

MINUTES OF MEETING OF BOARD OF SUPERVISORS  
JANUARY 4, 2022

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 January 4, 2022, 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 Supervisors Wilson and Baysal, thus constituting a quorum. Also attending were Mr. Trey Cantu, General Manager of the Authority; Mr. John Davis 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.** Mr. Manning stated that he appreciates Mr. Cantu's communication with the residents regarding the ongoing Gaylord Water Plant project. He advised the Board that he would like the Authority to build a taller fence from the building line to the property line than the 8 foot fence currently planned because of the line of sight from his house. Discussion ensued.

2. **Approve minutes of the December 7, 2021 regular meeting.** Proposed minutes of the December 7, 2021 meeting, previously distributed to the Board, were submitted for consideration and approval. Upon motion by Supervisor Roa, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted 4-0 to approve the minutes of the December 7, 2021 regular meeting, as revised. Supervisor Ewing abstained.

3. **Status report on Gaylord Water Plant project, consider Pay Estimate #7 and Change Order #2, requested improvements in the area, and take any necessary action.** Mr. Davis discussed with the Board the Gaylord Water Plant project stating that it is currently 48.42% complete and that work is ongoing. Mr. Davis stated that the first ring wall below the dome has been completed and the contractor will be raising the roof tomorrow morning. He stated that the

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contractor feels confident that the tank rings will be complete by the end of February. Discussion ensued regarding the schedule and the time used by the contractor.

Mr. Davis discussed with the Board the proposed change order no. 2 in the amount of 41,696.79 for a new well electrical line and well electrical wire, a copy of which is attached hereto as Exhibit "B." Mr. Davis said he does not agree with the 14 extra days the contractor has requested for completion of the change order. Discussion ensued.

Mr. Cantu discussed the status of the fence and landscaping for the project. He stated that he received a rough estimate of \$125,000 for a 16 foot fence to the building line and a 10 foot fence from the building line to the property line. He said the contract allowance currently in place is \$70,000 for an 8 foot cedar fence on two sides of the property. Discussion ensued.

Mr. Davis presented to the Board Pay Estimate No. 7 in the amount of \$442,260.00 to Wharton-Smith, Inc., a copy of which is attached hereto as Exhibit "C." Upon motion by Supervisor Ewing, seconded by Supervisor Braly, after full discussion and the question being put to the Board, the Board voted unanimously to approve Pay Estimate No. 7 in the amount of \$442,260.00 to Wharton-Smith, Inc.

**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 will be installing the Motor Control Center ("MCC") in February. He reported that the contractor has also removed all of the old electrical units from the Well.

**5. Consider commitment from Allegiance Bank for credit agreement for emergency liquidity needs and take any necessary action.** Mr. Cantu presented to and reviewed with the Board the commitment letter from Allegiance Bank, a copy of which is hereto attached as Exhibit "D". He stated that he had arranged a conference call with Allegiance Bank which Supervisors Baysal, Braly and Stubbs and Ms. Ellison had attended. He gave a summary of the points discussed on the call. Discussion ensued.

Upon motion by Supervisor Braly, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted unanimously to approve the commitment from Allegiance Bank for a credit agreement for emergency liquidity needs and to authorize its execution by the President.

**6. Consider selection of depository bank, authorize execution of all documents required to open an account and approve Depository Pledge Agreement.** Mr. Cantu said that he recommended that the Board approve Allegiance Bank as its depository bank and move its accounts to Allegiance Bank. He discussed the difference in fees from the Authority's current depository bank, Wells Fargo. Ms. Ellison presented to and reviewed with the Board a Depository Pledge Agreement ("DPA") with Allegiance Bank, a copy of which is hereto attached as Exhibit "E". She described the purpose of the agreement. Discussion ensued regarding the process of switching banks. Upon motion by Supervisor Braly, seconded by Supervisor Ewing, after full discussion and the question being put to the Board, the Board voted unanimously to appoint Allegiance Bank as its depository bank, transfer its accounts from Wells Fargo to Allegiance Bank, and approve the Depository Pledge Agreement with Allegiance Bank.

**7. Consider additional information on Directors and Officers liability insurance.**

Ms. Ellison stated that at the last meeting the Board discussed purchasing a Directors and Officers Liability Insurance ("D&O") policy from a private insurer. She stated that the Authority currently has a policy with Texas Municipal League ("TML"), which is called an Errors and Omissions Liability policy (E&O") but encompasses what is normally included in a D&O policy. She said that the TML policy is primary coverage and the D&O policies being offered to water districts from private insurers are also primary coverage. She said the insurance consultant she talked to did not recommend purchasing a D&O policy because having two policies providing primary coverage might result in disputes between the two insurance companies about which one would cover a claim and could result in the Authority having no insurance coverage. The Board concurred and decided not to purchase a D&O policy.

**8. 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 "F."

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

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 "H."

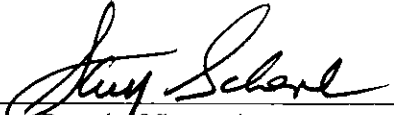
Mr. Cantu discussed the Notice of Enforcement from the Texas Commission on Environmental Quality ("TCEQ"). He said he had talked to Eddie Lewis, an environmental attorney at NRF, about the Notice and that they planned to try to meet with the TCEQ and find out more about their concerns. The President urged Mr. Cantu to work on getting the issue resolved.

**9. Authorize payment of bills.** Upon motion by Supervisor Roa, 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 "I."

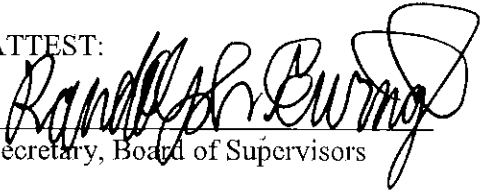
THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, the meeting was adjourned.

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The above and foregoing minutes were passed and approved by the Board of Supervisors on February 1, 2021.

  
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President, Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Supervisors

(AUTHORITY SEAL)



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, January 4, 2022**. At such meeting, the Board will consider the following:

1. Public Comments;
2. Approve minutes of the December 7, 2021 regular meeting;
3. Status report on Gaylord Water Plant project, consider Pay Estimate #7 and Change Order #2, 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. Consider commitment from Allegiance Bank for credit agreement for emergency liquidity needs and take any necessary action;
6. Consider selection of depository bank, authorize execution of all documents required to open an account and approve Depository Pledge Agreement;
7. Consider additional information on directors and officers liability insurance;
8. 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
9. Authorize payment of bills.

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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.

CERTIFICATE OF POSTING

THE STATE OF TEXAS  
COUNTY OF HARRIS  
MEMORIAL VILLAGES WATER AUTHORITY

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I hereby certify that on December 30, 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 30 day of DECEMBER, 2021.



## CHANGE ORDER NO. 2

January 4, 2022

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

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

Contractor: Wharton-Smith, Inc.

Project: Gaylord Water Plant Improvements  
LEI Job No. 032-117, Contract No. 2

Original Contract Amount As Executed: \$3,635,955.00

Dear President and Board of Directors:

Your approval is requested on the following items for the above referenced project.

| <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                               | <u>Qty.</u> | <u>Unit</u> | <u>Each</u> | <u>Cost</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-------------|-------------|
| 39. All Work, Materials and Labor Necessary for The Furnishing and Installation of 4" and Extra 1" Conduit And Conductors Leading Towards The Existing Water Well No. 1, Including Saw-Cutting, Removal and Replacement of Existing 8" Reinforced Concrete, and Necessary Number of Road Plates, including installation of two (2) extra 1" conduit to Tanks for Future CCTV. Complete In Place. | 1           | LS          | 1           | \$41,696.79 |

Change Order No. 2  
032-117, Contract No. 2

January 4, 2022  
Page 2

|                                                        |                        |
|--------------------------------------------------------|------------------------|
| Total Change Order No. 2                               | \$41,696.79            |
| Total Change Order No. 1                               | \$7,187.50             |
| Original Contract Amount                               | <u>\$3,635,955.00</u>  |
| Adjusted Contract Amount                               | \$3,684,839.29         |
| Original Contract Time                                 | 360 Calendar Days      |
| Extension of Time This Change Order No. 2              | <u>0</u> Calendar Days |
| Total Time with Extensions for This Change Order No. 2 | 360 Calendar Days      |

Change Order No. 2 represents a 1.33% increase 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.

WHARTON-SMITH, INC.

By: \_\_\_\_\_  
John K. Davis, P.E.  
President

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

MEMORIAL VILLAGES WATER AUTHORITY

By: \_\_\_\_\_

Date \_\_\_\_\_

Langford Engineering, Inc.  
1050 West Sam Houston Parkway North, Suite 200  
Houston, Texas 77043

MONTHLY ESTIMATE NO. 7  
LEI Job No. 032-117 Contract No. 2

Memorial Villages Water Authority

Gaylord Water Plant Improvements

1-Dec-21

Thru

31-Dec-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:  | 263 Calendar Days |
| Contract Dated:    | 2-Apr-21          |             |                   |
| Work Order Dated:  | 12-Apr-2021       |             |                   |
| Completion Date:   | 7-Apr-2022        | (Scheduled) |                   |
|                    |                   | (Actual)    |                   |
| Percent Time Used: | 73.06%            |             |                   |
| Percent Complete:  | 48.42%            |             |                   |
| Current Contract:  | \$3,643,142.50    |             |                   |

| 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. | 0.00 | 0.00 | 0    | \$ | 2,000.00   | \$0.00      |
| 5.2 | Demo Storm Inlet & Pipe S of GST 2                                                                                                                                                                                  | 1   | L.S. | 0.00 | 0.00 | 0    | \$ | 1,000.00   | \$0.00      |
| 5.3 | Demo Inlet at BPS                                                                                                                                                                                                   | 1   | L.S. | 0.00 | 1.00 | 1    | \$ | 1,000.00   | \$1,000.00  |
| 5.4 | Demo Inlet at Office                                                                                                                                                                                                | 1   | L.S. | 0.00 | 0.00 | 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. | 1.00 | 0.00 | 1    | \$ | 5,000.00   | \$5,000.00  |
| 7.2 | Subgrade Prep                                                                                                                                                                                                       | 1   | L.S. | 0.00 | 1.00 | 1    | \$ | 35,000.00  | \$35,000.00 |
| 7.3 | Form and Pour Slab                                                                                                                                                                                                  | 1   | L.S. | 0.00 | 0.20 | 0.20 | \$ | 90,000.00  | \$18,000.00 |
| 7.4 | Form and Pour Pump Pads                                                                                                                                                                                             | 1   | L.S. | 0.00 | 0.00 | 0    | \$ | 25,000.00  | \$0.00      |
| 7.5 | Install Flange Piping and Valves                                                                                                                                                                                    | 1   | L.S. | 0.00 | 0.00 | 0    | \$ | 125,000.00 | \$0.00      |
| 7.6 | Install Pumps                                                                                                                                                                                                       | 1   | Ea.  | 0.00 | 0.00 | 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. | 0.00 | 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.  | 0.00 | 1.00 | 1    | \$ | 3,000.00   | \$3,000.00  |
| 9.2 | Install 8" PVC Storm Sewer                                                                                                                                                                                          | 1   | L.S. | 0.00 | 0.00 | 0    | \$ | 2,000.00   | \$0.00      |
| 9.3 | Install 18" PVC Sewer                                                                                                                                                                                               | 1   | L.S. | 0.00 | 0.00 | 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.  | 0.00 | 0.00 | 0 \$    | 10,000.00  | \$0.00      |
| 10.2 | Install 4" Water Line                                                                                                                                                                                                                                                                                                                                                                          | 1 L.S.  | 1.00 | 0.00 | 1 \$    | 20,000.00  | \$20,000.00 |
| 10.3 | Install 12" Fill Line                                                                                                                                                                                                                                                                                                                                                                          | 1 L.S.  | 1.00 | 0.00 | 1 \$    | 60,000.00  | \$60,000.00 |
| 10.4 | Install 12" Equalization Line                                                                                                                                                                                                                                                                                                                                                                  | 1 L.S.  | 0.00 | 0.00 | 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.  | 0.50 | 0.00 | 0.5 \$  | 45,000.00  | \$22,500.00 |
| 10.8 | Install 18" Suction Line @ GST                                                                                                                                                                                                                                                                                                                                                                 | 1 L.S.  | 0.00 | 0.00 | 0 \$    | 40,000.00  | \$0.00      |
| 10.9 | Install 18" Suction Line @ BPS                                                                                                                                                                                                                                                                                                                                                                 | 1 L.S.  | 0.00 | 0.00 | 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 | 0.50 | 1.00 \$ | 6,000.00   | \$6,000.00  |
| 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 MWWA 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    | 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. | 1    | 0    | 1 \$    | 90,000.00 \$90,000.00   |
| 16.3  | Duct Bank Install                                                                                                                                                                                                                                                                                                                                                           | 1 | L.S. | 1    | 0    | 1 \$    | 110,000.00 \$110,000.00 |
| 16.4  | MCC Install                                                                                                                                                                                                                                                                                                                                                                 | 1 | L.S. | 0    | 0.20 | 0.20 \$ | 100,000.00 \$20,000.00  |
| 16.5  | Autosensory Modifications                                                                                                                                                                                                                                                                                                                                                   | 1 | L.S. | 0    | 0    | 0 \$    | 30,000.00 \$0.00        |
| 16.6  | BPS Electrical Rough In                                                                                                                                                                                                                                                                                                                                                     | 1 | L.S. | 1    | 0    | 1 \$    | 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. | 1    | 0    | 1 \$    | 4,000.00 \$4,000.00     |
| 18.4  | Form and Pour New MCC Slab                                                                                                                                                                                                                                                                                                                                                  | 1 | L.S. | 0.75 | 0.25 | 1.00 \$ | 3,000.00 \$3,000.00     |
| 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    | 1    | 1 \$    | 10,000.00 \$10,000.00   |
| 19.2  | Install Partition Wall/Sliding Door/Drywall                                                                                                                                                                                                                                                                                                                                 | 1 | L.S. | 0    | 0.25 | 0.25 \$ | 15,000.00 \$3,750.00    |

