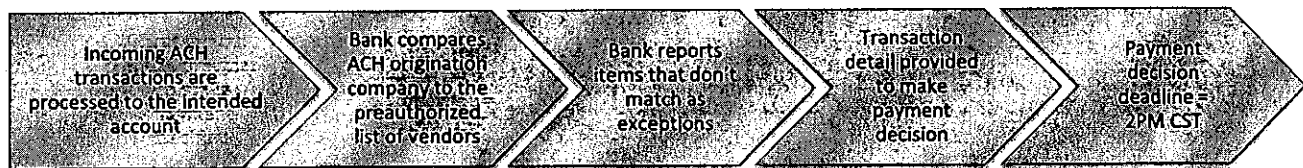
Positive Pay exceptions are reported through the Business eBanking portal and mobile application. Text or email alerts can be setup for individual users to be notified. The first email notification is sent at 8am CST and a reminder email will be sent at 9am CST. The final notification will be a phone call from the Relationship team requesting a decision at 10am CST. After all attempts to notify the Authority fail, items pending decisions will be returned at 10:30am CST for the protection of the Authority.

How it works:



ACH Debit Blocking ACH Positive Pay is available to protect the Authority from unauthorized ACH debits. The Authority may permit certain vendors to debit the account by preauthorizing the ACH Company ID or you can block all transactions but not preauthorizing any vendors. The Authority will review all transactions online that are not preauthorized and reported as exceptions to designate the decision to pay or return by 2pm CST. Protect your exposure from the growing risks of potential fraud, providing you with peace of mind.

How it works:



~~option to send a~~ **Direct Debit** ~~The Authority has the option to send a NACHA formatted file directly through a~~
~~ACH file through the ACH~~ **SFTP** ~~transmission folder or to upload through the online ACH application. Both submission options~~
~~will need a second user~~ **require one individual user to upload the file and a second user to view and approve the file prior to**
processing.

~~ACH templates for~~ **The online ACH application also provides templates for ACH transactions based on the**
~~ACH PPD, CCD, CTX~~ **payment type. The payment types include PPD, CCD, CTX,**

~~4pm Central Time~~ **The next day transmission deadline is 4pm Central Time on all business days with the**
~~exception of Federal Holidays~~ **exception of Federal Holidays. ACH Transactions cannot be processed on a Federal Holiday**
~~so additional time should be included to ensure the payment is received on the desired~~
effective date.

~~The settlement account can be debited on the file submission date or the effective date of the~~
~~file. This will be discussed and agreed upon during the implementation planning session.~~

~~ACH Reporting allows company users to view returned ACH transactions and Notice of~~
~~Change (NOC) information in Business eBanking and update their records so future ACH~~
~~transactions contain correct information. Notices of Change are linked to the ACH templates~~
~~they affect (when applicable) so company users can apply the changes quickly. Alerts can be~~
~~used to for notification of Notices of Change and returns automatically.~~

- E Remote Deposit Capture** – Image Cash Letter processing provides a faster, easier and better way to deposit checks from the convenience of your office.

Process Flow:



Features & Benefits

- Convenience – deposits can be made 24/7 from your office
- Save time by not delivering deposits to the Bank for processing
- Elimination of multiple bank accounts by consolidating deposits into one bank
- Reduced risk of theft while transporting checks to the bank
- Online images are available for 60 days

F. **Account Analysis** – Interest earned and paid to the Authority will be reflected on the account analysis statement. Option 1, interest amount is subtracted from the earnings credit allowance. Option 2, interest amount is charged as a service fee item. Both net the same result, but will be reported to the preference of the Authority.

G. **Bank Statements** – Online bank statements are available the second business day of the month for the previous month's activity. Paper statements can be mailed upon request but not recommended to minimize risk for fraud.

H. **Collateralization** – The Bank prefers to use the FHLB for collateral pledging. In addition- the Bank maintains a daily process for monitoring collateral. If additional collateral is needed- collateral can be added- typically same day- if processed before 3pm CST.

I. **Payment for Services** – Earnings credit allowance is calculated based on the average collected balance Xs current earnings credit rate (.65%) Xs days in month / days in year. The earnings credit allowance can be used to offset any bank service fee assessed via account analysis. All items listed on RFA Fee Schedule will be covered.

J. **Account Settlement** – Settlement of the excess/deficient condition as reflected by the group level account analysis is to occur on a quarterly basis. If deficient, settlement is to be made by direct debit to the Authority's Concentration Account. Comment. Settlement can be monthly, quarterly, semi-annual, or annual. The Bank recommends annually but will defer to the Authority's preference.

K. **Electronic Payments** – For both Direct Deposit of payroll and vendor payments, the Authority has the option to send a NACHA formatted file directly through a SFTP transmission folder or to upload through the online ACH application. Both submission options require one individual user to upload the file and a second user to view and approve the file prior to processing.

The online ACH application also provides templates for ACH transactions based on the payment type. The payment types include PPD, CCD, CTX.

The next day transmission deadline is 4pm Central Time on all business days with the exception of Federal Holidays. ACH Transactions cannot be processed on a Federal Holiday so additional time should be included to ensure the payment is received on the desired effective date.

The settlement account can be debited on the file submission date or the effective date of the file. This will be discussed and agreed upon during the implementation planning session.

ACH Reporting allows company users to view returned ACH transactions and Notice of Change (NOC) information in Business eBanking and update their records so future ACH transactions contain correct information. Notices of Change are linked to the ACH templates they affect (when applicable) so company users can apply the changes quickly. Alerts can be used to for notification of Notices of Change and returns automatically.



Central Bank

Public Funds Products & Services

With combined experience of over 120 years, Central Bank's Public Funds Department has developed products and services specifically for public entities. We understand what you need.

PRODUCTS

Our deposit accounts provide for the unique management of checking accounts by general managers, bookkeepers, operators, tax collectors, etc.

• **Demand Deposit Checking Account**—Non-interest bearing account. Nominal monthly service fees. Unlimited check writing. No fee for verification of "3 signatures required".

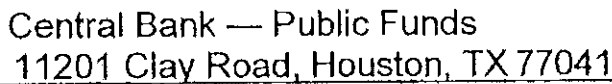
• **Money Market Accounts**—Nominal monthly activity service fee. Limited to 6 debits per month. Nominal fee for verification of "3 signatures required", if applicable.

• **Escrow Money Market Accounts**—No monthly activity service fee or wire fees. Limited to 6 debits per month. Exceptional rate offering.

SERVICES

Central Bank's experts will handle your business with:

- CDARS & ICS
- Certificates of Deposit
- Escrow Agreement Processing—Exceptional rate offering.
- Investment Policy Processing
- Pledge Agreement Processing
- "3 Signatures Required"—Manual verification of districts' signature requirements, regardless of the check amount. Nominal fee applicable.
- Complimentary Remote Deposit Capture.
- Positive Pay available.



Email

pfds@cbhou.com

832-782-5246
832-782-5247
832-782-5280

Rates Effective 10/18/2021**Certificate of Deposit Renewals & New Money**

	Rate	APY
90 - 179 days	Not quoting	
180 days	Not quoting	
181 days - 1 year	Not quoting	
18 months	Not quoting	

CDARS²

Term ³	Rate	APY
13 week	Not quoting	
26 week	Not quoting	
52 week	Not quoting	
2 year	Not quoting	

REMEMBER A DISTRICT IS ELIGIBLE FOR

\$250,000 FDIC EACH for Demand Deposits, Time/Savings/MMA Deposits & Bond Fund Deposits

	Rate	APY		Rate	APY
PF DDA*	0.00%	0.00%	PF Interest Checking**	0.005%	0.005%
Conditions per fee schedule.			Conditions per fee schedule.		
			As of 5/24/2021 this account is no longer being offered.		
PF MMA**		Tier 1	\$0.00 to \$999,999	0.03%	0.03%
Conditions per fee schedule and according to Money Market regulations.		Tier 2	\$1,000,000 to \$1,999,999	0.04%	0.04%
		Tier 3	\$2,000,000 and above	0.04%	0.04%
PF Special	Texpool's prior month average minus 15 basis points.			0.05%	0.05%

**PF Special
Development
Escrow MMA****

Conditions per fee schedule and according to Money Market regulations.

Texpool's prior month average minus 15 basis points.

ACCOUNT CONDITIONS

1. No standard fees, no wire fees, no monthly service charges, nor any TM Service fees.
2. Conditions per fee schedule and according to Money Market regulations.
3. Must be one of the following:
 - Standard third party escrow with TCEQ or TWBD, or
 - Project development with special conditions that may or may not be monitored by Central Bank with agreement conditions provided to Central, or
 - Project conditions between the developer and the district, etc.

Rate Disclosure

*No minimum balance required.

****No minimum balance required to earn the APY.**

****Fees could reduce earnings.**

Special Conditions

¹ A penalty may be imposed for early withdrawal. No minimum balance required to earn the APY.

² CDARS Deposit Placement Agreement and Account Placement form required. Restrictions apply.

² Funds and Account Placement form due Tuesday and settlement is Thursday.

³ Specific term limits as stated. Deviation of maturity not permitted.

Central Bank is locally owned and is a Texas state chartered bank.

Rate History											
2021	PF Special Dev Escrow MMA	PF MMA T-1	PF MMA T-2	PF MMA T-3	PF Int Checking	2021	PF Special Dev Escrow MMA	PF MMA T-1	PF MMA T-2	PF MMA T-3	PF Int Checking
Apr 2021	0.08%	0.04%	0.08%	0.08%	0.005	Jul 2021	0.05%	0.03%	0.04%	0.04%	0.005%
May 2021	0.08%	0.04%	0.08%	0.08%	0.005	Aug 2021	0.05%	0.03%	0.04%	0.04%	0.005%
Jun 2021	0.07%	0.03%	0.07%	0.07%	0.005	Sep 2021	0.05%	0.03%	0.04%	0.04%	0.005%



Central Bank
Public Funds' Fee Schedule
 Member FDIC

STANDARD FEES as of 06/01/2021	
PF Special Development Escrow MMA Account	
Set Up Fee	\$500.00
Distribution Fee	\$100.00 Per Distribution or Credit
PF NON Interest Bearing Checking Account	
Maintenance Fee	\$10.00 Per Month Account
Monthly Collateral Management Fee	\$5.00 Per Month Account
Cash Maintenance Fee	\$100.00
Deposits or Credits	Free
Items Deposited	Free
Debits or Checks	Free
Negative Collected Balances	Central Bank Prime Rate + 3%
NSF Fee	\$10.00
Account Research	\$25.00 Per Hour (One Hour Minimum)
No Signature on File (Check)	\$30.00
Return Item (charge back fee)	\$10.00
Stop Payment Fee - Online Banking	\$20.00
Stop Payment Fee - Public Funds Processed	\$30.00
Wire Fee	\$15.00
3 rd Party Wire Fee	\$20.00
Remote Deposit	Free
Account Closing Prior to 90 days	\$25.00
PF Money Market Account	
Limit 6 Debits Per Month, Not Including Debits Made In Person	
Tiered Interest determined by account balance	
Maintenance Fee	\$10.00 Per Month
Monthly Collateral Management Fee	\$5.00
Cash Maintenance Fee	\$100.00
Deposits or Credits	Free
Items Deposited	Free
Debits or Checks	Free
Negative Collected Balances	Central Bank Prime Rate + 3%
NSF Fee	\$10.00
Account Research	\$25.00 Per Hour (One Hour Minimum)
No Signature on File (Check)	\$30.00
Return Item (charge back fee)	\$10.00
Stop Payment Fee - Online Banking	\$20.00
Stop Payment Fee - Public Funds Processed	\$30.00
Wire Fee	\$15.00
3 rd Party Wire Fee	\$20.00
Remote Deposit	Free
Account Closing Prior to 90 days	\$25.00
CUSTOMER SERVICE	
24 Hour Easy Access Line	Free
Account Activity Printout	\$ 3.00 Per Account
Account Activity Printout - Central On-Line	Free
Account Balancing Assistance	\$25.00 Per Hour (One Hour Minimum)
Hold Mail	\$ 5.00 Per Month
NSF Fee Item Paid	\$10 Per Item
NSF Fee Item Return	\$10 Per Item
Night Drop Bag With Key	\$25.00 Each
Night Drop Zipper Bag	\$ 3.00 Each
Tamper Evident Bag	Per Quote
Photocopies	\$ 2.00 Per Copy
Premature Closing (Account closed within first 90 days)	\$25.00 Per Account
Telephone Balance Inquiry	\$ 2.00 Per Occurrence