|      |                                                                                                                                                                                                                                                                                            |          |       |      |          |           |             |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|------|----------|-----------|-------------|
| 19.3 | Interior Ceiling Improvements                                                                                                                                                                                                                                                              | 1 L.S.   | 0     | 1    | 1 \$     | 6,000.00  | \$6,000.00  |
| 19.4 | Clean/Surface Prep/Coat (Interior and Exterior)                                                                                                                                                                                                                                            | 1 L.S.   | 0     | 0.25 | 0.25 \$  | 4,000.00  | \$1,000.00  |
| 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. | 400 | 0 | 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 MWWA Approval, as per Plans and Specifications, Design for Future Height Adjustment from 24' to 33' Wall Height, Complete in Place |          |      |      |         |            |              |
| B.1    | Approved Tank Submittals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 L.S.   | 1    | 0    | 1 \$    | 75,000.00  | \$75,000.00  |
| B.2    | Tank 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |      |      |         |            |              |
| B.2.1. | Subgrade Prep                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1 L.S.   | 1.00 | 0.00 | 1.00 \$ | 30,000.00  | \$30,000.00  |
| B.2.2. | Install In and Under Piping                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1 L.S.   | 1.00 | 0.00 | 1.00 \$ | 25,000.00  | \$25,000.00  |
| B.2.3. | Form and Pour Ringwall                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1 L.S.   | 0.50 | 0.50 | 1.00 \$ | 100,000.00 | \$100,000.00 |
| B.2.4. | Backfill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 L.S.   | 0.50 | 0.30 | 0.80 \$ | 50,000.00  | \$40,000.00  |
| B.2.5. | Form and Pour Tank Slab                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1 L.S.   | 0.00 | 1.00 | 1.00 \$ | 100,000.00 | \$100,000.00 |
| B.2.6. | Install Wall Panels                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1 L.S.   | 0.00 | 0.20 | 0.20 \$ | 172,500.00 | \$34,500.00  |
| 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. | 1.00 | 0.00  | 1.00  | \$ | 30,000.00  | \$30,000.00  |
| B.3.2.             | Install In and Under Piping                                                                                                                                                            | 1     | L.S. | 1.00 | 0.00  | 1.00  | \$ | 25,000.00  | \$25,000.00  |
| B.3.3.             | Form and Pour Ringwall                                                                                                                                                                 | 1     | L.S. | 0.50 | 0.50  | 1.00  | \$ | 100,000.00 | \$100,000.00 |
| B.3.4.             | Backfill                                                                                                                                                                               | 1     | L.S. | 0.50 | 0.30  | 0.80  | \$ | 50,000.00  | \$40,000.00  |
| B.3.5.             | Form and Pour Tank Slab                                                                                                                                                                | 1     | L.S. | 0.00 | 1.00  | 1.00  | \$ | 100,000.00 | \$100,000.00 |
| 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    | 1,270 | 1,270 | \$ | 20.00      | \$25,400.00  |
| 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 |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---|---|------|--------|--------|

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 |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---|---|------|----------|------------|

Summary of Work to Date

|                                              |                     |
|----------------------------------------------|---------------------|
| Work Performed to Date                       | \$1,764,045.50      |
| Less 10% Retainage                           | \$176,404.55        |
| Net Amount Earned to Date                    | \$1,587,640.95      |
| Add: Materials Stored at Close of Period     | \$0.00              |
| Less 10% Retained on Hand                    | \$0.00              |
| Subtotal Work Completed and Materials Stored | \$1,587,640.95      |
| Less Previous Payments                       | \$1,145,380.95      |
| <b>AMOUNT DUE THIS ESTIMATE</b>              | <b>\$442,260.00</b> |

Summary of Adjusted Contract

|                                |                       |
|--------------------------------|-----------------------|
| Original Contract Amount       | \$3,635,955.00        |
| Change Order No. 1             | \$7,187.50            |
| <b>CURRENT CONTRACT AMOUNT</b> | <b>\$3,643,142.50</b> |

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.

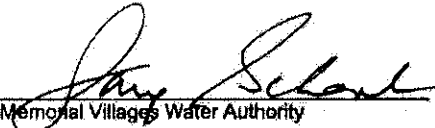
Date: 1-4-2022

Accepted:

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

Date: 1/4/22

Approved:

By:   
 Memorial Villages Water Authority  
 Print Name: GARY SCHENK

Date: 1/4/22

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

## CONTRACTOR'S AFFIDAVIT OF BILLS PAID

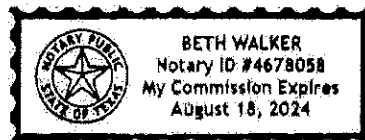
OWNER: Memorial Villages Water Authority  
PROJECT: Gaylord Water Plant Improvements  
CONTRACTOR: Wharton-Smith, Inc.

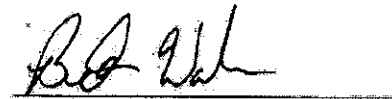
I certify that all just and lawful bills against the above-named Contractor for labor, material, and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of this partial payment of the Owner to comply with the Contract requirements. This is to certify that I am relieving Memorial Villages Water Authority of liability and claims occurring in connection with this Project through December 31, 2021 (the date of Pay Estimate No. 7).

Wharton-Smith, Inc.

  
Andre Boagni, Area Manager

Subscribed and sworn to before me, the undersigned authority on this the 31<sup>st</sup> day of January, 2022.



  
Notary Public, State of Texas

## WAIVER AND LIEN RELEASE

STATE OF TEXAS  
COUNTY OF FORT BEND

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

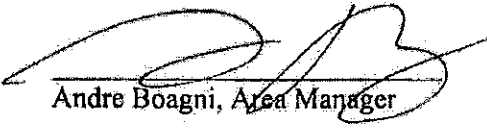
**CONTRACTOR:** Wharton-Smith, Inc.

|                                            |                   |
|--------------------------------------------|-------------------|
| This Payment:                              | \$ 442,260.00     |
| Total Paid to Date Including This Payment: | \$ 1,587,640.95   |
| For Work Performed Through:                | December 31, 2021 |
| Pay Estimate No.                           | 7                 |

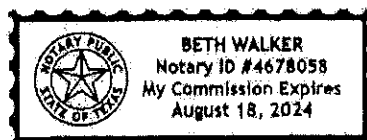
Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or material man's lien or claims of lien, including any constitutional lien or claim thereto, that the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

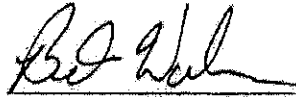
The undersigned further certifies and warrants that there are no known mechanic's or material man's liens outstanding as of the date hereof, that all bills incurred by it with respect to the work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis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

Wharton-Smith, Inc.

  
Andre Boagni, Area Manager

Subscribed and sworn to before me, the undersigned authority on this the 4<sup>th</sup> day of January, 2022



  
Notary Public for the State of Texas



December 10, 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.

|                                  |                                                                                                                                                                                                                                                                             |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BORROWER(S):</b>              | MEMORIAL VILLAGES WATER AUTHORITY (hereinafter referred to as " <u>Borrower</u> " or the " <u>Authority</u> ")                                                                                                                                                              |
| <b>ACCEPTANCE:</b>               | 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., Friday, January 7th, 2022, or this commitment is void.                                                                        |
| <b>EXPIRATION OF COMMITMENT:</b> | Unless specifically extended in writing by Lender, this commitment will expire and become void at 5:01 p.m. on January 7, 2022. If you wish to cancel this commitment prior to this date, please provide written notice to Lender as soon as possible.                      |
| <b>LOAN AMOUNT:</b>              | \$3,000,000.00                                                                                                                                                                                                                                                              |
| <b>TYPE OF FACILITY:</b>         | REVENUE TAX LOAN (hereinafter referred to as the " <u>Loan</u> ") as defined in Texas Water Code Ch. 49.152 and 153.                                                                                                                                                        |
| <b>BANK LOAN STATUS:</b>         | The Loan is being offered to Borrower for its own use and not with a view toward resale or distribution.                                                                                                                                                                    |
| <b>PURPOSE/USE OF PROCEEDS:</b>  | 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.                                                                                                    |
| <b>TERM OF LOAN:</b>             | 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. |
| <b>AMORTIZATION:</b>             | Interest on any draws due quarterly – Principal + Interest due at maturity                                                                                                                                                                                                  |

P.O. Box 41314, Houston, TX 77241-1314    AllegianceBank.com

Initials: \_\_\_\_\_

**COLLATERAL:** 1<sup>st</sup> 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 10, 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: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Trey Cantu, General Manager  
Memorial Villages Water Authority

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Initials: \_\_\_\_\_

## Trey Cantu

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**From:** Tim Kreitzer <Tim.Kreitzer@allegiancebank.com>  
**Sent:** Thursday, December 16, 2021 10:11 AM  
**To:** Trey Cantu  
**Cc:** Michelle Valencia  
**Subject:** Follow up- AG Approval

Trey,

Thank you for the time on Tuesday.

Per Andrew Clark- Naman, Howell Smith and Lee-

Impacts on going to the AG —

Plan on adding 3 weeks to closing time- as the AG has 10 business days to review.

The AG charges a fee equal to ½ of 1% - so in this case \$3,000.

In addition- due to the added work/time involved- outside bank counsel fees will increase by \$1,500- to \$6,500.00.

Please let me know if any other questions arise as the Authority reviews its options.