Central Bank
Public Funds' Fee Schedule
Member FDIC

Telephone Transfer	\$ 5.00 Per Account
Telephone Transfer – Easy Access Line	Free
Transfer Between Accounts to Cover NSF (Automatic)	\$ 3.00
Uncollected Funds Fee	Prime + 3%
Courier Service	Pass Through Fee + 15% , As Incurred.
ONLINE BANKING	
Central On-Line	Free
Central On-Line Bill Pay	Free
Password Reset Fee	\$ 2.00, If Automated Self-Serve Password Is Not Used.
Token Device	\$50.00 Replacement Fee
TREASURY MANAGEMENT SERVICES	
ACH Origination With Online Banking	
Origination Set-Up Fee	\$20.00 One Time Charge
Global Maintenance Fee	\$20.00 Per Month
Transmission	\$10.00 Per File
Items Originated	\$ 0.15 Per Item
Same Day File Generated in Online Banking	\$1.00 Per Item
Transmission	\$10.00 Per File
ACH Origination — Deliver file in NACHA format	\$5.00 Per File
PF Process the excel list & create NACHA file	\$5.00 Per Item
Transmission	\$10.00 Per File
Ancillary ACH Fees	
Notice of Change	\$ 3.00 Per Item
Return Notification	\$ 5.00 Per Item
Addenda (notes)	\$ 0.01 Per Item
Blocking Report	\$10.00 Per Item
Online Bill Pay	
Monthly Business Bill Pay	\$5.00 Per Month Per Account, If Service Is Selected
Items or transactions	Free
Outgoing	\$10 Per Item
International	\$50.00 Per Item
Incoming Fax Per Phone Notification	\$ 3.00
Incoming Fax Per Phone Notification Long Distance	\$ 5.00
Positive Pay	
Set-Up Fee	\$0.00
Maintenance Fee	\$25 Per Month Per Account, If Service Is Selected
Transmission	\$ 0.00 Per Transmission
Items Issued	\$ 0.00 Per Item
Exception Items	\$5.00 Per Item
Remote Deposit Capture	
Set-Up Fee (One time charge)	Free
Scanner	Free
Maintenance Fee	Free
Items Deposited	Free
Wire Transfer	
Incoming	Free
Outgoing – Manual Keyed by PF	\$15 Per Item
Outgoing – Use OLB Templates	\$12 Per Item
International	\$50.00 Per Item
Incoming Fax Per Phone Notification	\$ 3.00
Incoming Fax Per Phone Notification Long Distance	\$ 5.00



Central Bank
Public Funds' Fee Schedule
Member FDIC

LEGAL PROCESSING	
Certificate of No Litigation	\$10 Per Occurrence
Consultant Change	\$25 Per Account
Consultant Update, Level 1 Authority	\$25 per Occurrence
Consultant Update, Level 2 through 4 Authority	Free
Deposit Receipt Verification	\$10 Per Occurrence
Depository Pledge Agreement (DPA/CSA)	Free
DPA/CSA Special Handling For Authorized Consultant	\$10 Per Occurrence
Escrow Agreement	Free
Investment Policy	Free
Letter of Credit Agreement & Letter of Credit	Free
Letter of Credit Safekeeping With No Trust Powers	\$500 Set Up and Renewal. \$100 per Draw
LOBBY SERVICES	
Cashier's Checks—Customers	\$ 5.00 Per Check.
Temporary Checks	\$ 1.00 Per Page
Counter Deposit Slips	\$ 75 Per 1000, One Package
Check Orders	Fees Vary By Type And Design Of Checks

Any fees not stated herein are subject to Central Bank Business Fee Schedule.
Contact the Public Funds Department if you have any questions.
Fees are subject to change with thirty (30) days written notice to account holders.

Treasury Management Service Fee Comparison

	WELLS FARGO			ALLEGIANCE BANK			CENTRAL BANK		
	Unit Price	Volume	Est. Charges /Mo.	Unit Price	Volume	Est. Charges /Mo.	Unit Price	Volume	Est. Charges /Mo.
Depository Services									
Account Monthly Maintenance	\$ 15.00	1	\$ 15.00	\$ 30.00	2	\$ 60.00	\$ 10.00	\$ 1.00	
Checks Deposited	\$ 0.10	1,564	\$ 156.40	\$ 0.12	1,564	\$ 187.68	Free	Free	Free
ACH Debit	\$ 0.10	50	\$ 5.00	\$ 0.15	50	\$ 7.50	\$ 0.15	50	\$ 7.50
ACH Credit	\$ 0.10	50	\$ 5.00	\$ 0.12	50	\$ 6.00	\$ 0.15	50	\$ 7.50
Checks Written	\$ 0.12	105	\$ 12.60	\$ 0.15	105	\$ 15.75	Free	Free	Free
Wire In	Free	Free	Free	\$ 6.00	1	\$ 6.00	Free	Free	Free
Wire Out	\$ 20.00	1	\$ 20.00	\$ 10.00	1	\$ 10.00	\$ 15.00	1	\$ 15.00
Earnings Credit			\$ 1,207.75			\$ 2,826.15			unkwn
Fees			\$ 1,615.16			\$ 754.89			unkwn
Interest Earned			\$ 749.83			\$ 483.10			unkwn
Est Monthly Service Charges			\$ 1,574.71			\$ 1,237.99			unkwn

ITEM 8



December 07, 2021

Memorial Villages Water Authority
Trey Cantu
8955 Gaylord Street
Houston, Texas 77024

RE: **\$3,000,000.00 REVENUE TAX NOTE**

Dear Mr. Cantu:

Thank you for the opportunity you have given Allegiance Bank (hereinafter referred to as "Lender" or the "Bank") to underwrite the Authority's request. The following is an outline of the terms of the loan commitment we are offering to the District. It is not intended that this commitment letter define all terms and conditions of the loan (hereinafter referred to as "Loan"); it is intended only to outline certain basic points around which the final terms, conditions, and documentation are to be structured. The Loan will be governed by documentation in form and substance satisfactory to Lender, which will in many respects supersede this commitment letter. Many covenants and agreements contained in this commitment will continue to apply after closing of the Loan and may be included as part of the final Loan documentation; however, final Loan documentation will not necessarily be limited to just these covenants and agreements.

BORROWER(s):	MEMORIAL VILLAGES WATER AUTHORITY (hereinafter referred to as " <u>Borrower</u> " or the " <u>Authority</u> ")
ACCEPTANCE:	Please initial at the bottom of the pages as indicated, execute the signature page, and return this letter to Lender no later than 5:00 p.m., Tuesday, December 14th, 2021, or this commitment is void.
EXPIRATION OF COMMITMENT:	Unless specifically extended in writing by Lender, this commitment will expire and become void at 5:01 p.m. on December 14, 2021. If you wish to cancel this commitment prior to this date, please provide written notice to Lender as soon as possible.
LOAN AMOUNT:	\$3,000,000.00
TYPE OF FACILITY:	REVENUE TAX LOAN (hereinafter referred to as the " <u>Loan</u> ") as defined in Texas Water Code Ch. 49.152 and 153
BANK LOAN STATUS:	The Loan is being offered to Borrower for its own use and not with a view toward resale or distribution.
PURPOSE/USE OF PROCEEDS:	Funds may be used to assist the Authority with Capital Improvement Projects within the scope of the Authority's role as a provider of water and sewer to area residents.
TERM OF LOAN:	3 years- 36 month advancing term (Interest Only) with Principal + Interest due in full at maturity. The Bank is not requiring approval of the note by the Attorney General of Texas. This may affect the Authority's ability to refinance the note prior to or at maturity.
AMORTIZATION:	Interest on any draws due quarterly – Principal + Interest due at maturity

COLLATERAL: 1st Lien- Pledge of Authority Water and Sewer revenues.

INTEREST RATE: A) 2.49%, Tax –Exempt Fixed Rate

LENDER FEE: \$0.00

PAYMENTS: Quarterly interest on draws. Principal plus Interest due in full at Maturity.

PREPAYMENT PENALTY: No prepayment penalty.

COST AND EXPENSES: Bank Counsel fees not to exceed \$5,000.00.

INSURANCE: Not Required

REPORTING REQUIREMENTS: Borrower must submit the following items to Lender during the term of the Loan:

Comprehensive Annual Financial Report of the Borrower (due 270 days after each fiscal year end)

FINANCIAL COVENANTS: Pledge of Authority Water and Sewer Revenues.

SPECIAL CONDITIONS: Lender's usual and customary standard provisions for transactions of this type including, but not limited to, the following:

1. The execution and delivery of such documentation as Lender may request; including without limitation, notes, financing statements, leases, and hazard insurance all in form and substance acceptable to Lender;
2. Other terms, conditions, and documentation as may be required by Lender's legal counsel or as may be discovered by Lender in completing the Loan documentation; and
3. The Loan documents will be provided to Borrower prior to closing for review and comments.

RELIANCE: No party other than the Borrower shall be entitled to rely on this Commitment Letter. This Commitment Letter is not assignable.

GOVERNING LAW: The Loan Documentation shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America.

MATERIAL ADVERSE CHANGE: There must be no material adverse change in the business, financial condition, or operations of Borrower from the time a commitment is made to the funding of the loan.

Initials: _____

The Borrower, by accepting this commitment is subject to completion, execution, and delivery by the Borrower of documentation which is satisfactory to Lender. Such documentation shall contain additional standard conditions and covenants as may be required by Lender or its legal counsel.

This commitment letter dated, December 7, 2021 sets forth the entire agreement and understanding of the parties with respect to the Loan and supersedes all prior agreements written or oral with respect therein. Thereafter, this commitment together with the Loan Agreement and the other documents executed at closing or required therein shall set forth the entire agreement and understanding of the parties with respect to the Loan. Borrower(s) understands and acknowledges that it may not rely upon any statements or representations made by any party in connection with the Loan unless they are contained in this commitment or in a subsequent letter signed by a duly authorized officer of Lender. This commitment may not be modified or amended, except in writing signed by the parties hereto.

To indicate your understanding and agreement with the terms and conditions contained herein, please initial at the bottom of the first three pages and execute the signature page of this letter.

Sincerely,

Ms. Michelle Valencia
Vice President
Allegiance Bank

****Signature Page Follows****

Initials: _____

ACCEPTANCE OF COMMITMENT

BORROWER:

By:

Mr. Trey Cantu, General Manager
Memorial Villages Water Authority

Date:

Initials: _____



September 23, 2021

Trey Cantu
General Manager
Memorial Villages Water Authority
8955 Gaylord Street
Houston, Texas 77024

RE: Working Capital Loan Option

Mr. Cantu,

Thank you for the time over the past week to discuss the Authority's desire to have a lending facility in place to assist the Authority with capital projects.

The state water code that the Authority operates under-does allow for the Authority to use operating revenues (Operating revenues only- not Property Taxes) to secure a short term loan. The code allows for a maximum short-term loan of up to three years.

The Bank can structure the note as an advancing term loan- as to lower interest cost of the Authority. An advancing term loan differs from a revolving line of credit in one significant way- once advanced – funds are not available to be drawn again- even if principal reduction of the loan balance has occurred.

For example- assume the District has a 3 year \$3,000,000.00 advancing term loan- over the course of the next 36 months- the Authority could advance up to \$3,000,000.00 as needed. The Authority would be required to pay in full any outstanding loan balance at maturity- in this case at the end of 36 months.

If the Authority were to seek approval of the Texas Attorney General prior to loan origination- the Authority would retain the right to refinance any outstanding balance at maturity into long term debt.

If the funds were to be used for capital projects- as expected- the loan would be considered tax-exempt- providing a beneficial interest rate to the Authority.

Given the current rate environment and assuming equal draws over a 36 month period- a \$3MM loan would be priced around 2.40%. Allegiance Bank would require quarterly interest-only payments with all principal + interest paid off at maturity.



The only other bank fees associated with the note would be for outside bank counsel and the typically range is from \$3,500-\$6,000.00 for a loan of this structure- this could increase if AG approval is desired.

The loan would be subject to the collection of the Authority's audits, complete underwriting and credit approval.

We appreciate the opportunity to work with the Authority. Please do not hesitate to reach out with any questions or concerns.

Take care.

Tim Kreitzer
Sr. Vice President
Government Banking
Allegiance Bank
2200 Nasa Parkway Ste. 100
Houston, TX 77058
713.454.8197

CC: Michelle Valencia



November 19, 2021

Trey Cantu
Memorial Villages Water Authority
Houston, Texas

RE: Finance Proposal

I am pleased to present the following which outlines the terms and conditions under which Central Bank proposes to present approval for a \$3,000,000 Credit Facility. Please be advised that the terms and conditions outlined herein are not to be construed as a commitment but rather are provided as an indication of intent to proceed along these guidelines in seeking formal approval for the facility.

Borrower:	Memorial Villages Water Authority (MUD)
Loan Facility:	\$3,000,000 Line of Credit (Revenue Note)
Purpose	Revolving Facility to support working capital and capital improvement projects as the need arises.
Term:	3 Year (36 month) loan term – Legal limitation for a Revenue Note per TX Code
Interest Rate:	Tax exempt fixed rate of <u>2.50%</u> throughout the entire life of the loan
Origination Fee:	\$20,000 maintenance fee per year – Waived if line balance interest paid exceeds \$20,000 for that specific year.
Repayment:	Accrued interest payable monthly with any outstanding principal balance due at maturity. Interest will only be charged on the portion of the line credit that is advanced. The timing and amount of principal reductions made throughout the life of the loan is at the discretion of the Borrower.
Collateral:	Unsecured
Loan Covenant:	The MUD will be required to maintain a 1.0/1.0 Cash to Loan ratio throughout the 3 year period. Note: This only applies to the amount that is drawn under the line of credit, not the entire \$3.0 Million unless it is fully advanced.
Prepayment Penalty:	None
Fees:	Estimated fees for a transaction of this type are generally minimal. The legal fees associated with the preparation of the loan documents by outside Counsel will comprise the majority (if not all) of the closing costs.
Additional Considerations:	1. The MUD will provide the bank a copy of its annual audit within 30 days of its completion each year 2. The MUD's attorney will provide a legal opinion that certifies this transaction qualifies as a tax exempt obligation 3. Deposits held at the bank will be limited to \$1,000,000 with the remaining being subject to sweep agreements.

We appreciate the opportunity to bid on the proposed credit facility. If you have any questions, please call me at 832-485-2319 or email me at dpruitt@ebhou.com. If the terms and conditions meet your approval, please acknowledge by signing below and return to me at your earliest convenience.

Sincerely,



Daryl Pruitt
Senior Vice President

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2021

By: _____
Name / Title

December 07, 2021

Memorial Villages Water Authority
Trey Cantu
8955 Gaylord Street
Houston, Texas 77024

RE: **\$3,000,000.00 REVENUE TAX NOTE**

Dear Mr. Cantu:

Thank you for the opportunity you have given Allegiance Bank (hereinafter referred to as "Lender" or the "Bank") to underwrite the Authority's request. The following is an outline of the terms of the loan commitment we are offering to the District. It is not intended that this commitment letter define all terms and conditions of the loan (hereinafter referred to as "Loan"); it is intended only to outline certain basic points around which the final terms, conditions, and documentation are to be structured. The Loan will be governed by documentation in form and substance satisfactory to Lender, which will in many respects supersede this commitment letter. Many covenants and agreements contained in this commitment will continue to apply after closing of the Loan and may be included as part of the final Loan documentation; however, final Loan documentation will not necessarily be limited to just these covenants and agreements.

BORROWER(S): **MEMORIAL VILLAGES WATER AUTHORITY** (hereinafter referred to as "Borrower" or the "Authority")

ACCEPTANCE: Please initial at the bottom of the pages as indicated, execute the signature page, and return this letter to Lender no later than 5:00 p.m., Tuesday, December 14th, 2021, or this commitment is void.

EXPIRATION OF COMMITMENT: Unless specifically extended in writing by Lender, this commitment will expire and become void at 5:01 p.m. on December 14, 2021. If you wish to cancel this commitment prior to this date, please provide written notice to Lender as soon as possible.

LOAN AMOUNT: **\$3,000,000.00**

TYPE OF FACILITY: **REVENUE TAX LOAN** (hereinafter referred to as the "Loan") as defined in Texas Water Code Ch. 49.152 and 153

BANK LOAN STATUS: The Loan is being offered to Borrower for its own use and not with a view toward resale or distribution.

PURPOSE/USE OF PROCEEDS: Funds may be used to assist the Authority with Capital Improvement Projects within the scope of the Authority's role as a provider of water and sewer to area residents.

TERM OF LOAN: 3 years=36 month advancing term (Interest Only) with Principal + Interest due in full at maturity. The Bank is not requiring approval of the note by the Attorney General of Texas. This may affect the Authority's ability to refinance the note prior to or at maturity.

AMORTIZATION: Interest on any draws due quarterly – Principal + Interest due at maturity

COLLATERAL: 1st Lien- Pledge of Authority Water and Sewer revenues.

INTEREST RATE: A) 2.49%, Tax –Exempt Fixed Rate

LENDER FEE: \$0.00

PAYMENTS: Quarterly interest on draws. Principal plus Interest due in full at Maturity.

PREPAYMENT PENALTY: No prepayment penalty.

COST AND EXPENSES: Bank Counsel fees not to exceed \$5,000.00.

INSURANCE: Not Required

REPORTING REQUIREMENTS: Borrower must submit the following items to Lender during the term of the Loan:

Comprehensive Annual Financial Report of the Borrower (due 270 days after each fiscal year end)

FINANCIAL COVENANTS: Pledge of Authority Water and Sewer Revenues.

SPECIAL CONDITIONS: Lender's usual and customary standard provisions for transactions of this type including, but not limited to, the following:

1. The execution and delivery of such documentation as Lender may request; including without limitation, notes, financing statements, leases, and hazard insurance all in form and substance acceptable to Lender;

2. Other terms, conditions, and documentation as may be required by Lender's legal counsel or as may be discovered by Lender in completing the Loan documentation; and

3. The Loan documents will be provided to Borrower prior to closing for review and comments.

RELIANCE: No party other than the Borrower shall be entitled to rely on this Commitment Letter. This Commitment Letter is not assignable.

GOVERNING LAW: The Loan Documentation shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America.

MATERIAL ADVERSE CHANGE: There must be no material adverse change in the business, financial condition, or operations of Borrower from the time a commitment is made to the funding of the loan.

Initials: _____

The Borrower, by accepting this commitment is subject to completion, execution, and delivery by the Borrower of documentation which is satisfactory to Lender. Such documentation shall contain additional standard conditions and covenants as may be required by Lender or its legal counsel.

This commitment letter dated, December 7, 2021 sets forth the entire agreement and understanding of the parties with respect to the Loan and supersedes all prior agreements written or oral with respect therein. Thereafter, this commitment together with the Loan Agreement and the other documents executed at closing or required therein shall set forth the entire agreement and understanding of the parties with respect to the Loan. Borrower(s) understands and acknowledges that it may not rely upon any statements or representations made by any party in connection with the Loan unless they are contained in this commitment or in a subsequent letter signed by a duly authorized officer of Lender. This commitment may not be modified or amended, except in writing signed by the parties hereto.

To indicate your understanding and agreement with the terms and conditions contained herein, please initial at the bottom of the first three pages and execute the signature page of this letter.

Sincerely,

Ms. Michelle Valencia
Vice President
Allegiance Bank

****Signature Page Follows****

Initials: _____

ACCEPTANCE OF COMMITMENT

BORROWER:

By: _____
Mr. Trey Cantù, General Manager
Memorial Villages Water Authority

Date: _____

Initials: _____



November 19, 2021

Trey Cantu
Memorial Villages Water Authority
Houston, Texas

RE: Finance Proposal

I am pleased to present the following which outlines the terms and conditions under which Central Bank proposes to present approval for a \$3,000,000 Credit Facility. Please be advised that the terms and conditions outlined herein are not to be construed as a commitment but rather are provided as an indication of intent to proceed along these guidelines in seeking formal approval for the facility.

Borrower:	Memorial Villages Water Authority (MUD)
Loan Facility:	\$3,000,000 Line of Credit (Revenue Note)
Purpose:	Revolving Facility to support working capital and capital improvement projects as the need arises.
Term:	3 Year (36 month) loan term -- Legal limitation for a Revenue Note per TX Code
Interest Rate:	Tax exempt fixed rate of <u>2.50%</u> throughout the entire life of the loan
Origination Fee:	\$20,000 maintenance fee per year -- Waived if line balance interest paid exceeds \$20,000 for that specific year.
Repayment:	Accrued interest payable monthly with any outstanding principal balance due at maturity. Interest will only be charged on the portion of the line credit that is advanced. The timing and amount of principal reductions made throughout the life of the loan is at the discretion of the Borrower.
Collateral:	Unsecured
Loan Covenant:	The MUD will be required to maintain a 1.0/1.0 Cash to Loan ratio throughout the 3 year period. Note: This only applies to the amount that is drawn under the line of credit, not the entire \$3.0 Million unless it is fully advanced.
Prepayment Penalty:	None
Fees:	Estimated fees for a transaction of this type are generally minimal. The legal fees associated with the preparation of the loan documents by outside Counsel will comprise the majority (if not all) of the closing costs.
Additional Considerations:	1. The MUD will provide the bank a copy of its annual audit within 30 days of its completion each year 2. The MUD's attorney will provide a legal opinion that certifies this transaction qualifies as a tax exempt obligation 3. Deposits held at the bank will be limited to \$1,000,000 with the remaining being subject to sweep agreements.

We appreciate the opportunity to bid on the proposed credit facility. If you have any questions, please call me at 832-485-2319 or email me at dpruitt@cbhou.com. If the terms and conditions meet your approval, please acknowledge by signing below and return to me at your earliest convenience.

Sincerely,



Daryl Pruitt
Senior Vice President

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2021

By: _____
Name / Title

ITEM 9

NORTON ROSE FULBRIGHT

Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, Texas 77010-3095
United States

Tel +1 713 651 5151
Fax +1 713 651 5246
nortonrosefulbright.com

Memorandum

To	Board of Supervisors, Memorial Villages Water Authority		
From	Kathleen R. Ellison	Date	November 22, 2021
Direct line	+1 713 651 3612		
Email	kathleen.ellison@nortonrosefulbright.com		
Re	Information Concerning Directors and Officers Liability Insurance		

At the last two meetings, the Board has been considering the current Directors and Officers Liability Insurance policy and any potential alternatives.