Take care,



**TIM KREITZER**  
**SENIOR VICE PRESIDENT GOVERNMENT BANKING**  
**2200 NASA PKWY SUITE 100**  
**HOUSTON, TX 77058**  
**(713) 454-8197 | DIRECT**  
**(281) 961-2565 | CELL**  
**TIM.KREITZER@ALLEGIANCEBANK.COM**

**Important Message to our valued customers: Fraud, phishing and email compromise are on the rise.**

**Do not change payment instructions on wires or ACH without calling the person you are paying using a trusted phone number (NOT email).**

This e-mail message and any attachments may contain confidential information. If you are not the intended recipient, you are hereby notified that the use, distribution, disclosure or reproduction of the message or attachments, as well as any reliance thereon, is prohibited. In such a case, please notify the sender by return e-mail immediately and erase all copies of the message and any attachments. Unless a specific statement to the contrary is included herein, neither the typed name of the sender nor anything else in this e-mail message is intended to constitute an electronic signature. Opinions, conclusions, and other information in this message and any attachments that do not relate to

official business are neither given nor endorsed by Allegiance Bank. Allegiance Bank reserves the right to monitor all e-mail communications through its network.

Allegiance Bank will never request that you provide personal or financial information via unsecured e-mail. Please report to us any suspicious e-mails you receive that request personal or financial information and claim to be from Allegiance Bank.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

## Trey Cantu

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**From:** Trey Cantu  
**Sent:** Thursday, December 30, 2021 9:15 AM  
**To:** Gary Schenk; 'William (Will) Wilson'; 'Randolph Ewing'; Veronica Roa; cls.stubbs1@gmail.com; Unal Baysal; Locke Braly  
**Cc:** Kathleen Ellison  
**Subject:** Allegiance Bank Loan  
**Attachments:** Follow up- AG Approval; AB Form - Commitment Letter MVWA 2021-Revised.pdf

Good morning Supervisors,

As directed by the Board at our December 7th meeting, an advisory committee was formed to resolve concerns with bank loan terms and conditions. On December 14th Board members Locke Braly, Unal Baysal, and Cathy Stubbs along with Kathleen Ellison and myself met with Allegiance Bank officers Tim Kreitzer and Michelle Valencia.

A 36 month advancing term loan is being proposed and would be secured by the pledge of net operating revenues. The only collateral for the loan is operating revenue of the Water Authority, net of reasonable operating expenses. Therefore the pledge will not affect our ability to operate the system.

If the Water Authority were to default on the loan by not meeting the loan conditions or by not making all payments by the end of the term, the bank would need to assess what steps to take. Kathleen Ellison thinks the most likely scenario is that the parties would agree on a payment schedule with default interest and the Authority would set up a lock box for water bill payments and pay itself reasonable operating expenses from the revenues after approval of the bank. A court order might be needed to reach agreement.

The bank has no offset rights so it could not seize money on deposit in the bank. Tax revenues and accounts are not covered in the pledge. The pledge does go into effect when the loan documents are signed but should not be an impediment to the Authority.

The loan term is 36 months. This loan cannot be extended without Attorney General authorization. If there is an interest to extend beyond 36 months, the loan documents must be prepared in advance and in accordance with AG requirements. An estimate of the time & costs of such planning is provided in the attached email from Allegiance Bank. Revised commitment letter also attached.

Kathleen Ellison reports that a term loan longer than 3 years would also require approval of the bonds by the Texas Commission on Environmental Quality. Getting this approval is a complicated process with a lead time of about nine months. In addition, specific projects must be designated in the approval. Therefore, a term longer than 3 years seems to be impractical.

Another option the bank offered is for the Authority to cancel the current loan if there is no balance on the loan, and enter into a new loan before borrowing. Then the Authority can get the full 3 years to pay. This option would entitle the bank to review the Authority's credit at the time of the new loan and is not guaranteed, but it seems likely that the bank would agree to the new loan.

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

Ph: 713-465-8318  
Fax: 713-465-8387

**\*\*\*\*ATTENTION PUBLIC OFFICIALS AND OFFICIALS WITH OTHER INSTITUTIONS SUBJECT TO THE OPEN MEETINGS ACT\*\*\*\***

*A "Reply to All" to this message could lead to violations of the Texas Open Meeting Act Texas Government Code Section 551. Please reply to sender only.*

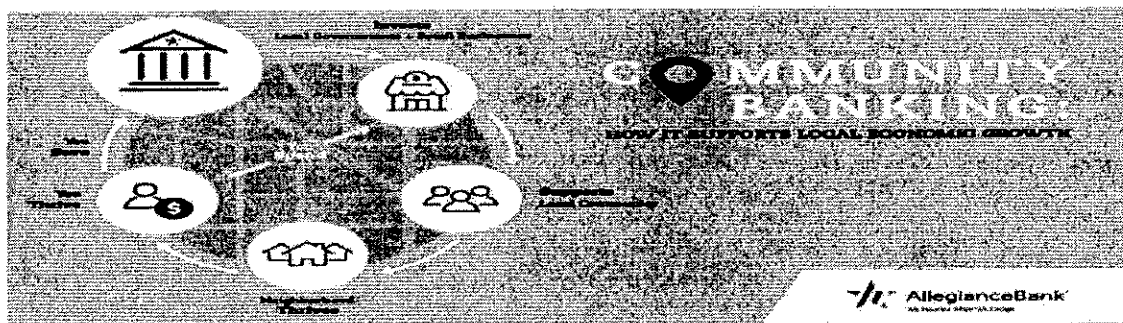


## Executive Summary

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 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 as- well as distributing the monthly collateral reporting, if desired. The Bank understands that government entities are unique- State of 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 turns help the communities grow and thrive- which ultimately means- more reliance on Authorities like Memorial Villages to help serve the community- **"full circle banking"**. This 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](mailto:michelle.valencia@allegiancebank.com)**

**Kimberly Hunter**

**Sr. Vice President**

**Treasury Management Sales-Government Banking**

**281.740.0309**

**[kimberly.hunter@allegiancebank.com](mailto: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 clients. 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 |
| Less Average Daily Float                      | 0.00         |
| Average Daily Collected Balance               | 5,877,758.16 |
| Less DDA Balance Reserve Requirement ( 10.0%) | 587,775.82   |
| Balance To Support Services                   | 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 |
| <b>Account Services</b>          |        |            |                |         |
| Monthly Maintenance              | 2      | 15.0000    | 30.00          | 56,154  |
| Chargeback                       | 1      | 7.5000     | 7.50           | 14,038  |
| Subtotal Account Services        |        |            | 37.50          | 70,192  |
| <b>Depository Services</b>       |        |            |                |         |
| 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 |
| <b>Information Reporting/BEB</b> |        |            |                |         |
| 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 |
| <b>ACH Origination Services</b>  |        |            |                |         |
| 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 |
| <b>Wire Transfer Services</b>    |        |            |                |         |
| 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 *         |                |
| <b>Subtotal Wire Services</b>          |        |            | <b>10.00</b>   | <b>18,718</b>  |
| <b>Remote Deposit Services</b>         |        |            |                |                |
| Deposit Express Monthly Service        | 1      | 75.0000    | 75.00          | 140,385        |
| <b>Subtotal Remote Deposit Service</b> |        |            | <b>75.00</b>   | <b>140,385</b> |
| <b>Positive Pay Services</b>           |        |            |                |                |
| 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              |
| <b>Subtotal Positive Pay Services</b>  |        |            | <b>51.25</b>   | <b>95,929</b>  |

### 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:



**C. 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:



D. **Direct Debit** – 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,

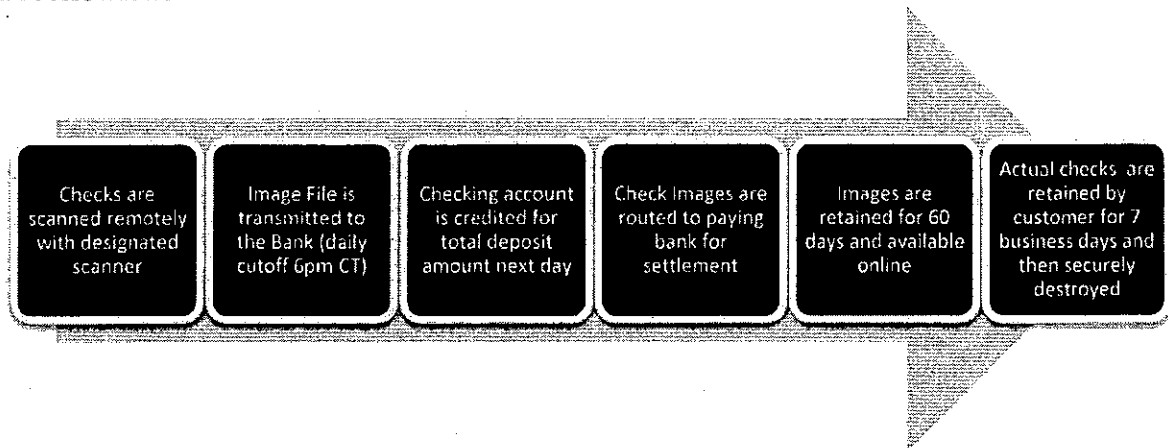
The next day transmission deadline is 4pm Central Time on all business days with the exception of Federal Holidays. ACH Transactions cannot be processed on a Federal Holiday so additional time should be included to ensure the payment is received on the desired effective date.

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.

- 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

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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.



Central Bank — Public Funds  
11201 Clay Road, Houston, TX 77041

| Contact List                          | Phone/Fax                              | Email         |                                                                                |
|---------------------------------------|----------------------------------------|---------------|--------------------------------------------------------------------------------|
| Deposit Services & Deposit Collateral | 832-782-5245 phone<br>832-782-5345 fax | pfd@cbhou.com | Debra Jan Hall, SVP<br>Susan Clark, VP<br>Melissa Seaman, PF Admin Coordinator |
|                                       |                                        |               | 832-782-6246<br>832-782-5247<br>832-782-5280                                   |

Rates Effective 10/18/2021

Certificate of Deposit<sup>1</sup> Renewals & New Money

CDARS<sup>2</sup>

|                   | Rate        | APY | Term <sup>3</sup> | Rate        | APY |
|-------------------|-------------|-----|-------------------|-------------|-----|
| 90 - 179 days     | Not quoting |     | 13 week           | Not quoting |     |
| 180 days          | Not quoting |     | 26 week           | Not quoting |     |
| 181 days - 1 year | Not quoting |     | 52 week           | Not quoting |     |
| 18 months         | 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 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.

0.05% 0.05%

Rate Disclosure \*No minimum balance required.

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

\*\*Fees could reduce earnings.

Special Conditions

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

<sup>2</sup> CDARS Deposit Placement Agreement and Account Placement form required. Restrictions apply.

<sup>3</sup> Funds and Account Placement form due Tuesday and settlement is Thursday.