Currently, the Board has all its insurance through Texas Municipal League ("TML"), an insurance pool for local governments in Texas, not a private insurance company. The Authority does not have an insurance agent and interacts directly with TML.

The policy that the Authority currently has is called an Errors and Omissions Liability policy by TML, but encompasses what is normally considered a D&O policy. A summary of the coverage provided by HARCO Insurance Services, an insurance consultant, is attached along with an excerpt from the policy itself. Currently the Authority's policy has a \$10,000,000 limit per occurrence and in the aggregate with a \$5,000 deductible.

Things to note about the policy:

- The policy covers monetary damages which the Authority or a "Covered Party" is legally obligated to pay for any civil claim because of a wrongful act which occurs during the term of the policy.
- The policy covers any occurrence during the coverage period, regardless of when the claim is reported.
- The policy covers employees, Board members, and volunteers within the scope of their duties.
- The policy covers defense costs outside the policy limit.
- The policy covers employment related matters, including wrongful termination, failure to promote, failure to hire, and harassment.
- The policy covers administration of employee benefits programs, but not activities in a fiduciary capacity with respect to employee benefits programs.

As we have discussed, the TML policy does not provide defense costs for a lawsuit alleging breach of contract. Until Winter Storm Uri, Chubb Insurance Group offered a D&O policy to water districts that included defense of alleged breach of contract, but Chubb has now excluded coverage for such claims; however, the two private insurance broker groups which work with

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Exhibit G

water districts have located private insurance companies which do offer water districts D&O policies that provide defense for breach of contract claims.

I spoke with Kim Courte, a representative of AJ Gallagher, who told me the D&O insurance market has been difficult in the last couple of years and the maximum policy limit for these D&O policies is \$5,000,000, although additional coverage would be available through an excess carrier.

I asked Kim and Corrie Aday from HARCO Insurance Services about D&O claims they have seen which involve water districts. Kim said the claims she sees under the private insurer D&O policies are almost exclusively breach of contract cases. Corrie couldn't really think of any but did send a list of examples provided by Chubb, which is attached. Please note that this list is for a non-profit corporation and not a governmental entity, so much is not applicable.

I have been involved in one D&O case against a water district. We represented the Kingwood districts when they were annexed by the City of Houston. The City legal department sued the directors for using the districts' money for allegedly unauthorized purposes prior to the annexation. After the suits were brought to the attention of the City Council, the City legal department dropped the suits.

Finally, I should emphasize that governmental entities are afforded many protections against suits for monetary damages under Texas law. Many of those protections are also applicable to directors so long as they are acting in good faith within the scope of their authority. I enclose some definitions of the relevant terms from a presentation made to court clerks.

One point to note: **payment of legal costs for a breach of contract would benefit the Authority but would likely not benefit the directors** because the Authority enters into contracts, not the directors. The Authority could choose to self-insure against this risk and concentrate its efforts on minimizing the risk by careful selection of attorneys to handle any case and monitoring of legal costs.

The current terms of the TML policy give the Authority, the directors, and the employees protections which I believe would be hard to replicate with a private insurance policy and certainly not at this price. To know for sure, however, the Board would have to solicit insurance proposals from one or more insurance agents and try to compare them to the TML policy.

DIRECTORS / OFFICERS
Errors and Omissions Liability

description of
TML Policy

INSURER: TML IRP - "A" rated by Standard & Poors

COVERAGE: Occurrence Form - Occurrence basis coverage is considered by virtually all insurance providers to be far superior to "claims made" forms, in that the occurrence form permanently obligates the carrier to respond to claims that occur during a policy period regardless of when the claim is made. Includes but is not limited to:

- Occurrence Form - Coverage Applies to Events that Occur During the Coverage Period, Regardless of WHEN the Claim Is Reported
- Cyber Liability
- Duty to Defend
- Pay on Behalf
- Full Prior Acts
- Defense Costs Outside Policy Limit - Defense will not erode Policy limit
- Employment related matters includes Sexual Harassment / Misconduct
- Criminal Defense Reimbursement
- EXCLUSION: Absolute breach of contract Exclusion

Subject to Policy Terms, Conditions and Exclusions

DEDUCTIBLE: \$1,000

LIMITS & PREMIUM: PLEASE INITIAL NEXT TO SELECTED LIMIT:

\$ 862	\$ 1,000,000 Limits / \$ 2,000,000 Aggregate	_____
<u>\$ 1,009</u>	<u>\$ 2,000,000 Limits / \$ 4,000,000 Aggregate</u>	_____
\$ 1,156	\$ 3,000,000 Limits / \$ 6,000,000 Aggregate	_____
\$ 1,450	\$ 5,000,000 Limits / \$10,000,000 Aggregate	_____
\$ 2,185	\$10,000,000 Limits / \$10,000,000 Aggregate	_____

TALL
policy

PART VII

ERRORS AND OMISSIONS LIABILITY COVERAGE

I. INSURING AGREEMENT

LIABILITY OF MEMBER OR COVERED PARTY

The Fund will pay on behalf of the Member or Covered Party all monetary damages which the Member or Covered Party shall be legally obligated to pay for any civil claim or claims because of a wrongful act which occurs during the Fund Year and within the Agreement Territory.

II. COVERED PARTIES

Each of the following is a Covered Party under this Part of the Liability Coverage Document to the extent set forth below:

A. The Member;

B. Any officer, director, elected or appointed official, any member of a board or commission of the Member, and any employee of the Member when such Covered Parties are acting within the scope of their duties or employment as such; or

C. Any volunteer while acting within the scope of duties assigned by the Member and while under the general supervision of an officer, director, elected or appointed official, member of a board or commission of the Member or an employee of the Member.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Members or other Covered Parties under this Agreement, (2) persons or organizations who sustain damages payable under this Agreement, or (3) claims made or suits brought during the applicable Fund Year within the Errors and Omissions Coverage afforded by this Agreement, the Fund's liability is limited as follows:

A. The total liability for the Fund for all damages arising out of a wrongful act shall not exceed the limit of liability stated in the Declarations for Errors and Omissions Liability Coverage for the applicable Fund Year;

B. For the purpose of determining the Fund's limit of liability, all claims and damages arising out of a single wrongful act, interrelated wrongful acts, or a series of related wrongful acts by one or more Covered Party(ies) shall

be considered a single wrongful act. If such wrongful act takes place over more than one Fund Year in which coverage is provided to the Member by this Agreement, the wrongful act shall be deemed to have taken place during the first Fund Year during which any of the related wrongful acts occurred and coverage was provided under this Agreement and only the limit of liability during said first Fund Year shall apply;

C. With respect to the Member's liability arising out of any joint venture to which this coverage applies, the Fund shall not be liable for an amount greater than the pro-rata share of any damages based on the number of participants in the joint venture, unless otherwise expressed contractually in the joint venture agreement; and

D. Subject to the above provisions, the Fund's total limit of liability for all damages arising out of claims made for wrongful acts, regardless of the number of claims, Members or other Covered Parties involved, shall not exceed the amount stated in the Declarations for the applicable Fund Year as "aggregate."

IV. EFFECTIVE DATES

For those Members participating in the Fund for Errors and Omissions Coverage prior to June 1, 1985, this coverage shall extend to include wrongful acts occurring prior to the date that the Member first joined the Fund for Errors and Omissions Coverage if the Member did not give notice of such wrongful act to any prior insurers or the Member had no knowledge of such wrongful act likely to give rise to a claim. For those Members joining after June 1, 1985, this coverage begins on the actual date they entered the Fund for Errors and Omissions Coverage and will not provide coverage for any claim or claims arising from wrongful acts which took place prior to the Prior Acts Period.

V. RETROACTIVE DATE

Except as provided otherwise under Section IV, Effective Dates above, this coverage does not apply to a wrongful act which occurred before the Retroactive Date, if any, shown in the Declarations.

VI. ADDITIONAL COVERAGE FOR REIMBURSEMENT OF CRIMINAL DEFENSE EXPENSES

- A. Notwithstanding any Exclusions in this Agreement, the Fund shall reimburse any Covered Party, where allowed by law, for: reasonable attorneys' fees; and reasonable and necessary costs, excluding loss of income, when incurred in defense of any criminal proceeding arising out of what otherwise would be within the course and scope of the Covered Party's duties or employment by the Member.
- B. Reimbursement shall be made only if the Covered Party is exonerated by a court of law from all charges or all charges are subsequently withdrawn or dismissed without any admission of guilt.
- C. When a Covered Party is one of two or more defendants represented by the same attorney or law firm, payment shall be limited to the Covered Party's proportionate share of the total of the reasonable attorneys' fees and the reasonable and necessary costs paid.
- D. The term "Covered Party" shall be as defined in Section II of this Errors and Omissions Liability Coverage.
- E. The term "criminal proceeding" means the criminal prosecution of a Covered Party commenced by the filing with the court of an information or an indictment, alleging that the Covered Party had, during the Fund Year, and within the Agreement Territory, committed one or more crimes. Any such prosecution shall be considered a single "criminal proceeding," notwithstanding the fact that the prosecution may involve multiple incidents, multiple counts or charges, and/or multiple trials and/or multiple appellate proceedings.

F. LIMITS OF LIABILITY

- 1. The limit of liability of the Fund for each criminal proceeding shall not exceed \$10,000, regardless of the number of Covered Parties that may be defendants in the criminal proceeding.
- 2. In the event there are multiple Covered Parties as defendants in the same criminal proceeding, payment or reimbursement shall be limited or divided between the Covered Parties according to each Covered Party's proportionate share of the total of all reasonable attorneys' fees and reasonable and necessary costs paid.

G. DEDUCTIBLE

Any deductible under this Agreement shall not apply to this additional coverage for reimbursement for criminal defense expenses.

VII. EXCLUSIONS

- A. For the purpose of this coverage only, Exclusion B. in the "Exclusions Applicable to All Coverages" Part, shall not apply with respect to any airport board or commission of the Member.
- B. In addition to those matters excluded from coverage in the "Exclusions Applicable to All Coverages" Part of this Agreement, the Fund shall not be obligated to make any payment, nor to defend any lawsuits in connection with any claim made against any Member or Covered Party:
 - 1. Based on or attributable to the Member or Covered Party gaining any personal profit or advantages to which the Member or Covered Party was not legally entitled;
 - 2. For the return by the Member or Covered Party of any remuneration paid to the Member or Covered Party in violation of law;
 - 3. Brought about or contributed to by the dishonesty or fraudulent acts of the Covered Party; however, notwithstanding the foregoing, the Member or Covered Party shall be protected under the terms of this Agreement as to any claims upon which suit is brought against them by reason of any alleged dishonesty or fraudulent acts on the part of them, unless a judgment or other final adjudication thereof adverse to them shall establish that acts of active and deliberate dishonesty or fraud committed by them with actual dishonest or fraudulent purpose and intent were material to the cause of action so adjudicated;
 - 4. For the loss of, criminal abstraction of, damage to, or destruction of any tangible property or the loss of use of such property by reason of the foregoing;
 - 5. For any damages or claim expense arising out of the law enforcement activities of the Member;
 - 6. For any damages which result from a wrongful act committed intentionally with knowledge of wrongdoing; however, the

Fund will provide a defense to the **Member** or **Covered Party** for suits containing those allegations;

7. Arising from a **Member's** or **Covered Party's** activities in a fiduciary capacity with respect to public property and funds, bond obligations, and employee benefit and retirement funds and obligations;
8. Arising from activities of any attorney-at-law, medical personnel, architect, engineer, or accountant in the scope of their professional duties; however, notwithstanding the foregoing, the **Member** or **Covered Party** shall be protected under the terms of this **Agreement** as to any **claims** made against them solely as public officials or as employees of the **Member**;
9. Arising from a **Member's** or any **Covered Party's** failure to purchase insurance coverage; or
10. For any **damages**, whether direct, indirect, or consequential, arising from or caused by **bodily injury, property damage, advertising injury, personal injury**, mental anguish, or mental injury, except that **damages** for mental anguish or mental injury shall not be excluded from coverage when those **damages** are sought in connection with the alleged violation of a civil right guaranteed by the U.S. Constitution, the Constitution of the State of Texas, or any state or federal statute. This Exclusion does not apply to the publication or utterance of a libel, slander, or other defamatory or disparaging material, or publication or utterance in violation of the individual's right of privacy which arises out of the employment matters of the **Member**.