<sup>4</sup> 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%          |

Member FDIC

\\Public Funds\FORMS\DS\Rates\Weekly Rate Sheets\2021\Weekly rate sheet 10182021.docx



**Central Bank**  
**Public Funds' Fee Schedule**  
 Member FDIC

| STANDARD FEES as of 06/01/2021                                |                                     |
|---------------------------------------------------------------|-------------------------------------|
| <b>PF Special Development Escrow MMA Account</b>              |                                     |
| Set Up Fee                                                    | \$500.00                            |
| Distribution Fee                                              | \$100.00 Per Distribution or Credit |
| <b>PF NON Interest Bearing Checking Account</b>               |                                     |
| 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 <sup>rd</sup> Party Wire Fee                                | \$20.00                             |
| Remote Deposit                                                | Free                                |
| Account Closing Prior to 90 days                              | \$25.00                             |
| <b>PF Money Market Account</b>                                |                                     |
| 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 <sup>rd</sup> 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.                  |
| <b>ONLINE BANKING</b>                                    |                                                        |
| 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                                |
| <b>TREASURY MANAGEMENT SERVICES</b>                      |                                                        |
| <b>ACH Origination With Online Banking</b>               |                                                        |
| 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                                       |
| <i>Same Day File Generated in Online Banking</i>         | \$1.00 Per Item                                        |
| Transmission                                             | \$10.00 Per File                                       |
| <i>ACH Origination – Deliver file in NACHA format</i>    | \$5.00 Per File                                        |
| <i>PF Process the excel list &amp; create NACHA file</i> | \$5.00 Per Item                                        |
| Transmission                                             | \$10.00 Per File                                       |
| <b>Ancillary ACH Fees</b>                                |                                                        |
| 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                                       |
| <b>Online Bill Pay</b>                                   |                                                        |
| 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                                                |
| <b>Positive Pay</b>                                      |                                                        |
| 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                                        |
| <b>Remote Deposit Capture</b>                            |                                                        |
| Set-Up Fee (One time charge)                             | Free                                                   |
| Scanner                                                  | Free                                                   |
| Maintenance Fee                                          | Free                                                   |
| Items Deposited                                          | Free                                                   |
| <b>Wire Transfer</b>                                     |                                                        |
| 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**

| <b>LEGAL PROCESSING</b>                            |                                          |
|----------------------------------------------------|------------------------------------------|
| 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 |
| <b>LOBBY SERVICES</b>                              |                                          |
| 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.

# 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 5248  
nortonrosefulbright.com

## Memorandum

|             |                                                                              |      |                   |
|-------------|------------------------------------------------------------------------------|------|-------------------|
| To          | Board of Supervisors, Memorial Villages Water Authority                      |      |                   |
| From        | Kathleen R. Ellison                                                          | Date | December 30, 2021 |
| Direct line | +1 713 651 3612                                                              |      |                   |
| Email       | kathleen.ellison@nortonrosefulbright.com                                     |      |                   |
| Re          | Additional Information Concerning Directors and Officers Liability Insurance |      |                   |

Recently, 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. As we have discussed, the TML policy does not provide defense costs for a lawsuit alleging breach of contract but does have other attractive features.

The Board wanted to know if it could purchase the Errors and Omissions Liability policy from TML and a D&O insurance policy which covers defense costs for an alleged breach of contract from a private insurance company.

The answer is yes and the cost seems reasonable (\$1,000,000 to \$5,000,000 of coverage is available for \$1,500 to \$5,500 with defense costs outside the limit); however, there is a possibility neither insurer would cover a claim because of the presence of the other insurance.

The TML underwriter said TML would have no objection to the Authority getting directors and officer liability insurance from a private carrier and the TML E&O policy would be primary. She referred to the following language in the policy:

**VII. OTHER INSURANCE**

- A. The coverage afforded by the Agreement is primary coverage, except when stated to apply in excess of or contingent upon the absence of other insurance. When this coverage is primary and the Member or Covered Party has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Fund's liability under the Agreement shall not be reduced by the existence of such other insurance.

For the TML policy to be primary and cover a claim, the other insurance must be on an excess or contingent basis. I reviewed two insurance policies from private insurers which are available to water districts. Both policies said they were primary; i.e., not excess or contingent on no other coverage, as required by the TML policy for it to cover. They also had the identical language excluding any claim which is covered by another policy. Since the Authority would be using the D&O policy for claims not covered by the TML policy, the exclusion would not seem to be applicable, and the policy should cover the claim if it is solely a breach of contract claim.

Kim Courte, a representative of AJ Gallagher, said she would not recommend buying both policies because they are both primary coverage and she is afraid that each insurer would say the other should cover a claim and then the Authority would have no insurance coverage.

## DEPOSITORY PLEDGE AGREEMENT

WHEREAS, this Depository Pledge Agreement ("Agreement") is entered into January 4, 2022, by and among Memorial Villages Water Authority ("Authority"), a conservation and reclamation district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 53 of the Texas Water Code, as amended; Allegiance Bank ("Bank"), and Federal Home Loan Bank of Dallas (the "Safekeeping Institution").

WHEREAS, the Authority has selected the Bank, a national banking association or state chartered bank, as a depository for certain of its funds to be held in demand deposits or interest-bearing time deposits as follows:

Account Name(s)

Type of Account

Account Number

and such additional accounts as the Authority may from time to time designate, and the Bank desires to be the depository of such funds;

WHEREAS, the Authority has deposited and might in the future deposit public funds in the Bank in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corp. (FDIC) as may be applicable from time to time;

WHEREAS, the Authority has requested that its deposits in excess of the FDIC insurance be otherwise secured;

WHEREAS, the excess funds deposited with the Bank must be continuously secured by a valid pledge to the Authority of collateral which, under the laws of the State of Texas, can be used to secure the excess deposits of the Authority, and the aggregate market value, exclusive of accrued interest, of the collateral shall at all times be equal to or in excess of such total excess funds of the Authority on deposit with the Bank; and

~~WHEREAS, to the extent the Bank uses eligible securities to secure the Authority's deposit of excess funds, the Bank will place the above securities for safekeeping in a custodial account at the Safekeeping Institution, which is another financial institution not owned or controlled by the Bank or its holding company; and~~ WHEREAS, ~~to the extent the Bank uses a letter of credit issued by an agency or instrumentality of the United States of America to secure the Authority's deposit of excess funds, such letter of credit shall meet the requirements set forth in this Agreement and shall be held by the Authority;~~

NOW, THEREFORE, for value received and in consideration of the mutual promises and covenants herein contained, the Authority, the Bank and the Safekeeping Institution agree as follows:

1. **SECURITY.** The Bank hereby pledges to the Authority securities (the "Pledged Securities") with a market value, exclusive of any accrued interest, equal to at least 105 percent of District deposits in excess of FDIC insurance ~~less the face value of any letter of credit issued on behalf of the Authority for the account of the Bank by an agency or instrumentality of the United States, including the Federal Home Loan Bank of Dallas.~~

2. **SAFEKEEPING PROVISION.** The Bank will place the Pledged Securities with Federal Home Loan Bank of Dallas (the "Safekeeping Institution") for

safekeeping. Except as provided in paragraph 98 disposition of the Pledged Securities shall be subject only to the joint written instructions of both (a) an authorized individual appointed by the Authority, and (b) a specifically authorized officer of the Bank. The Safekeeping Institution named herein hereby agrees to hold all securities deposited with it pursuant to the terms of this Agreement, to identify the pledge of the securities on the books of the Safekeeping Institution, to issue a trust receipt for such Pledged Securities and to deliver the Pledged Securities in accordance with the terms hereof. The Safekeeping Institution agrees to serve as collateral agent for the Authority and to take any additional measures necessary to allow the Authority to perfect its security interest in the securities.

3. **STATEMENTS.** Contemporaneously with the execution of this Agreement and at the time of the substitution or release of any of the Pledged Securities, the Bank shall execute and deliver to the Authority a memorandum describing the securities deposited to the Safekeeping Institution as Pledged Securities or withdrawn as Pledged Securities from the Safekeeping Institution. The Bank agrees to furnish to the Authority a statement describing the Pledged Securities held in safekeeping in the Safekeeping Institution on at least a monthly basis. The statement will include par value, market value, and maturity date. The same statement will also be available upon demand of the Authority.

4. **FINANCIAL POSITION.** The Bank will provide a statement of its financial position on at least a quarterly basis. The Bank will provide an annual statement audited by its outside auditors including a statement by its outside auditors as to its "fair presentation."

5. **SUBSTITUTION.** The Bank shall have the right, with the prior written consent of the Authority, to purchase and sell, and substitute or replace, any and all of the Pledged Securities with like securities. A written notice stating the par value, maturity date and market value on the proposed date of substitution must be sent to the Authority by the Bank prior to any substitution or exchange. If approved, the substituted securities shall become Pledged Securities and thereafter shall be subject to all the terms and conditions of this Agreement.

~~6. **LETTER OF CREDIT.** The Bank may provide to the Authority as eligible security for District deposits in excess of the FDIC coverage one or more letters of credit for the benefit of the Authority and for the account of the Bank issued by the Federal Home Loan Bank of Dallas (each a "Letter of Credit"). The face amount of the Letters of Credit outstanding at any time shall be equal to no less than the amount of the Authority's deposits in excess of FDIC coverage, including accrued interest, less the market value, exclusive of accrued interest, of any Pledged Securities. Each Letter of Credit shall be irrevocable and shall provide that the Authority may draw an amount up to the face amount of the Letter of Credit after an event of default specified in paragraph 8 upon presentation of a draw request and the original Letter of Credit. The Bank agrees that the Authority shall have the right to direct that the proceeds of a draw request be deposited in an account designated by the Authority in its sole discretion. Each Letter of Credit shall be held by the Authority and shall be valued at its face value.~~

6. **7-REPRESENTATIONS.** The Bank represents to the Authority:

- (a) That the Bank is the sole legal and actual owner of all securities pledged to the Authority;

(b) That no other security interest has been, nor will be, granted in that portion of the Pledged Securities utilized to collateralize District deposits;

(c) That District deposits at the Bank not in excess of \$250,000, or such other amount as may be applicable from time to time, are insured by the FDIC.

7. ~~8-~~**DEFAULT.** The Bank shall be in default if it fails to pay all or any part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including earned interest, at the specified maturity date. The Bank shall also be in default if ruled "bankrupt," "insolvent" or "failed" by Federal Banking Regulators.

8. ~~9-~~**PROCEEDS.** In the event of a default, failure or insolvency of the Bank, the Authority shall be deemed to have vested full title to all Pledged Securities. The Authority is hereby empowered to take possession of and transfer or sell any and all Pledged Securities. If the security is transferred, ownership of the security will transfer entirely to the Authority. If the security is liquidated, any proceeds over the value of the defaulted amount of the matured investment, including accrued interest, plus expenses related to the liquidation transaction, shall be returned to the Bank. This power is in addition to other remedies which the Authority may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the Authority under this Agreement.

9. ~~10-~~**DUTIES.** The Bank shall faithfully do and perform all of the duties and obligations required by the laws of the State of Texas for depositories of the Authority, and shall upon presentation pay all checks drawn on it by the duly authorized representatives of the Authority against collected funds of the Authority on demand deposit, and shall at the expiration of the term for which it has been chosen as depository of the Authority turn over to its successor

all funds, property and things of value coming into its hands as depository; however, the Letter of Credit shall be non-cancellable during its term.

10. ~~11.~~ **NON-ASSIGNABILITY.** The collateral agreement is not assignable in whole or in part but is binding on the parties hereto, their successors and assigns.

11. ~~12.~~ **TERMINATION.** This agreement may be terminated by either the Bank, the Authority or the Safekeeping Institution by giving thirty (30) days prior written notice to the other parties. ~~The Bank shall be responsible for all costs necessary in the use or confirmation of the Letters of Credit and agrees that these costs shall not be a charge against the Authority.~~

12. ~~13.~~ **LAW GOVERNING.** All applicable provisions and requirements of the laws of the State of Texas governing depositories for the Authority shall be a part of this Agreement.

13. ~~14.~~ **AUTHORIZATION.** The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors or the Loan Committee, which approval is reflected in the minutes of said Board or committee of the Bank. The Bank further warrants and represents that this Agreement has been continuously, from the time of its execution, an official record of the Bank.

14. ~~15.~~ **SAFEKEEPING FEES.** Any and all fees of the Safekeeping Institution in connection with the safekeeping of Pledged Securities for the benefit of the Authority shall be borne by the Bank.

15. ~~16.~~ **SOLE AGREEMENT.** This is the sole Depository Pledge

Agreement among the parties and supersedes any and all prior agreements.