- C. This coverage does not apply to any **occurrence, claim, or damages** for which coverage is otherwise afforded, or would have been afforded if the **Member** had elected the coverages, under the General Liability and Automobile Liability or the Law Enforcement Liability Coverages, it being intended by the parties that this coverage not overlap nor apply in addition to any of the other coverages to the same **occurrence, claim, or damages**.

2. Loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an occurrence during the Agreement Period.

Property damage shall include damage arising out of the handling of or performing post-mortem examinations on human bodies.

JJ. **SUIT** means a proceeding before a judicial court of law and does not include a proceeding before an administrative agency. However, suit shall include responding to claims filed with the Equal Employment Opportunity Commission, the Texas Work Force Commission Civil Rights Division, or any state or local commission created to enforce anti-discrimination in employment laws.

KK. **WRONGFUL ACT** means any actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty including misfeasance, malfeasance, or nonfeasance, including wrongful acts relating to the administration of Employee Benefits Program by the Member and employment practices including but not limited to hiring or failure to hire, improper dismissal or discipline, improper promotion or failure to promote, discrimination in employment practices, or allegations related to such employment practices of the Member by a Member or Covered Party which occurs during the Fund Year or prior acts period.

With respect to the definition of Wrongful Act:

1. **EMPLOYEE BENEFITS PROGRAM** means the administration of group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, unemployment insurance, social security benefits, workers' compensation and disability benefits, or any other similar plan; and
2. **ADMINISTRATION** means the counseling of employees, including their dependents and beneficiaries, with respect to the Employee Benefits Program, the handling of records in connection with the Employee Benefits Program or effecting or terminating any employee's participation in a plan included in the Employee Benefits Program.

Definitions

current coverage

"D+O" insurance



Errors & Omissions Liability Limit & Deductible Options

Member Name:
Member ID:
Contract Type:
Coverage Type:
Coverage Period:

Memorial Villages Water Authority
6798
Liability
Liability Package
10/01/2021 to 10/01/2022

Limit Each Occurrence	Deductible per Occurrence					
	1,000	2,500	5,000	10,000	25,000	50,000
300,000	1,417	1,337	1,244	1,118	900	496
500,000	1,567	1,487	1,394	1,268	1,050	846
1,000,000	1,717	1,637	1,544	1,418	1,200	796
2,000,000	1,867	1,787	1,694	1,568	1,350	946
3,000,000	2,017	1,937	1,844	1,718	1,500	1,096
5,000,000	2,317	2,237	2,144	2,018	1,800	1,396
10,000,000	3,067	2,987	2,894	2,768	2,550	2,146

Limit shown is each wrongful act. Unless otherwise noted, annual aggregate limit is twice the each wrongful act limit except limits over 5 million. 10 million aggregate limit applies to all wrongful act limits over 5 million. Contributions represented on the grid are annual contributions. Estimates based on simple proration for other than an annual term may vary from actual calculated contributions due to rounding.

Texas Municipal League Intergovernmental Risk Pool
1821 Rutherford Lane, First Floor, Austin, Texas 78754
(512) 491-2300 | (800) 637-6655

So You Think You Can't Be Sued?

A Primer on Immunity for Clerks

What is Governmental Immunity?

Governmental immunity acts as a bar to recovery and protects the state and state actors from liability for negligent conduct. The general rule with regard to governmental immunity in Texas is that the state and its officers are immune from liability unless the state consents to be sued or otherwise waives its immunity.

Governmental immunity is not just immunity from liability but immunity from suit.

What are the different types of Governmental Immunity?

- Official Immunity
- Sovereign Immunity
- Derived Judicial Immunity

The type of immunity that applies depends on whether you were sued in your official or personal capacity.

What's the difference between being sued in my official capacity and my personal capacity?

A suit against a government official in his personal capacity seeks to impose personal liability upon a governmental employee and collect damages against the official's personal assets.

Official-capacity suits seek to impose liability upon the governmental entity and any judgment is only collectible against the governmental entity.

What is Sovereign Immunity?

If an officer is sued only in his official capacity, the suit is treated as one against the state, and the public employee is entitled to raise the sovereign immunity defense.

Sovereign immunity protects the State from lawsuits for money damages. Sovereign immunity encompasses immunity from suit, which bars a suit unless the state has consented, and immunity from liability, which protects the state from judgments even if it has consented to the suit.

What is Official Immunity?

If a public officer is sued in his individual or personal capacity, official immunity applies and can protect the official from liability. "Official immunity," "qualified immunity," "quasi-judicial immunity," "discretionary immunity," and "good faith immunity" are all terms used interchangeably to refer to the same affirmative defense available to governmental employees sued in their individual capacities.

Government employees are entitled to official immunity from suit arising from the performance of their (1) discretionary duties in (2) good faith as long as they are (3) acting within the scope of their authority.

If an action involves personal deliberation, decision and judgment, it is discretionary; actions which require obedience to orders or the performance of a duty to which the actor has no choice, are ministerial.

The purpose of the doctrine of official immunity is to protect public officers from civil liability for conduct that would otherwise be actionable.



Please note: After Uri Chubb no longer provides defense for breach of contract

NOT-FOR-PROFIT ORGANIZATION

DIRECTORS & OFFICERS LIABILITY INSURANCE

Claim Examples from Chubb Executive Risk

THE CASE OF THE DISPLACED HOMELESS

Exposure: Misuse of funds

Facts/Allegations: Trustees of a charity sold an old building they had used to house the homeless and invested in a newer, better building. Contributors to the trust were upset at this decision, and sued the trustees for wasting the assets of the trust.

Losses: The suit was dismissed, but not before the non-profit incurred \$80,000 in defense costs.

THE CASE OF THE MISGUIDED TRUSTEES

Exposure: Misuse of funds

Facts/Allegations: The trustees of a charitable organization decided to expand the organization's activities into areas that were not explicitly envisioned by the founders. Soon after, the state's Attorney General brought an action against the trustees, alleging misuse of funds and property and for operating outside the founding charter—even though no third party raised a complaint.

Losses: The organization paid \$35,000 in defense costs before the suit settled.

THE CASE OF THE ANGRY AFFILIATE

Exposure: Breach of contract As of August 2021 Chubb has add an Absolute Breach of Contract Exclusion

Facts/Allegations: A national not-for-profit organization terminated the funding of a local affiliate, and announced to the press that the termination was due to financial improprieties discovered in an audit and negligence on the part of the local executive director. The local affiliate sued alleging breach of contract and its executive director sued for defamation of character. The plaintiffs demanded that the national organization honor the funding contract and publicly retract the previous statements.

Losses: Even though a non-monetary settlement was reached, defense costs for the not-for-profit organization exceeded \$130,000.

From the Claim's Files

Failure to Accommodate:

An employee with ongoing performance problems was eventually terminated, but alleged he was not given an accommodation due to stress in his personal life. Unfortunately, the employee's file was not well documented on the performance issues, and the nonprofit had not addressed the accommodation request. The employee was highly paid, and the matter was heavily litigated over a four-year period. Because of the potential for an unfavorable jury verdict and the significant exposure to statutory plaintiff attorney fees, the claim was eventually mediated to a settlement of \$350,000 after \$230,000 in defense expense fees were incurred.

Retaliation:

Four employees claimed they had been wrongfully terminated for complaining about unpaid wages. Legal discovery revealed that the unpaid wage claims had some merit and the terminations based on performance problems would be difficult to establish. While the four claims were eventually settled for \$40,000, it took more than \$35,000 in defense legal costs to get to that point. Retaliation claims are currently the most significant employee practice liability exposure to employers, for both nonprofit and for-profit organizations.

Breach of Contract: As of August 2021 Chubb has add an Absolute Breach of Contract Exclusion

A nonprofit was sued by a builder for breach of a construction project contract, claiming unpaid contract damages. Often, breach of contract claims are not covered in D&O policies, but our forms contain a \$250,000 defense cost only enhancement, so we were able to provide the nonprofit with an experienced defense attorney to assist them. While it took almost \$25,000 in defense to get the case into settlement posture, the nonprofit was able to obtain a very favorable compromise on the contract damage issues.

District hired Contractor #1 to perform work for the District and a contract was signed. The work had some delays as Contractor#1 felt the job specifications provided were not adequate or not correct. The work was delayed due to the dealings between Contractor#1 and the Engineer. The District's Board decided to hire Contractor#2 to complete the remaining work feeling the Contractor#1 would not finish or come to an understanding with the specifications provided. Contractor#2 began work on the project on behalf of the District. Contractor #1 filed a Breach of Contract Claim against the District as they hired Contractor#2 to complete a job for which the District had hired Contractor#1 to perform.

Nonprofit Directors And Officers (D&O) Claims Examples

Here are some nonprofit directors and officers insurance claim examples that board members could be held personally liable for:

- Failing to maintain adequate financial records - Failure to maintain adequate financial records could lead to numerous lawsuits against the leaders of a nonprofit. Incomplete, outdated, or inaccurate records could make it difficult to prove you're using donations properly. They also inadvertently provide more opportunities for employee theft and embezzlement (and make it challenging to disprove if innocent). A failure to maintain adequate financial records could even get the organization you lead in trouble with the IRS.

- Exceeding the authority granted by your organization's charter or bylaws - Each nonprofit executive should abide by the powers given to them within the organization's bylaws or charter. These documents outline the authority each role has and give a road map of how significant decisions should be made. If a

nonprofit board member oversteps the decision-making rules of the bylaws, that executive could be the subject of a lawsuit.

Using budgeted or donated money in a manner different from originally intended - Sometimes, donors request that their contribution goes to a specific area of the nonprofit. For example, someone donating to a church might want their funds to be applied specifically to the youth group activities. If that money is used for any other purpose, for any reason, the organization could be responsible for paying back that donation and for the reputation damage to the nonprofit, since donation numbers will most likely drop until trust is restored.

There are virtually an unlimited number of nonprofit D&O claim scenarios that could happen, but your personal assets do not have to be exposed because you want to help a nonprofit. Doing good in your community doesn't have to come with such a significant financial burden.

Claims and litigation for non-profit organizations

There are several different types of claims and litigation issues that may fall under the D&O umbrella. Among the most common D&O claims for the non-profit sector are:

- Misappropriation of funds
- Bankruptcy
- Regulatory investigations
- Breach of Contract

While lawsuits may come from outside the organization, many originate from an internal dispute. According to a report from Insurance Journal, 85% of claims filed against non-profit organizations are employment related. This includes hiring practices, firing practices, and discrimination, among other things.