WITNESS the execution hereof this 4<sup>th</sup> day of January, 2022.

Memorial Villages Water Authority

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

Allegiance Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

Federal Home Loan Bank of Dallas  
SAFEKEEPING INSTITUTION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

ADDENDUM A-2

The following individuals are authorized representatives of Allegiance Bank pursuant to Section 2 of that certain Depository Pledge Agreement dated as of January 4, 2022, to direct Federal Home Loan Bank of Dallas ("Safekeeping Institution") in regard to collateral pledges, releases and substitutions in the joint safekeeping account. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative's Signature

Name and Title

Trey Cantu, General Manager

Kathy Parsons, Bookkeeper

By: \_\_\_\_\_

Authorized Officer  
Allegiance Bank

ADDENDUM A-2

The following individuals are authorized representatives of Allegiance Bank pursuant to Section 2 of that certain Depository Pledge Agreement dated as of January 4, 2022, to direct Federal Home Loan Bank of Dallas ("Safekeeping Institution") in regard to collateral pledges, releases and substitutions in the joint safekeeping account. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative's Signature

Name and Title

|       |                                    |
|-------|------------------------------------|
| _____ | <u>Trey Cantu, General Manager</u> |
| _____ | <u>Kathy Parsons, Bookkeeper</u>   |
| _____ | _____                              |
| _____ | _____                              |
| _____ | _____                              |
| _____ | _____                              |

By: \_\_\_\_\_

Authorized Officer  
Allegiance Bank

ADDENDUM A-2

The following individuals are authorized representatives of Allegiance Bank pursuant to Section 2 of that certain Depository Pledge Agreement dated as of January 4, 2022, to direct Federal Home Loan Bank of Dallas ("Safekeeping Institution") in regard to collateral pledges, releases and substitutions in the joint safekeeping account. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative's Signature

Name and Title

|       |                                    |
|-------|------------------------------------|
| _____ | <u>Trey Cantu, General Manager</u> |
| _____ | <u>Kathy Parsons, Bookkeeper</u>   |
| _____ | _____                              |
| _____ | _____                              |
| _____ | _____                              |
| _____ | _____                              |

By: \_\_\_\_\_

Authorized Officer  
Allegiance Bank

ADDENDUM A-1

At its Board meeting on \_\_\_\_\_, the Board of Directors of Memorial Villages Water Authority ("Authority") designated the following individuals as authorized representatives pursuant to Section 2 of that certain Depository Pledge Agreement dated as of January 4, 2022, to direct Federal Home Loan Bank of Dallas ("Safekeeping Institution") in regard to collateral pledges, releases and substitutions in the joint safekeeping account. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative's Signature

Name and Title

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By: \_\_\_\_\_  
Secretary  
Board of Directors, Memorial Villages Water  
Authority

ADDENDUM A-1

At its Board meeting on \_\_\_\_\_, the Board of Directors of Memorial Villages Water Authority ("Authority") designated the following individuals as authorized representatives pursuant to Section 2 of that certain Depository Pledge Agreement dated as of January 4, 2022, to direct Federal Home Loan Bank of Dallas ("Safekeeping Institution") in regard to collateral pledges, releases and substitutions in the joint safekeeping account. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative's Signature

Name and Title

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By: \_\_\_\_\_  
Secretary  
Board of Directors, Memorial Villages Water  
Authority

ADDENDUM A-1

At its Board meeting on \_\_\_\_\_, the Board of Directors of Memorial Villages Water Authority ("Authority") designated the following individuals as authorized representatives pursuant to Section 2 of that certain Depository Pledge Agreement dated as of January 4, 2022, to direct Federal Home Loan Bank of Dallas ("Safekeeping Institution") in regard to collateral pledges, releases and substitutions in the joint safekeeping account. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative's Signature

Name and Title

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By: \_\_\_\_\_  
Secretary  
Board of Directors, Memorial Villages Water  
Authority

ADDENDUM A-1

At its Board meeting on \_\_\_\_\_, the Board of Directors of Memorial Villages Water Authority ("Authority") designated the following individuals as authorized representatives pursuant to Section 2 of that certain Depository Pledge Agreement dated as of January 4, 2022, to direct Federal Home Loan Bank of Dallas ("Safekeeping Institution") in regard to collateral pledges, releases and substitutions in the joint safekeeping account and to accept letters of credit provided as collateral on behalf of the Authority. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative's Signature

Name and Title

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By: \_\_\_\_\_  
Secretary  
Board of Directors, Memorial Villages Water  
Authority

ADDENDUM A-2

The following individuals are authorized representatives of Allegiance Bank pursuant to Section 2 of that certain Depository Pledge Agreement dated as of January 4, 2022, to direct Federal Home Loan Bank of Dallas ("Safekeeping Institution") in regard to collateral pledges, releases and substitutions in the joint safekeeping account and to accept letters of credit provided as collateral on behalf of the Bank. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative's Signature

Name and Title

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By: \_\_\_\_\_

Authorized Officer  
Allegiance Bank

Document comparison by Workshare Professional on Monday, January 3, 2022  
2:47:46 PM

| Input:        |                                                                                  |
|---------------|----------------------------------------------------------------------------------|
| Document 1 ID | InterwovenSite://US_DMS/US19XX/51227823/1                                        |
| Description   | #51227823v1<US19XX> - MVWA 2022 Depository Pledge Agreement with Allegiance Bank |
| Document 2 ID | InterwovenSite://US_DMS/US19XX/51227823/2                                        |
| Description   | #51227823v2<US19XX> - MVWA 2022 Depository Pledge Agreement with Allegiance Bank |
| Rendering set | Standard                                                                         |

| Legend:             |  |
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| <u>Insertion</u>    |  |
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|                | Count |
| Insertions     | 17    |
| Deletions      | 24    |
| Moved from     | 0     |
| Moved to       | 0     |
| Style change   | 0     |
| Format changed | 0     |
| Total changes  | 41    |

**DEPOSITORY PLEDGE AGREEMENT**

WHEREAS, this Depository Pledge Agreement ("Agreement") is entered into January 4, 2022, by and among Memorial Villages Water Authority ("Authority"), a conservation and reclamation district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 53 of the Texas Water Code, as amended; Allegiance Bank ("Bank"), and Federal Home Loan Bank of Dallas (the "Safekeeping Institution").

WHEREAS, the Authority has selected the Bank, a national banking association or state chartered bank, as a depository for certain of its funds to be held in demand deposits or interest-bearing time deposits as follows:

| Account Name(s) | Type of Account | Account Number |
|-----------------|-----------------|----------------|
| _____           | _____           | _____          |
| _____           | _____           | _____          |
| _____           | _____           | _____          |

and such additional accounts as the Authority may from time to time designate, and the Bank desires to be the depository of such funds;

WHEREAS, the Authority has deposited and might in the future deposit public funds in the Bank in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corp. (FDIC) as may be applicable from time to time;

WHEREAS, the Authority has requested that its deposits in excess of the FDIC insurance be otherwise secured;

WHEREAS, the excess funds deposited with the Bank must be continuously secured by a valid pledge to the Authority of collateral which, under the laws of the State of Texas, can be

used to secure the excess deposits of the Authority, and the aggregate market value, exclusive of accrued interest, of the collateral shall at all times be equal to or in excess of such total excess funds of the Authority on deposit with the Bank; and

WHEREAS, the Bank will place the above securities for safekeeping in a custodial account at the Safekeeping Institution, which is another financial institution not owned or controlled by the Bank or its holding company;

NOW, THEREFORE, for value received and in consideration of the mutual promises and covenants herein contained, the Authority, the Bank and the Safekeeping Institution agree as follows:

1. **SECURITY.**...The Bank hereby pledges to the Authority securities (the "Pledged Securities") with a market value, exclusive of any accrued interest, equal to at least 105 percent of District deposits in excess of FDIC insurance.

2. **SAFEKEEPING PROVISION.** The Bank will place the Pledged Securities with Federal Home Loan Bank of Dallas (the "Safekeeping Institution") for safekeeping. Except as provided in paragraph 8 disposition of the Pledged Securities shall be subject only to the joint written instructions of both (a) an authorized individual appointed by the Authority, and (b) a specifically authorized officer of the Bank. The Safekeeping Institution named herein hereby agrees to hold all securities deposited with it pursuant to the terms of this Agreement, to identify the pledge of the securities on the books of the Safekeeping Institution, to issue a trust receipt for such Pledged Securities and to deliver the Pledged Securities in accordance with the terms hereof. The Safekeeping Institution agrees to serve as collateral agent

for the Authority and to take any additional measures necessary to allow the Authority to perfect its security interest in the securities.

3. **STATEMENTS.** Contemporaneously with the execution of this Agreement and at the time of the substitution or release of any of the Pledged Securities, the Bank shall execute and deliver to the Authority a memorandum describing the securities deposited to the Safekeeping Institution as Pledged Securities or withdrawn as Pledged Securities from the Safekeeping Institution. The Bank agrees to furnish to the Authority a statement describing the Pledged Securities held in safekeeping in the Safekeeping Institution on at least a monthly basis. The statement will include par value, market value, and maturity date. The same statement will also be available upon demand of the Authority.

4. **FINANCIAL POSITION.** The Bank will provide a statement of its financial position on at least a quarterly basis. The Bank will provide an annual statement audited by its outside auditors including a statement by its outside auditors as to its "fair presentation."

5. **SUBSTITUTION.** The Bank shall have the right, with the prior written consent of the Authority, to purchase and sell, and substitute or replace, any and all of the Pledged Securities with like securities. A written notice stating the par value, maturity date and market value on the proposed date of substitution must be sent to the Authority by the Bank prior to any substitution or exchange. If approved, the substituted securities shall become Pledged Securities and thereafter shall be subject to all the terms and conditions of this Agreement.

6. **REPRESENTATIONS.** The Bank represents to the Authority:

- (a) That the Bank is the sole legal and actual owner of all securities pledged to the Authority;
- (b) That no other security interest has been, nor will be, granted in that portion of the Pledged Securities utilized to collateralize District deposits;
- (c) That District deposits at the Bank not in excess of \$250,000, or such other amount as may be applicable from time to time, are insured by the FDIC.

7. **DEFAULT.** The Bank shall be in default if it fails to pay all or any part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including earned interest, at the specified maturity date. The Bank shall also be in default if ruled "bankrupt," "insolvent" or "failed" by Federal Banking Regulators.

8. **PROCEEDS.** In the event of a default, failure or insolvency of the Bank, the Authority shall be deemed to have vested full title to all Pledged Securities. The Authority is hereby empowered to take possession of and transfer or sell any and all Pledged Securities. If the security is transferred, ownership of the security will transfer entirely to the Authority. If the security is liquidated, any proceeds over the value of the defaulted amount of the matured investment, including accrued interest, plus expenses related to the liquidation transaction, shall be returned to the Bank. This power is in addition to other remedies which the Authority may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the Authority under this Agreement.

9. **DUTIES.** The Bank shall faithfully do and perform all of the duties and obligations required by the laws of the State of Texas for depositories of the Authority, and shall

upon presentation pay all checks drawn on it by the duly authorized representatives of the Authority against collected funds of the Authority on demand deposit, and shall at the expiration of the term for which it has been chosen as depository of the Authority turn over to its successor all funds, property and things of value coming into its hands as depository.

10. **NON-ASSIGNABILITY.** The collateral agreement is not assignable in whole or in part but is binding on the parties hereto, their successors and assigns.

11. **TERMINATION.** This agreement may be terminated by either the Bank, the Authority or the Safekeeping Institution by giving thirty (30) days prior written notice to the other parties.

12. **LAW GOVERNING.** All applicable provisions and requirements of the laws of the State of Texas governing depositories for the Authority shall be a part of this Agreement.

13. **AUTHORIZATION.** The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors or the Loan Committee, which approval is reflected in the minutes of said Board or committee of the Bank. The Bank further warrants and represents that this Agreement has been continuously, from the time of its execution, an official record of the Bank.

14. **SAFEKEEPING FEES.** Any and all fees of the Safekeeping Institution in connection with the safekeeping of Pledged Securities for the benefit of the Authority shall be borne by the Bank.

15. **SOLE AGREEMENT.** This is the sole Depository Pledge Agreement among the parties and supersedes any and all prior agreements.

WITNESS the execution hereof this 4<sup>th</sup> day of January, 2022.

Memorial Villages Water Authority

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

Allegiance Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

Federal Home Loan Bank of Dallas  
SAFEKEEPING INSTITUTION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

ADDENDUM A-1

At its Board meeting on \_\_\_\_\_, the Board of Directors of Memorial Villages Water Authority ("Authority") designated the following individuals as authorized representatives pursuant to Section 2 of that certain Depository Pledge Agreement dated as of January 4, 2022, to direct Federal Home Loan Bank of Dallas ("Safekeeping Institution") in regard to collateral pledges, releases and substitutions in the joint safekeeping account. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative's Signature

Name and Title

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By: \_\_\_\_\_  
Secretary  
Board of Directors, Memorial Villages Water  
Authority

ADDENDUM A-2

The following individuals are authorized representatives of Allegiance Bank pursuant to Section 2 of that certain Depository Pledge Agreement dated as of January 4, 2022, to direct Federal Home Loan Bank of Dallas ("Safekeeping Institution") in regard to collateral pledges, releases and substitutions in the joint safekeeping account. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

| Authorized Representative's Signature | Name and Title                     |
|---------------------------------------|------------------------------------|
| <hr/>                                 | <u>Trey Cantu, General Manager</u> |
| <hr/>                                 | <u>Kathy Parsons, Bookkeeper</u>   |
| <hr/>                                 | <hr/>                              |
| <hr/>                                 | <hr/>                              |
| <hr/>                                 | <hr/>                              |
| <hr/>                                 | <hr/>                              |

By: 

---

Authorized Officer  
Allegiance Bank

# Exhibit F

## PERMITTEE NAME / ADDRESS

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

## NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

### DISCHARGE MONITORING REPORT

TOTAL FACILITY DISCHARGE

|               |                  |
|---------------|------------------|
| TX 0047457    | 011 A            |
| PERMIT NUMBER | DISCHARGE NUMBER |

F - FINAL  
MAJOR

| MONITORING PERIOD |             |
|-------------------|-------------|
| YEAR/MO/DAY       | YEAR/MO/DAY |
| 21/11/01          | 21/11/30    |
| FROM              | TO          |

\*\*\* NO DISCHARGE

## FACILITY WASTEWATER TREATMENT FACILITY

LOCATION 11 1/2 FARNHAM PARK  
HOUSTON TX, 77024

Grover S. Grimes, President

| PARAMETER                                | QUANTITY OR LOADING |                  |         | QUALITY OR CONCENTRATION |              |              | NO. EX | FREQUENCY OF ANALYSIS | SAMPLE TYPE |
|------------------------------------------|---------------------|------------------|---------|--------------------------|--------------|--------------|--------|-----------------------|-------------|
|                                          | AVERAGE             | MAXIMUM          | UNITS   | MINIMUM                  | AVERAGE      | MAXIMUM      |        |                       |             |
| OXYGEN, DISSOLVED (DO)                   | *****               | *****            | *****   | 7.00                     | *****        | *****        | 0      | 2 / WEEK              | GRAB        |
| 00300 1 0 0 EFFLUENT GROSS VALUE         | *****               | *****            | *****   | 4.0 MO/MIN               | *****        | *****        |        | TWICE / WEEK          | GRAB        |
| PH                                       | *****               | *****            | *****   | 6.9                      | *****        | 7.4          | 0      | 2 / WEEK              | GRAB        |
| 00400 1 0 0 EFFLUENT GROSS VALUE         | *****               | *****            | *****   | 6.0 MINIMUM              | *****        | 9.0 MAXIMUM  |        | TWICE / WEEK          | GRAB        |
| SOLIDS, TOTAL SUSPENDED                  | 50.29               | *****            | (26)    | *****                    | 4.27         | 7.60         | 0      | 2 / WEEK              | COMP-6      |
| 00530 1 0 0 EFFLUENT GROSS VALUE         | 382 30'DA AVG       | *****            | LBS/DAY | *****                    | 15 DAILY AVG | 40 DAILY MAX |        | TWICE / WEEK          | COMP-6      |
| NITROGEN, AMMONIA TOTAL (AS N)           | 1.77                | *****            | (26)    | *****                    | 0.14         | 0.40         | 0      | 2 / WEEK              | COMP-6      |
| EFFLUENT GROSS VALUE                     | 76 30'DA AVG        | *****            | LBS/DAY | *****                    | 2 DAILY AVG  | 10 DAILY MAX |        | TWICE / WEEK          | COMP-6      |
| FLOW, IN CONDUIT OR THRU TREATMENT PLANT | 1.329               | 2.419            | (03)    | *****                    | *****        | *****        | 0      | CONT                  | METER TOTAL |
| 50050 1 0 0 EFFLUENT GROSS VALUE         | REPORT DAILY AVG    | REPORT DAILY MAX | MGD     | *****                    | *****        | *****        |        | CONTINUOUS            | TOTALZ      |
| FLOW, IN CONDUIT OR THRU TREATMENT PLANT | *****               | 3.639            | (78)    | *****                    | *****        | *****        | 0      | CONT                  | METER TOTAL |
| 50050 P 0 0                              | *****               | 6422 2HR PEAK    | GPM     | *****                    | *****        | *****        |        | CONTINUOUS            | TOTALZ      |
| See Comments Below                       | *****               | *****            | (03)    | *****                    | *****        | *****        | 0      | CONT                  | METER TOTAL |
| FLOW, IN CONDUIT OR THRU TREATMENT PLANT | 1.606               | *****            | MGD     | *****                    | *****        | *****        |        | CONTINUOUS            | TOTALZ      |
| 50050 P 0 0                              | 3.05                | *****            | MGD     | *****                    | *****        | *****        | 0      | CONT                  | METER TOTAL |
| EFFLUENT GROSS VALUE                     | *****               | *****            | *****   | *****                    | *****        | *****        |        | CONTINUOUS            | TOTALZ      |

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

PERMITTEE NAME / ADDRESS

NAME MEMORIAL VILLAGES WATER AUTHORITY  
ADDRESS 8955 GAYLORD  
HOUSTON TX. 77024

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT

TOTAL FACILITY DISCHARGE

TX 0047457  
PERMIT NUMBER

011 A  
DISCHARGE NUMBER

F - FINAL  
MAJOR

FROM YEAR/MO/DAY TO YEAR/MO/DAY  
21/11/01 21/11/30

\*\*\* NO DISCHARGE \*\*\*

FACILITY WASTEWATER TREATMENT FACILITY

LOCATION 11 1/2 FARNHAM PARK  
HOUSTON TX. 77024

Grover S. Grimes, President

| PARAMETER                                        | SAMPLE MEASUREMENT PERMIT REQUIREMENT | QUANTITY OR LOADING |         |         | QUALITY OR CONCENTRATION |           |                 | NO. EX | FREQUENCY OF ANALYSIS | SAMPLE TYPE |
|--------------------------------------------------|---------------------------------------|---------------------|---------|---------|--------------------------|-----------|-----------------|--------|-----------------------|-------------|
|                                                  |                                       | AVERAGE             | MAXIMUM | UNITS   | MINIMUM                  | AVERAGE   | MAXIMUM         |        |                       |             |
| CHLORINE, TOTAL RESIDUAL<br>50060 B 0 0          | MEASUREMENT                           | *****               | *****   |         | *****                    | *****     | 0.07            | 0      | 8/PER DAY             | GRAB        |
|                                                  | PERMIT REQUIREMENT                    | *****               | *****   | ****    | *****                    | *****     | 0.099 INST. MAX |        | DAILY                 | GRAB        |
| CHLORINE, TOTAL RESIDUAL<br>50060 P 0 0          | MEASUREMENT                           | *****               | *****   |         | 1.70                     | *****     | *****           | 0      | 8/PER DAY             | GRAB        |
|                                                  | PERMIT REQUIREMENT                    | *****               | *****   | ****    | 1.0 MO MIN               | *****     | *****           |        | DAILY                 | GRAB        |
| SEE COMMENTS BELOW<br>E.coli<br>51040 1 0 0      | MEASUREMENT                           |                     |         |         |                          | 9.09      | 43.00           | 0      | 2 / WEEK              | GRAB        |
|                                                  | PERMIT REQUIREMENT                    |                     |         |         |                          | DAILY AVG | DAILY MAX       |        | 01/07 WEEKLY          | GRAB        |
| BOD, CARBONACEOUS<br>05 DAY, 20 C<br>80082 1 0 0 | MEASUREMENT                           | 108.10              | *****   | (26)    | *****                    | 9.09      | 14.20           | 0      | 2 / WEEK              | COMP - 6    |
|                                                  | PERMIT REQUIREMENT                    | 254 30 DA AVG       | *****   | LBS/DAY | *****                    | DAILY AVG | DAILY MAX       |        | TWICE / WEEK          | COMP - 6    |
|                                                  | MEASUREMENT                           |                     |         |         |                          |           |                 |        |                       |             |
|                                                  | PERMIT REQUIREMENT                    |                     |         |         |                          |           |                 |        |                       |             |
|                                                  | MEASUREMENT                           |                     |         |         |                          |           |                 |        |                       |             |
|                                                  | PERMIT REQUIREMENT                    |                     |         |         |                          |           |                 |        |                       |             |
|                                                  | MEASUREMENT                           |                     |         |         |                          |           |                 |        |                       |             |
|                                                  | PERMIT REQUIREMENT                    |                     |         |         |                          |           |                 |        |                       |             |