ITEM 10

Memorial Villages Water Authority
Property Schedule Updated December 7, 2021

ID	Hist. ID	Address/ Site Secondary ID	Year Built	Occupancy Department	Bldg. Value Valuation Basis	Contents Value Valuation Basis
1	1	11 1/2 Farnham Park Dr	1959	WW Treatment Plant Facility Building Water	\$3,612,431	\$25,000
2	2	435A Piney Point Rd	1992	Residence Water	\$277,367	\$10,000
3	3	Country Lane	1987	Trussel Crossing Water	\$67,733	\$0
4	4	8955 Gaylord Dr	1970	Shop/Lunch Room/ Equipment Storage Bldg Water	\$94,375	\$40,000
5	5	8955 Gaylord Dr	1959	Control/Material Stge Bldg/ Pumps/Motors/Equip	\$189,088	\$50,000
6	6	435 Piney Point Rd	1964	Water Control Building w/ Pumps/Motors/Equip	\$221,806 \$180,000	\$10,000
7	7	739 W Creekside Dr	1966 2020	Water Control/Chlorine Bldg w/Pumps /Motors/Equip	\$118,874 \$180,000	\$20,000
8	8	8955 Gaylord Dr	1972	Water Administration Bldg w/ Material Shelter	\$644,029	\$80,000
9	9	8955 Gaylord Dr	1959	Water 500k gal Ground Water Tank #1	\$586,116	\$0
10	10	8955 Gaylord Dr	1962	Water 500k gal Ground Water Tank #2 Water	\$586,116	\$0

Exhibit #

Memorial Villages Water Authority

Property Schedule Updated December 7, 2021

ID	Hist ID	Address or Site Secondary ID	Year Built	Occupancy Department	Bid Value Valuation Basis	Contents Value Valuation Basis
12	12	11139 Claymore Rd	1981	Water Well #5 including Control Panel and Pump Water	\$112,888 \$250,000	\$0
13	13	936A Echo Ln	1984	Water Well #6 including Control Panel and Pump Water	\$112,888 \$250,000	\$0
15	15	8955 Gaylord Dr	1959	Booster Pumps #1-#5 Water	\$112,888	\$0
16	16	8955 Gaylord Dr	1959 2016	Standby Generator Water	\$44,666 \$200,000	\$0
17	17	8955 Gaylord Dr	1990	Car port w/ Pipe Rack/ Chemical Storage Water	\$20,885	\$25,000
18	18	8955 Gaylord Dr	1990	Water Supply Facilities (other than buildings) Water	\$56,444	\$0
19	19	435 Piney Point	1964	500k gal Ground Water Tank #1 & #2 Water	\$586,116 \$1,172,232	\$0
20	20	435 Piney Point	2020	500k gal Ground Water Tank #2 Tank #3 Water	\$586,116	\$0
21	21	435 Piney Point	1964	Booster Pumps #1-3 #1-7 Water	\$112,888 \$250,000	\$0
22	22	435 Piney Point	1964	Water Well #3 including Control Panel and Pump Water	\$112,888 \$250,000	\$0
23	23	435 Piney Point	1965	Water Supply Facilities (other than buildings) Water	\$11,289 \$20,855	\$0

Memorial Villages Water Authority
Property Schedule Updated December 7, 2021

ID	Hist. ID	Address or Site Secondary ID	Year Built	Occupancy Department	Big Value Valuation Basis	Contents Value Valuation Basis
24	24	739 W Creekside Dr	1966	250K gal Ground Water Tank #1 & #2	\$360,678 \$800,000	\$0
25	25	739 W Creekside Dr	1966	Water Booster Pumps #1 & #2	Replacement Cost \$112,888 \$200,000	Replacement Cost \$0
26	26	739 W Creekside Dr	1966	Water Well #4 including Control Panel and Pump	Replacement Cost \$112,888 \$250,000	Replacement Cost \$0
27	27	739 W Creekside Dr	1998	Water Water Supply Facilities (other than buildings)	\$11,289 \$20,000	\$0
28	28	11 1/2 Farnham Park Dr	1987	WW Treatment Plant Process Units	Replacement Cost \$112,888 \$500,000	Replacement Cost \$0
29	29	11 1/2 Farnham Park Dr	1988 2018	Water Sewer Standby Generator Incl. Fuel Depot & Controls	Replacement Cost \$300,000	Replacement Cost \$0
30	30	129 Radney Rd	1959	Radney Road Lift Station Sewer	Replacement Cost \$45,155	Replacement Cost \$0
31	31	945 Echo Ln	1966	Echo Lane Lift Station Sewer	Replacement Cost \$45,155	Replacement Cost \$0
32	32	734 1/2 Timber Hill Dr.	1970	Timber Hill Lift Station Sewer	Replacement Cost \$45,115 \$30,000	Replacement Cost \$0
33	33	8455 Hunters Creek Dr	1987	Hunters Creek Lift Station Sewer	Replacement Cost \$45,155	Replacement Cost \$0
34	34	754 E Creekside Dr	1966	Creekside Lift Station Sewer	Replacement Cost \$45,155	Replacement Cost \$0
35	35	2019 N Arrowwood Cir	1978	Arrowwood Lift Station Sewer	Replacement Cost \$45,155 \$20,000	Replacement Cost \$0
36	36	15 Farnham Park Dr A	1991	Farnham Park Lift Station Sewer	Replacement Cost \$45,155 \$20,000	Replacement Cost \$0

Memorial Villages Water Authority

Property Schedule Updated December 7, 2021

ID	Hist ID	Address or Site Secondary ID	Year Built	Occupancy Department	Contents Value Valuation Basis	Contents Value Valuation Basis
37	37	851 Kuhlman Rd	1968	Sewer	\$45,155 \$20,000	Replacement Cost
38	38	20 1/2 Piney Point Rd	1983	South Piney Point Lift Station	\$45,155	Replacement Cost
39	39	1 1/2 Stonegate Dr	1971	Stonegate Lift Station	\$45,155 \$20,000	Replacement Cost
40	40	275 Timberwilde Ln	1961	Sewer	\$45,155	Replacement Cost
41	41	420 Thamer Ln	1980	Thamer Lane Lift Station	\$45,155	Replacement Cost
42	42	215 Voss Rd #A	1967	Sewer	\$45,155	Replacement Cost
43	43	19 Willowron Dr	1974	Willowron Lane Lift Station	\$45,155	Replacement Cost
44	44	101 Piney Point Rd	1973	Sewer	\$45,155	Replacement Cost

CURRENT BUILDING VALUE: \$ 9,895,804.00
 PROPOSED BUILDING VALUE: \$ 12,218,225.00
 PROPOSED VALUE INCREASE: \$ 2,322,421.00

CURRENT TML CONTRIBUTIONS: \$ 11,351.00
 PROPOSED TML CONTRIBUTIONS: \$ 14,620.00
 PROPOSED CONTRIBUTIONS INCREASE: \$ 3,269.00

*Total Premium Contributions for 2021-2022: \$41,397.00

ITEM 12

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
 Grover S. Grimes, President

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT

TX 0047457
 PERMIT NUMBER
 011 A
 DISCHARGE NUMBER

MONITORING PERIOD
 YEAR/MO/DAY
 FROM 21/10/01
 TO 21/10/31

TOTAL FACILITY DISCHARGE

F - FINAL
MAJOR

*** NO-DISCHARGE

PARAMETER	QUANTITY OR LOADING		QUALITY OR CONCENTRATION		NO. EX.	FREQUENCY OF ANALYSIS	SAMPLE TYPE
	AVERAGE	MAXIMUM	MINIMUM	MAXIMUM			
OXYGEN, DISSOLVED (DO)	MEASUREMENT	PERMIT REQUIREMENT	7.20	*****	0	2 / WEEK	GRAB
00300 1 0 0	MEASUREMENT	PERMIT REQUIREMENT	7.20	*****	0	2 / WEEK	GRAB
EFFLUENT GROSS VALUE	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
PH	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
00400 1 0 0	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
EFFLUENT GROSS VALUE	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
SOLIDS, TOTAL	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
SUSPENDED	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
00530 1 0 0	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
EFFLUENT GROSS VALUE	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
NITROGEN, AMMONIA	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
TOTAL (AS N)	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
EFFLUENT GROSS VALUE	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
50050 1 0 0	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
EFFLUENT GROSS VALUE	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
50050 P 0 0	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
See Comments Below	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
50050 P 0 0	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB
EFFLUENT GROSS VALUE	MEASUREMENT	PERMIT REQUIREMENT	6.7	*****	0	2 / WEEK	GRAB

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

Exhibit I

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 3, 2021

CERTIFIED MAIL - RETURN RECEIPT REQUESTED 9489 0090 0027 6008 6664 04

Mr. Gary Schenk, President
Memorial Villages Water Authority
8955 Gaylord Drive
Houston, Texas 77024

Re: Notice of Enforcement
Memorial Villages Water Authority Wastewater Treatment Facility
RN101520906, TPDES Permit No. WQ0010584001, EPA ID No. TX0047457
CCEDS Investigation No. 1756350.

Dear Mr. Schenk:

We have conducted a record review investigation of the self-reported data for the above-referenced permit and noted the following alleged violations.

Alleged Violations

1.	Failure to comply with the permit effluent limit for 5-day Carbonaceous Biochemical Oxygen Demand daily average (mg/L) at Outfall 001A for the monitoring periods ending 02/28/2021 and 04/30/2021.
2.	Failure to comply with other permit effluent limits during the period of 07/2020 through 06/2021.

Other Areas of Concern

The permittee needs to ensure that the Signatory Roles and Subscriber Agreements associated to this permit in the NetDMR system reflect the current Cognizant Official and any authorized users.

The Legislature has granted enforcement powers to the TCEQ to carry out its mission to protect human health and the environment. Due to the apparent seriousness of the alleged violations, formal enforcement action has been initiated, and additional violations may be cited upon further review. We encourage you to immediately begin taking actions to address the outstanding alleged violations.

In responding with prompt corrective action, the administrative penalty to be assessed may be limited.

Mr. Gary Schenk
Page 2

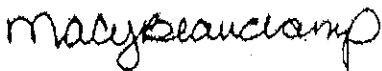
The Commission recognizes that the great majority of the regulated community wants to prevent pollution and to comply with environmental laws. We dedicate considerable resources toward making voluntary compliance achievable. But where compliance has not been met it is our duty to protect the public and the environment by enforcing the state's environmental laws, regulations, and permits.

Also, if you believe the violations documented in this notice have been cited in error, **and** you have additional information that we are unaware of, you may request a meeting to discuss this enforcement matter. To request a meeting, send a letter describing the additional information to the address shown below.

Manager, Water Section Enforcement Division, MC 219
Re: Enforcement Meeting Request Texas Commission on
Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

If you or members of your staff have any questions, please feel free to contact Ms. Tennille Thomas of my staff at (512) 239-1269 or (512) 534-5199.

Sincerely,



Ms. Macy Beauchamp, Team Leader
Compliance Monitoring Team (MC 224)
Texas Commission on Environmental Quality

MEMORIAL VILLAGES
WATER AUTHORITY

WASTE WATER TREATMENT FACILITY
MONTHLY OPERATING REPORT

FOR: October, 2021
PERMIT # TX-0047457

DATE	TIME	TREATMENT FACILITY QUANTITY & QUALITY RESULTS										RAW INFLUENT				RAIN
		TREATED MGD	CBOD mg/l	TSS mg/l	NH3-N mg/l	PH units	CL2 min	CL2 lbs	D.O. min	DE-CL2 max	e-coli cfu/100m	BOD mg/l	NH3N mg/l	TSS mg/l	VSS mg/l	TOTAL INCHES
1	07:00	1.577					1.85	140		0.05						
2	08:00	3.116					4.30	230		0.04						
3	08:00	1.625					7.10	160		0.05						
4	07:00	1.315					2.62	150		0.04						
5	07:00	1.470	8.60	4.20	0.10	7.30	2.73	120	7.50	0.05	8	247.0	20.7	188.0	162.0	
6	07:00	1.436					1.74	140		0.05						
7	07:00	1.291	6.80	3.40	0.10	7.30	1.38	120	7.40	0.05	4	137.0	25.7	58.0	56.0	
8	07:00	1.283					3.64	120		0.07						
9	08:00	1.298					5.02	100		0.04						
10	08:00	0.982					5.90	110		0.07						
11	07:00	1.149					2.62	150		0.08						
12	07:00	1.610	10.60	6.00	0.10	7.20	2.93	120	7.60	0.08	2	118.0	23.7	172.0	146.0	0.42
13	07:00	1.500					2.94	140		0.08						
14	07:00	1.478	9.50	3.20	0.10	7.30	4.07	120	7.80	0.07	15	191.0	33	178.0	154.0	
15	07:00	2.351					1.31	160		0.08						0.43
16	08:00	2.226					4.82	160		0.04						0.78
17	08:00	1.216					5.29	100		0.06						
18	07:00	1.037					2.15	100		0.05						
19	07:00	1.431	12.30	3.30	0.10	6.70	3.18	110	7.20	0.06	6	131.0	34.6	160.0	140.0	
20	07:00	1.346					3.44	110		0.07						
21	07:00	1.420	9.50	3.30	0.10	7.20	1.84	120	7.80	0.07	6	88.8	24.3	86.0	68.0	
22	07:00	1.379					1.44	100		0.06						
23	08:00	1.421					5.09	120		0.06						
24	08:00	1.197					5.08	120		0.06						0.09
25	07:00	1.076					2.54	100		0.08						
26	07:00	1.468	2.80	2.00	0.20	7.30	2.84	120	7.60	0.06	24	220.0	34.1	290.0	275.0	
27	07:00	1.400					2.63	100		0.05						
28	07:00	2.065	4.50	1.70	1.60	7.00	2.84	270	7.20	0.06	8	174.0	7.6	300.0	228.0	
29	07:00	1.338					1.71	120		0.06						
30	08:00	1.277					4.70	130		0.04						
31	08:00	1.030					4.60	100		0.04						
TOTAL		45.608	64.60	27.10	2.40	57.30	104.14	4060	60.10	1.82	73.00	1306.8	203.7	1432.0	1229.0	1.72
AVERAGE		1.478	8.08	3.39	0.30	7.16	3.36	131	7.51	0.06	9.13	163.4	25.5	179.0	153.6	0.43
MAXIMUM		3.116	12.30	6.00	1.60	7.30	7.10	270	7.80	0.08	24.00	247.0	34.6	300.0	275.0	0.78
MINIMUM		0.982	2.80	1.70	0.10	6.70	1.31	100.00	7.20	0.04	2.00	88.80	7.60	58.00	56.00	0.09

EFFLUENT CHARACTERISTICS				DISCHARGE LIMITATIONS				Self Monitoring Sample	
		Daily Avg mg/l (lbs/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 (76)	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

Exhibit J

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

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

A. Current Taxable Value \$ 5,814,908,669

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

Delinquent 2020 & Prior Tax Years	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Original Levy 0.026369	\$ 1,479,051.54	\$ -	\$ 1,479,051.54
Carryover Balance		89,931.28	89,931.28
Adjustments	54,282.04	(11,702.59)	42,579.45
Adjusted Levy	1,533,333.58	78,228.69	1,611,562.27
Less Collections Y-T-D	166,250.31	39,402.27	205,652.58
Receivable Balance	\$ 1,367,083.27	\$ 38,826.42	\$ 1,405,909.69

C. COLLECTION RECAP:

Current Month:	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Base Tax	\$ 159,703.05	\$ 684.78	\$ 160,387.83
Penalty & Interest		272.11	272.11
Attorney Fees		9.32	9.32
Other Fees	18.13	0.01	18.14
Total Collections	\$ 159,721.18	\$ 966.22	\$ 160,687.40

Year-To-Date:	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Base Tax	\$ 166,250.31	\$ 39,402.27	\$ 205,652.58
Penalty & Interest		7,722.44	7,722.44
Attorney Fees		1,874.96	1,874.96
Other Fees	221.39	1,203.61	1,425.00
Total Collections	\$ 166,471.70	\$ 50,203.28	\$ 216,674.98
Percent of Adjusted Levy	10.86%		14.13%

Exhibit K

MEMORIAL VILLAGES WATER AUTHORITY
FUND BALANCES - INVESTMENT AND BANK ACCOUNTS

12/7/2021

BANK ACCOUNTS

ACCT. NO.	MVWA FUND NAME	DEPOSITORY	TYPE OF FUND	ACCOUNT VALUE
3542466374	CHECKING - PF	WELLS FARGO	CHECKING	\$63,115.11
3542466382	CHECKING - PF PLUS	WELLS FARGO	INT. CHECKING	\$5,142,959.21

TOTAL VALUE \$5,206,074.32

PLEDGED SECURITIES, PAR VALUE, ABOVE FDIC COVERAGE

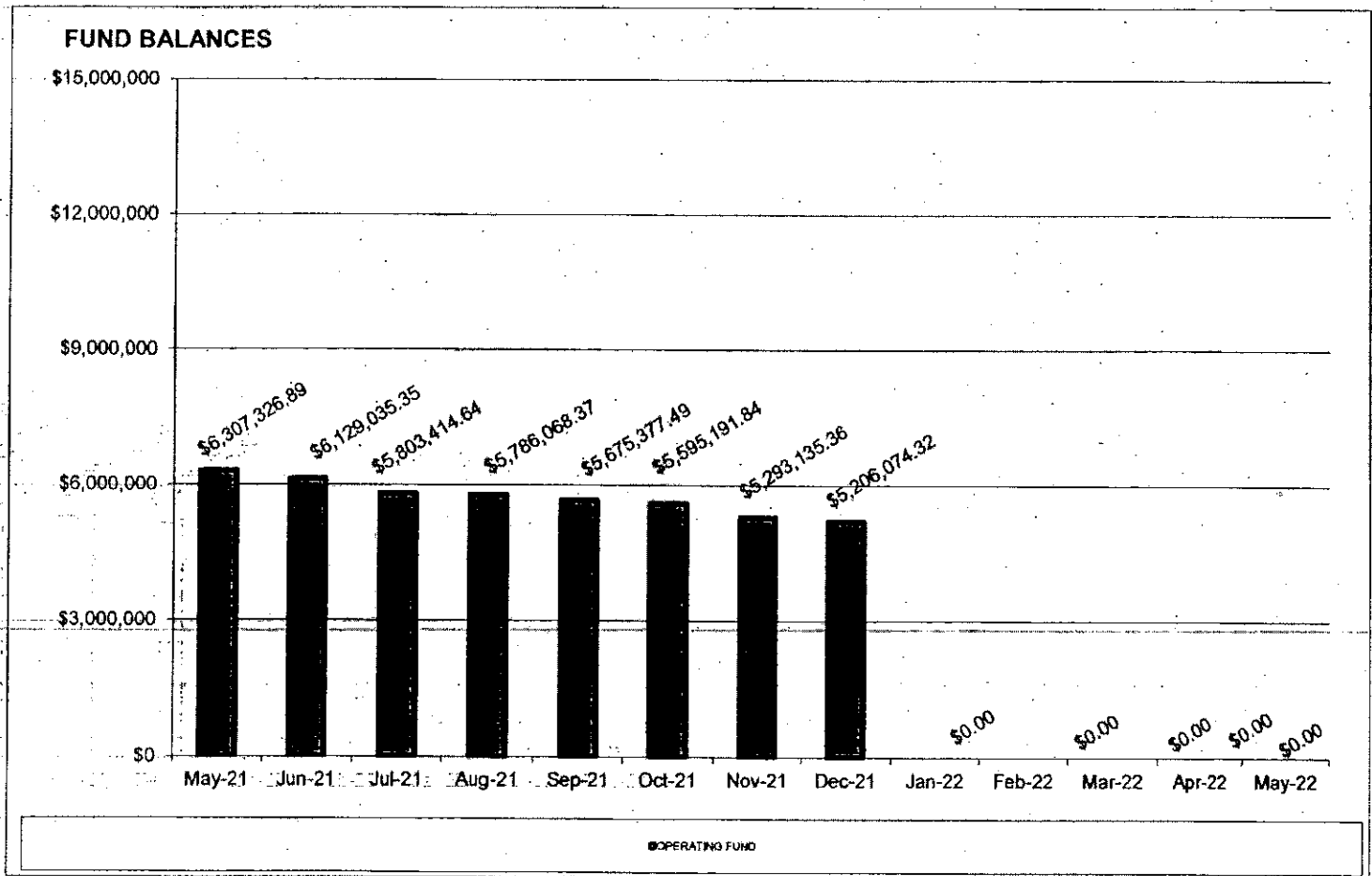
\$5,733,570.78

MVWA FUND NAME

TOTAL FUND VALUE

OPERATING FUND

TOTAL VALUE \$5,206,074.32



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 L

Memorial Villages Water Authority

Check Register

For the Period From Nov 22, 2021 to Nov 22, 2021

Filter Criteria includes: 1) Check Numbers from 5765 to 5787. Report order is by Date.

Check #	Payee	Amount
5765	ANN HARRIS BENNETT	16.50
5766	ARS RESCUE ROOTER	11,997.00
5767	CAVALLO ENERGY TEXAS LLC	25,541.56
5768	CENTERPOINT ENERGY	140.35
5769	CHEMICAL SOLUTIONS	1,582.00
5770	COMCAST	1,005.49
5771	COWBOY TRUCKING, INC.	26.00
5772	THE REINALT-THOMAS CORP	672.25
5773	DXI INDUSTRIES, INC.	3,201.00
5774	GRAINGER	768.24
5775	HARRIS COUNTY APPRAISAL DISTRI	2,861.00
5776	THE HARTFORD	659.00
5777	HOME DEPOT CREDIT SERVICES	1,444.86
5778	HUFCO	13.82
5779	J & T AUTOMOTIVE	1,149.29
5780	KIM DAO	4,281.25
5781	LEON W. LEVANDOWSKI, JR.	123.21
5782	PURIFY	3,411.72
5783	QUILL CORPORATION	176.00
5784	RADWELL INTERNATIONAL, INC.	345.92
5785	MY FLEET CENTER	45.90
5786	TX CHILD SUPPORT SDU	252.00
5787	VILLAGES MUTUAL INS. COOPERATI	32,889.90
Total		92,604.26

Exhibit M

Memorial Villages Water Authority
Payroll Check Register
For the Period From Nov 22, 2021 to Nov 22, 2021

Filter Criteria includes: 1) Check Numbers from 103585 to 103606. Report order is by Check Date. Report is printed in Detail Format.