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

# Exhibit G

MEMORIAL VILLAGES  
WATER AUTHORITY

## WASTE WATER TREATMENT FACILITY MONTHLY OPERATING REPORT

FOR : November, 2021  
PERMIT # TX-0047457

| DATE    | TIME  | TREATMENT FACILITY QUANTITY & QUALITY RESULTS |              |             |               |             |            |            |             |               |                     | RAW INFLUENT |              |             |             | RAIN<br>INCHES |
|---------|-------|-----------------------------------------------|--------------|-------------|---------------|-------------|------------|------------|-------------|---------------|---------------------|--------------|--------------|-------------|-------------|----------------|
|         |       | TREATED<br>MGD                                | CBOD<br>mg/l | TSS<br>mg/l | NH3-N<br>mg/l | PH<br>units | CL2<br>min | CL2<br>lbs | D.O.<br>min | DE-CL2<br>max | e-coli<br>cfu/100ml | BOD<br>mg/l  | NH3N<br>mg/l | TSS<br>mg/l | VSS<br>mg/l |                |
| 1       | 07:00 | 0.907000                                      |              |             |               |             | 3.52       | 90         |             | 0.06          |                     |              |              |             |             |                |
| 2       | 07:00 | 1.306000                                      | 6.40         | 2.10        | 0.10          | 7.40        | 3.11       | 120        | 7.70        | 0.06          | 8                   | 101.0        | 34.2         | 98.0        | 86.0        |                |
| 3       | 07:00 | 1.383000                                      |              |             |               |             | 2.70       | 130        |             | 0.06          |                     |              |              |             |             |                |
| 4       | 07:00 | 2.125000                                      | 9.40         | 3.90        | 0.20          | 7.10        | 1.70       | 160        | 7.30        | 0.06          | 8                   | 172.0        | 26.4         | 156.0       | 134.0       | 1.07           |
| 5       | 07:00 | 2.107000                                      |              |             |               |             | 2.83       | 160        |             | 0.05          |                     |              |              |             |             |                |
| 6       | 08:00 | 0.866000                                      |              |             |               |             | 2.26       | 100        |             | 0.02          |                     |              |              |             |             |                |
| 7       | 08:00 | 1.114000                                      |              |             |               |             | 5.77       | 100        |             | 0.05          |                     |              |              |             |             |                |
| 8       | 07:00 | 1.002000                                      |              |             |               |             | 4.04       | 100        |             | 0.05          |                     |              |              |             |             |                |
| 9       | 07:00 | 1.344000                                      | 6.60         | 3.80        | 0.40          | 7.30        | 3.22       | 120        | 7.60        | 0.07          | 8                   | 193.0        | 34.1         | 142.0       | 124.0       |                |
| 10      | 07:00 | 1.359000                                      |              |             |               |             | 4.07       | 120        |             | 0.05          |                     |              |              |             |             |                |
| 11      | 07:00 | 1.422000                                      | 10.20        | 2.90        | 0.10          | 6.90        | 2.85       | 120        | 7.80        | 0.07          | 43                  | 162.0        | 33.1         | 168.0       | 163.0       |                |
| 12      | 07:00 | 2.419000                                      |              |             |               |             | 1.76       | 180        |             | 0.04          |                     |              |              |             |             | 0.71           |
| 13      | 08:00 | 1.359000                                      |              |             |               |             | 4.05       | 140        |             | 0.03          |                     |              |              |             |             |                |
| 14      | 08:00 | 1.016000                                      |              |             |               |             | 3.91       | 100        |             | 0.03          |                     |              |              |             |             |                |
| 15      | 07:00 | 1.050000                                      |              |             |               |             | 2.27       | 100        |             | 0.06          |                     |              |              |             |             |                |
| 16      | 07:00 | 1.428000                                      | 8.90         | 3.50        | 0.10          | 7.10        | 3.32       | 120        | 7.50        | 0.06          | 2                   | 112.0        | 30.8         | 122.0       | 104.0       |                |
| 17      | 07:00 | 1.465000                                      |              |             |               |             | 3.21       | 140        |             | 0.05          |                     |              |              |             |             |                |
| 18      | 07:00 | 1.449000                                      | 10.60        | 6.30        | 0.10          | 7.30        | 3.42       | 120        | 7.30        | 0.04          | 15                  | 77.9         | 22           | 104.0       | 72.0        |                |
| 19      | 07:00 | 1.249000                                      |              |             |               |             | 2.53       | 140        |             | 0.03          |                     |              |              |             |             |                |
| 20      | 08:00 | 1.316000                                      |              |             |               |             | 4.64       | 120        |             | 0.03          |                     |              |              |             |             |                |
| 21      | 08:00 | 1.049000                                      |              |             |               |             | 5.13       | 80         |             | 0.03          |                     |              |              |             |             |                |
| 22      | 07:00 | 1.092000                                      | 14.20        | 7.10        | 0.10          | 7.00        | 3.42       | 120        | 8.00        | 0.04          | 20                  | 137.0        | 33.4         | 140.0       | 122.0       | 0.39           |
| 23      | 07:00 | 1.200000                                      |              |             |               |             | 3.22       | 110        |             | 0.04          |                     |              |              |             |             |                |
| 24      | 07:00 | 1.380000                                      | 13.50        | 7.60        | 0.10          | 7.10        | 1.79       | 130        | 7.20        | 0.04          | 8                   | 193.0        | 25.4         | 44.0        | 34.0        |                |
| 25      | 08:00 | 1.367000                                      |              |             |               |             | 3.80       | 120        |             | 0.02          |                     |              |              |             |             | 0.04           |
| 26      | 08:00 | 1.256000                                      |              |             |               |             | 2.70       | 140        |             | 0.01          |                     |              |              |             |             | 0.30           |
| 27      | 08:00 | 1.031000                                      |              |             |               |             | 4.80       | 100        |             | 0.05          |                     |              |              |             |             |                |
| 28      | 08:00 | 1.205000                                      |              |             |               |             | 3.40       | 110        |             | 0.05          |                     |              |              |             |             | 0.16           |
| 29      | 07:00 | 1.223000                                      |              |             |               |             | 2.72       | 150        |             | 0.05          |                     |              |              |             |             | 0.03           |
| 30      | 07:00 | 1.370000                                      | 2.00         | 1.20        | 0.10          | 7.20        | 2.65       | 120        | 7.00        | 0.06          | 4                   | 269.0        | 34.8         | 203.0       | 197.0       |                |
| TOTAL   |       | 39.859                                        | 81.80        | 38.40       | 1.30          | 64.40       | 98.81      | 3860       | 67.40       | 1.36          | 116.00              | 1416.9       | 274.2        | 1197.0      | 1039.0      | 2.70           |
| AVERAGE |       | 1.329                                         | 9.09         | 4.27        | 0.14          | 7.16        | 3.29       | 122        | 7.49        | 0.05          | 12.89               | 157.4        | 30.5         | 133.0       | 115.4       | 0.39           |
| MAXIMUM |       | 2.419                                         | 14.20        | 7.60        | 0.40          | 7.40        | 5.77       | 180        | 8.00        | 0.07          | 43.00               | 269.0        | 34.8         | 203.0       | 197.0       | 1.07           |
| MINIMUM |       | 0.866                                         | 2.00         | 1.20        | 0.10          | 6.90        | 1.70       | 80.00      | 7.00        | 0.01          | 2.00                | 77.90        | 22.00        | 44.00       | 34.00       | 0.03           |

| EFFLUENT CHARACTERISTICS |                  | DISCHARGE LIMITATIONS                 |                |                                    |                  | Self Monitoring |       |
|--------------------------|------------------|---------------------------------------|----------------|------------------------------------|------------------|-----------------|-------|
|                          |                  | Daily Avg mg/l(lbs/day)               | 7-Day Avg mg/l | Daily Max mg/l                     | Single Grab mg/l | Frequency       | Type  |
| CBOD                     |                  | 10 (264)                              | 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

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

12/30/2021

**BANK ACCOUNTS**

| ACCT. NO.  | MVWA FUND NAME     | DEPOSITORY  | TYPE OF FUND  | ACCOUNT VALUE  |
|------------|--------------------|-------------|---------------|----------------|
| 3542466374 | CHECKING - PF      | WELLS FARGO | CHECKING      | \$63,439.38    |
| 3542466382 | CHECKING - PF PLUS | WELLS FARGO | INT. CHECKING | \$5,096,571.65 |

TOTAL VALUE **\$5,160,011.03**

PLEDGED SECURITIES, PAR VALUE, ABOVE FDIC COVERAGE

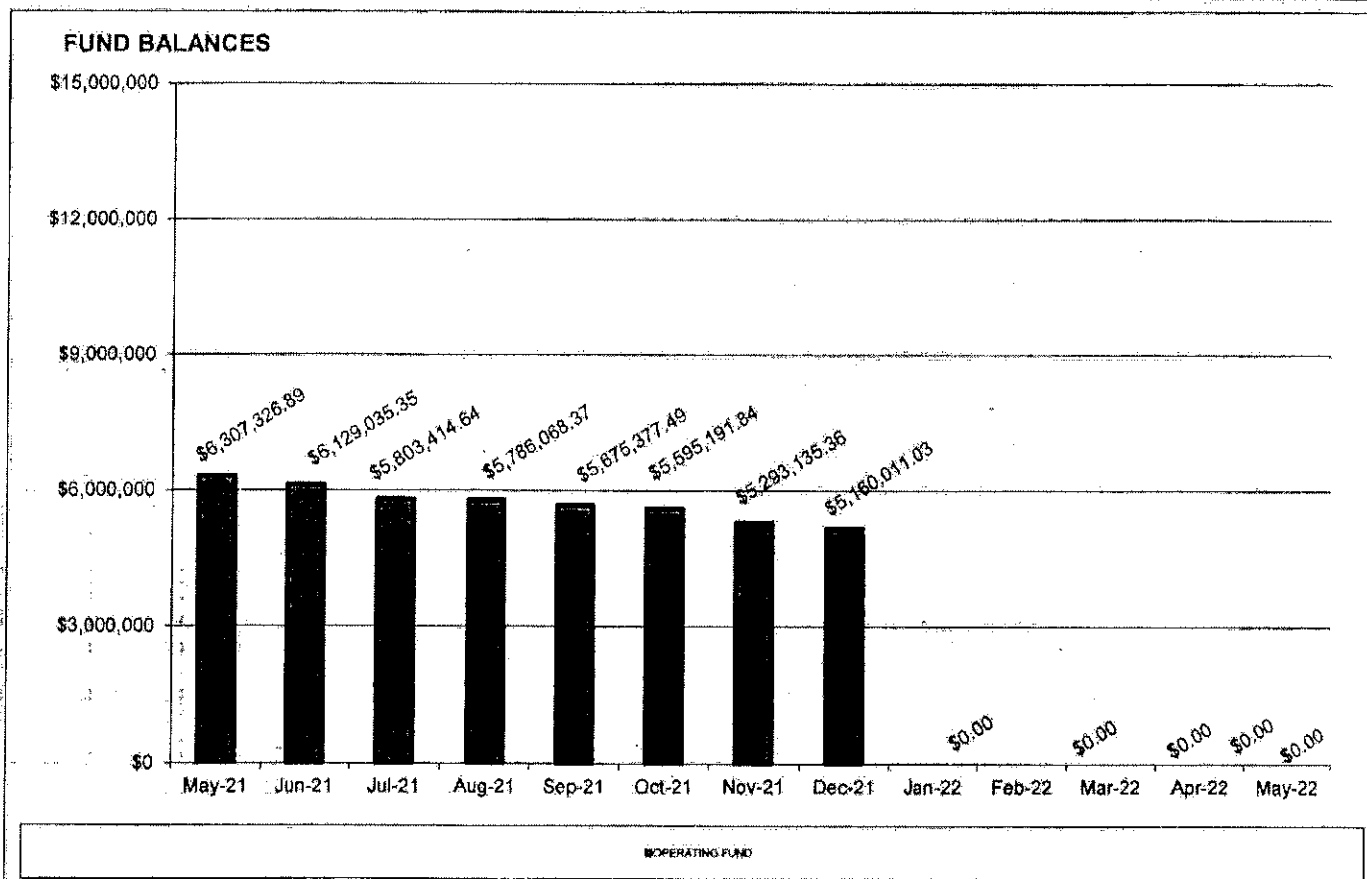
**\$5,446,139.95**

MVWA FUND NAME

TOTAL FUND VALUE

OPERATING FUND

TOTAL VALUE **\$5,160,011.03**



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

**Memorial Villages Water Authority**  
**Check Register**  
**For the Period From Dec 20, 2021 to Dec 20, 2021**

Filter Criteria Includes: 1) Check Numbers from 5822 to 5845. Report order is by Date.