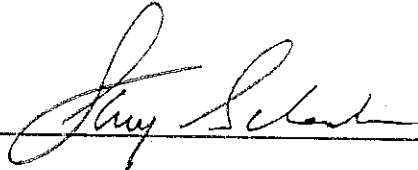
Reference	Employee	Amount
103585	Miguel A. Beltran	1,512.70
103586	Richard M. Culver	2,219.40
103588	Timothy D. Criss	1,274.59
103589	Robert S. Galbraith	1,622.02
103590	Nora J. Ivey	138.52
103591	Leon W. Levandowski Jr.	3,635.81
103593	Noe Martinez Jr.	2,507.86
103594	Kathleen M. Parsons	1,995.96
103595	Nelson B. Morgan	1,542.67
103597	Bobby Salazar	2,590.98
103598	DANIEL M. MURPHREE	1,215.17
103599	Pete Torres	2,676.25
103600	Christopher M. Simien	2,197.17
103601	Brenda J. Sierra	1,660.07
103602	Cecilio Hernandez	1,471.26
103603	Trey Cantu	4,594.95
103604	Cori D. Scott	1,503.13
103605	Adan A. Maravilla	1,487.64
103606	Cesar A. Martinez	1,576.64
	11/22/21 thru 11/22/21	37,422.79
	11/22/21 thru 11/22/21	37,422.79

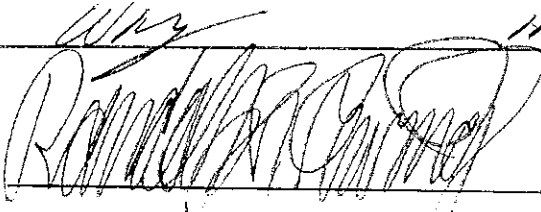
**Memorial Villages Water Authority
Check Register**

For the Period From Nov 22, 2021 to Nov 22, 2021

Filter Criteria includes: 1) Check Numbers from 1200 to 1200. Report order is by Date.

Check #	Date	Payee	Amount
1200	11/22/21	MVWA-BUSINESS CHECKING PF	130,000.00
Total			130,000.00

 11-22-21

 11-22-21
11/23/2021

Memorial Villages Water Authority
Check Register
For the Period From Nov 9, 2021 to Nov 9, 2021

Filter Criteria includes: 1) Check Numbers from 5733 to 5763. Report order is by Date.

Check #	Date	Payee	Amount
5733	11/9/21	A-B GAS COMPANY	27.00
5734	11/9/21	CHLORINATOR MAINT. CO., INC.	371.32
5735	11/9/21	CINTAS FIRE 636525	1,944.28
5736	11/9/21	CITY OF HOUSTON HEALTH DEPT.	264.00
5737	11/9/21	CORE & MAIN LP	3,940.00
5738	11/9/21	DXI INDUSTRIES, INC.	2,986.00
5739	11/9/21	EASTEX ENVIRONMENTAL LABORATORY	2,048.00
5740	11/9/21	WEX BANK	1,251.42
5741	11/9/21	GRAINGER	434.49
5742	11/9/21	HEALTHINVEST HRA	65.45
5743	11/9/21	HOME DEPOT CREDIT SERVICES	223.84
5744	11/9/21	INDUSTRIAL SERVICE SOLUTIONS	53,711.50
5745	11/9/21	NOE MARTINEZ, JR.	102.51
5746	11/9/21	QUADIENT LEASING USA, INC.	329.61
5747	11/9/21	QUILL CORPORATION	767.30
5748	11/9/21	BOBBY SALAZAR	300.00
5749	11/9/21	TAYLOR SUDDEN SERVICE, INC.	260.50
5750	11/9/21	TEXAS EXCAVATION	229.90
5751	11/9/21	TREY CANTU	238.72
5752	11/9/21	TX CHILD SUPPORT SDU	252.00
5753	11/9/21	TEXAS MUNICIPAL LEAGUE	32.66
5754	11/9/21	VERIZON WIRELESS	103.75
5755	11/9/21	WM CORPORATE SERVICES, INC	4,434.75
5761	11/9/21	BLUE IRON TECHNOLOGIES	1,046.25
5762	11/9/21	HARRIS-GALVESTON SUBSIDENCE DISTRICT	56,772.00
5763	11/9/21	LANGFORD ENGINEERING	61,687.07
Total			193,824.32

Checks - 5756 - 5760 Void

Memorial Villages Water Authority
Payroll Check Register
For the Period From Nov 9, 2021 to Nov 9, 2021

Filter Criteria includes: 1) Check Numbers from 103558 to 103584. Report order is by Check Date. Report is printed in Detail Format.

Reference	Date	Employee	Amount
103558	11/9/21	Miguel A. Beltran	1,512.70
103559	11/9/21	Richard M. Culver	3,531.77
103561	11/9/21	Timothy D. Criss	1,274.59
103562	11/9/21	Robert S. Galbraith	1,622.02
103563	11/9/21	Nora J. Ivey	138.52
103564	11/9/21	Leon W. Levandowski Jr.	3,635.81
103566	11/9/21	Noe Martinez Jr.	2,680.44
103567	11/9/21	Kathleen M. Parsons	1,995.96
103568	11/9/21	Nelson B. Morgan	1,542.67
103570	11/9/21	Bobby Salazar	1,726.83
103571	11/9/21	DANIEL M. MURPHREE	1,215.17
103572	11/9/21	Pete Torres	2,676.25
103573	11/9/21	Christopher M. Simien	2,764.66
103574	11/9/21	Brenda J. Sierra	1,660.07
103575	11/9/21	Cecilio Hernandez	1,471.26
103576	11/9/21	Trey Cantu	4,594.95
103577	11/9/21	Cori D. Scott	1,581.87
103578	11/9/21	Adan A. Maravilla	1,487.64
103579	11/9/21	Cesar A. Martinez	1,559.05
103580	11/9/21	Gary Schenk	277.05
103581	11/9/21	William H. Wilson	554.10
103582	11/9/21	Randolph Ewing	138.52
103583	11/9/21	Catherine L. Stubbs	415.57
103584	11/9/21	Locke A. Braly	138.52
		11/9/21 thru 11/9/21	40,195.99
		11/9/21 thru 11/9/21	40,195.99

Filter Criteria includes: 1) Check Numbers from 1199 to 1199. Report order is by Date.

Check #	Date	Payee	Amount
1199	11/9/21	MVWA-BUSINESS CHECKING PF	234,000.00
Total			234,000.00

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Memorial Villages Water Authority
Check Register
For the Period From Dec 7, 2021 to Dec 7, 2021

Filter Criteria includes: 1) Check Numbers from 5788 to 5821. Report order is by Date.

Check #	Date	Payee	Amount
5788	12/7/21	AVR INC	2,725.64
5789	12/7/21	ASSOCIATION OF WATER	700.00
5790	12/7/21	AMERICAN WATER WORKS ASSOCIATI	372.00
5791	12/7/21	BLUE IRON TECHNOLOGIES	1,435.55
5792	12/7/21	CAVALLO ENERGY TEXAS LLC	607.71
5793	12/7/21	DARRELL DELAHOUSSEY	52.65
5794	12/7/21	DAVID MORA	35.00
5795	12/7/21	DXI INDUSTRIES, INC.	1,298.80
5796	12/7/21	GORMAN UNIFORM	775.63
5797	12/7/21	HACH COMPANY	1,704.05
5798	12/7/21	HEALTHINVEST HRA	62.83
5799	12/7/21	IMAGE COMMUNICATION	89.44
5800	12/7/21	KATHLEEN PARSONS, CUSTODIAN	1,500.00
5801	12/7/21	KATHLEEN PARSONS	89.31
5802	12/7/21	L D WOODDY	81.84
5803	12/7/21	LEON W. LEVANDOWSKI, JR.	565.00
5804	12/7/21	NOE MARTINEZ, JR.	50.00
5805	12/7/21	Norton Rose Fulbright LLP	6,590.03
5806	12/7/21	OFFICE DEPOT	69.99
5807	12/7/21	PARTNERS IN BUILDING	65.00
5808	12/7/21	PM UTILITY SERVICES	3,091.25
5809	12/7/21	PURIFY	2,470.50
5810	12/7/21	QUILL CORPORATION	152.54
5811	12/7/21	MY FLEET CENTER	126.64
5812	12/7/21	TCEQ	9,251.20
5813	12/7/21	TEXAS EXCAVATION	202.35
5814	12/7/21	TEXAS PRIDE DISPOSAL	78.22
5815	12/7/21	TEXAS WATER UTILITIES ASSOC	720.00
5816	12/7/21	TREY CANTU	575.00
5817	12/7/21	TX CHILD SUPPORT SDU	252.00
5818	12/7/21	VERIZON WIRELESS	103.75
5819	12/7/21	WM CORPORATE SERVICES, INC	18,809.44

Memorial Villages Water Authority**Check Register****For the Period From Dec 7, 2021 to Dec 7, 2021**

Filter Criteria includes: 1) Check Numbers from 5788 to 5821. Report order is by Date.

Check #	Date	Payee	Amount
5820	12/7/21	WATER UTILITY SERVICES, INC.	2,275.00
5821	12/7/21	WHARTON-SMITH, INC.	325,125.00
Total			<u>382,103.36</u>

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

Filter Criteria includes: 1) Check Numbers from 103607 to 103626. Report order is by Check Date. Report is printed in Detail Format.

Reference	Date	Employee	Amount
103607	12/6/21	Miguel A. Beltran	2,702.83
103608	12/6/21	Richard M. Culver	1,879.49
103610	12/6/21	Timothy D. Criss	501.19
103611	12/6/21	Robert S. Galbraith	2,483.31
103612	12/6/21	Leon W. Levandowski Jr.	2,682.99
103614	12/6/21	Noe Martinez Jr.	2,131.56
103615	12/6/21	Kathleen M. Parsons	2,131.56
103616	12/6/21	Nelson B. Morgan	230.87
103618	12/6/21	Bobby Salazar	1,779.81
103619	12/6/21	DANIEL M. MURPHREE	138.52
103620	12/6/21	Pete Torres	1,779.81
103621	12/6/21	Christopher M. Simien	230.87
103622	12/6/21	Brenda J. Sierra	1,758.97
103623	12/6/21	Cecilio Hernandez	1,477.74
103624	12/6/21	Cori D. Scott	230.87
103625	12/6/21	Adan A. Maravilla	1,428.06
103626	12/6/21	Cesar A. Martinez	869.55
		12/6/21 thru 12/6/21	<u>24,438.00</u>
		12/6/21 thru 12/6/21	<u><u>24,438.00</u></u>

Memorial Villages Water Authority
Payroll Check Register
For the Period From Dec 7, 2021 to Dec 7, 2021

Filter Criteria includes: 1) Check Numbers from 103627 to 103648. Report order is by Check Date. Report is printed in Detail Format.

Reference	Date	Employee	Amount
103627	12/7/21	Miguel A. Beltran	1,512.70
103628	12/7/21	Richard M. Culver	4,456.16
103630	12/7/21	Timothy D. Criss	1,396.73
103631	12/7/21	Robert S. Galbraith	1,622.02
103632	12/7/21	Nora J. Ivey	138.52
103633	12/7/21	Leon W. Levandowski Jr.	4,033.64
103635	12/7/21	Noe Martinez Jr.	2,887.54
103636	12/7/21	Kathleen M. Parsons	1,995.96
103637	12/7/21	Nelson B. Morgan	1,542.67
103639	12/7/21	Bobby Salazar	2,590.98
103640	12/7/21	Daniel M. Murphree	1,231.79
103641	12/7/21	Pete Torres	1,751.14
103642	12/7/21	Christopher M. Simien	2,197.17
103643	12/7/21	Brenda J. Sierra	1,660.07
103644	12/7/21	Cecilio Hernandez	1,471.26
103645	12/7/21	Trey Cantu	4,594.95
103646	12/7/21	Cori D. Scott	1,581.87
103647	12/7/21	Adan A. Maravilla	1,487.64
103648	12/7/21	Cesar A. Martinez	1,576.64
		12/7/21 thru 12/7/21	<u>39,729.45</u>
		12/7/21 thru 12/7/21	<u><u>39,729.45</u></u>

**Memorial Villages Water Authority
Check Register****For the Period From Dec 7, 2021 to Dec 7, 2021**

Filter Criteria includes: 1) Check Numbers from 1201 to 1201. Report order is by Date.

Check #	Date	Payee	Amount
1201	12/7/21	MVWA-BUSINESS CHECKING PF	446,000.00
Total			<u>446,000.00</u>

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