| Check #      | Payee                           | Amount                   |
|--------------|---------------------------------|--------------------------|
| 5822         | BLUE IRON TECHNOLOGIES          | 259.20                   |
| 5823         | C & C WATER SERVICES, LLC       | 241,751.50               |
| 5824         | C3 CONSTRUCTORS, LLC            | 217,500.00               |
| 5825         | CAVALLO ENERGY TEXAS LLC        | 27,016.07                |
| 5826         | CENTERPOINT ENERGY              | 181.87                   |
| 5827         | CHLORINATOR MAINT. CO., INC.    | 1,882.80                 |
| 5828         | CITY OF HOUSTON                 | 207,700.00               |
| 5829         | CITY OF HOUSTON HEALTH DEPT.    | 264.00                   |
| 5830         | COMCAST                         | 1,005.49                 |
| 5831         | DEPART OF STATE HEALTH SERVICES | 324.64                   |
| 5832         | DXI INDUSTRIES, INC.            | 215.00                   |
| 5833         | EASTEX ENVIRONMENTAL LABORATORY | 1,907.00                 |
| 5834         | WEX BANK                        | 1,165.75                 |
| 5835         | GRAINGER                        | 570.94                   |
| 5836         | HACH COMPANY                    | 90.05                    |
| 5837         | JORDEN'S                        | 89.00                    |
| 5838         | LANGFORD ENGINEERING            | 32,685.02                |
| 5839         | NTS PUMPS, MOTORS & CONTROLS    | 606.00                   |
| 5840         | OFFICE DEPOT                    | 649.99                   |
| 5841         | QUILL CORPORATION               | 385.41                   |
| 5842         | MY FLEET CENTER                 | 237.09                   |
| 5843         | TREY CANTU                      | 296.23                   |
| 5844         | TX CHILD SUPPORT SDU            | 252.00                   |
| 5845         | TEXAS SOCIAL SECURITY PROGRAM   | 35.00                    |
| <b>Total</b> |                                 | <b><u>737,070.05</u></b> |

## Memorial Villages Water Authority

*X-mas Comp 2021*

## Payroll Check Register

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

Filter Criteria includes: 1) Check Numbers from 103649 to 103649. Report order is by Check Date. Report is printed in Detail Format.

| Reference | Date    | Employee             | Amount          |
|-----------|---------|----------------------|-----------------|
| 103649    | 12/8/21 | Trey Cantu           | 3,275.54        |
|           |         | 12/8/21 thru 12/8/21 | <u>3,275.54</u> |
|           |         | 12/8/21 thru 12/8/21 | <u>3,275.54</u> |

**Memorial Villages Water Authority**  
**Payroll Check Register**  
**For the Period From Dec 20, 2021 to Dec 20, 2021**

Filter Criteria Includes: 1) Check Numbers from 103650 to 103679. Report order is by Check Date. Report is printed in Detail Format.

| Reference | Employee                | Amount           |
|-----------|-------------------------|------------------|
| 103650    | Miguel A. Beltran       | 1,512.70         |
| 103651    | Richard M. Culver       | 3,377.69         |
| 103653    | Timothy D. Criss        | 1,274.59         |
| 103654    | Robert S. Galbraith     | 1,622.02         |
| 103655    | Nora J. Ivey            | 138.52           |
| 103656    | Leon W. Levandowski Jr. | 3,635.81         |
| 103658    | Noe Martinez Jr.        | 2,783.99         |
| 103659    | Kathleen M. Parsons     | 1,995.96         |
| 103660    | Nelson B. Morgan        | 1,542.67         |
| 103662    | Bobby Salazar           | 1,726.83         |
| 103663    | Daniel M. Murphree      | 1,231.79         |
| 103664    | Pete Torres             | 2,676.25         |
| 103665    | Christopher M. Simien   | 2,197.17         |
| 103666    | Brenda J. Sierra        | 1,602.82         |
| 103667    | Cecilio Hernandez       | 1,471.26         |
| 103668    | Trey Cantu              | 4,945.47         |
| 103669    | Cori D. Scott           | 1,424.38         |
| 103670    | Adan A. Maravilla       | 1,487.64         |
| 103671    | Cesar A. Martinez       | 1,576.64         |
| 103672    | Gary Schenk             | 554.10           |
| 103673    | William H. Wilson       | 415.57           |
| 103674    | Randolph Ewing          | 277.05           |
| 103675    | Veronica H. Roa         | 138.52           |
| 103676    | Catherine L. Stubbs     | 138.52           |
| 103677    | Al Unal Baysal          | 138.52           |
| 103678    | Locke A. Braly          | 138.52           |
| 103679    | Nora J. Ivey            | 138.52           |
|           | 12/20/21 thru 12/20/21  | <u>40,163.52</u> |
|           | 12/20/21 thru 12/20/21  | <u>40,163.52</u> |

## OTHER METHODS OF PAYMENTS

### EFT PAYMENTS

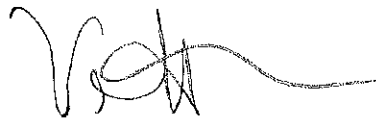
|            |                                                   |                 |
|------------|---------------------------------------------------|-----------------|
| 12/5/2021  | COMCAST EQUIP., WELLS, W.W.T.F. & LIFT STA.       | \$1,711.59      |
| 12/16/2021 | COMCAST BUSINESS CABLE, VOICE, 7 INTERENT-GAYLORD | \$ 920.15       |
| 12/18/2021 | COMCAST - 435 PINEY PT.                           | \$ 229.65       |
| 12/1/2021  | COMCAST - W.W.T.F.                                | <u>\$ 42.42</u> |
|            | TOTAL                                             | \$ 2,903.81     |

**Memorial Villages Water Authority  
Check Register**

**For the Period From Dec 20, 2021 to Dec 20, 2021**

Filter Criteria includes: 1) Check Numbers from 1202 to 1202. Report order is by Date.

| Check # | Date     | Payee                     | Amount            |
|---------|----------|---------------------------|-------------------|
| 1202    | 12/20/21 | MVWA-BUSINESS CHECKING PF | 780,000.00        |
| Total   |          |                           | <u>780,000.00</u> |



Cathy Stull 12-21-2021

Randolph Curry 12/22/2021

**Memorial Villages Water Authority**  
**Check Register**  
**For the Period From Jan 4, 2022 to Jan 4, 2022**

Filter Criteria includes: 1) Check Numbers from 5846 to 5880. Report order is by Date.

| Check # | Payee                         | Amount     |
|---------|-------------------------------|------------|
| 5846    | ARS RESCUE ROOTER             | 1,082.50   |
| 5847    | AVR INC                       | 2,718.97   |
| 5848    | BIO-AQUATIC TESTING, INC.     | 695.00     |
| 5849    | BLUE IRON TECHNOLOGIES        | 4,845.00   |
| 5850    | VOID                          |            |
| 5851    | CAVALLO ENERGY TEXAS LLC      | 607.71     |
| 5852    | CFI SERVICES, INC.            | 469.10     |
| 5853    | CITY OF HOUSTON               | 201,000.00 |
| 5854    | CITY OF HEDWIG VILLAGE        | 25.00      |
| 5855    | CORE & MAIN LP                | 617.29     |
| 5856    | COWBOY TRUCKING, INC.         | 80.00      |
| 5857    | THE REINALT-THOMAS CORP       | 664.00     |
| 5858    | DXI INDUSTRIES, INC.          | 2,986.00   |
| 5859    | GORMAN UNIFORM                | 809.62     |
| 5860    | GRAINGER                      | 1,387.01   |
| 5861    | HACH COMPANY                  | 790.50     |
| 5862    | H.G.S.D.                      | 14,554.00  |
| 5863    | IMAGE COMMUNICATION           | 64.80      |
| 5864    | LEON W. LEVANDOWSKI, JR.      | 2,783.29   |
| 5865    | LONG POINT PEST CONTROL, INC. | 189.00     |
| 5866    | NOE MARTINEZ, JR.             | 50.00      |
| 5867    | NORTON ROSE FULBRIGHT US LLP  | 7,691.41   |
| 5868    | O'REILLY AUTOMOTIVE, INC.     | 127.42     |
| 5869    | OFFICE DEPOT                  | 390.60     |
| 5870    | PURIFY                        | 2,470.50   |
| 5871    | QUILL CORPORATION             | 173.96     |
| 5872    | ROBERT SCOT GALBRAITH         | 111.00     |
| 5873    | TEXAS COMMISSION ON           | 200.00     |
| 5874    | TEXAS PRIDE DISPOSAL          | 78.22      |
| 5875    | TREY CANTU                    | 575.00     |
| 5876    | TX CHILD SUPPORT SDU          | 252.00     |
| 5877    | VERIZON WIRELESS              | 103.75     |

**Memorial Villages Water Authority**  
**Check Register**  
**For the Period From Jan 4, 2022 to Jan 4, 2022**

Filter Criteria includes: 1) Check Numbers from 5846 to 5880. Report order is by Date.

| Check # | Payee                          | Amount            |
|---------|--------------------------------|-------------------|
| 5878    | VILLAGES MUTUAL INS. COOPERATI | 32,484.92         |
| 5879    | WM CORPORATE SERVICES, INC     | 11,420.20         |
| 5880    | WHARTON-SMITH, INC.            | 442,260.00        |
| Total   |                                | <u>734,757.77</u> |

**Memorial Villages Water Authority**  
**Payroll Check Register**  
**For the Period From Jan 3, 2022 to Jan 3, 2022**

Filter Criteria includes: 1) Check Numbers from 103680 to 103698. Report order is by Check Date. Report is printed in Detail Format.

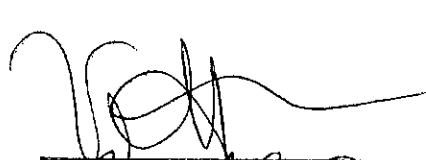
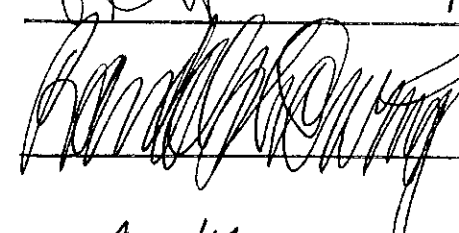
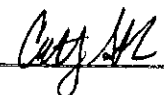
| Reference | Date   | Employee                | Amount           |
|-----------|--------|-------------------------|------------------|
| 103680    | 1/3/22 | Miguel A. Beltran       | 1,574.09         |
| 103681    | 1/3/22 | Richard M. Culver       | 2,398.68         |
| 103682    | 1/3/22 | Timothy D. Criss        | 1,276.69         |
| 103683    | 1/3/22 | Robert S. Galbraith     | 1,630.46         |
| 103684    | 1/3/22 | Nora J. Ivey            | 138.52           |
| 103685    | 1/3/22 | Leon W. Levandowski Jr. | 4,019.92         |
| 103686    | 1/3/22 | Noe Martinez Jr.        | 2,794.81         |
| 103687    | 1/3/22 | Kathleen M. Parsons     | 2,004.40         |
| 103688    | 1/3/22 | Nelson B. Morgan        | 1,546.86         |
| 103689    | 1/3/22 | Bobby Salazar           | 3,321.62         |
| 103690    | 1/3/22 | Daniel M. Murphree      | 1,231.79         |
| 103691    | 1/3/22 | Pete Torres             | 3,074.62         |
| 103692    | 1/3/22 | Christopher M. Simien   | 2,205.61         |
| 103693    | 1/3/22 | Brenda J. Sierra        | 1,664.27         |
| 103694    | 1/3/22 | Cecilio Hernandez       | 1,451.02         |
| 103695    | 1/3/22 | Trey Cantu              | 4,611.83         |
| 103696    | 1/3/22 | Cori D. Scott           | 1,584.98         |
| 103697    | 1/3/22 | Adan A. Maravilla       | 1,496.08         |
| 103698    | 1/3/22 | Cesar A. Martinez       | 1,532.32         |
|           |        | 1/3/22 thru 1/3/22      | <u>39,558.57</u> |
|           |        | 1/3/22 thru 1/3/22      | <u>39,558.57</u> |

**Memorial Villages Water Authority  
Check Register**

**For the Period From Jan 4, 2022 to Jan 4, 2022**

Filter Criteria includes: 1) Check Numbers from 1203 to 1203. Report order is by Date.

| Check # | Date   | Payee                     | Amount     |
|---------|--------|---------------------------|------------|
| 1203    | 1/4/22 | MVWA-BUSINESS CHECKING PF | 775,000.00 |
| Total   |        |                           | 775,000.00 |

 1/2/21  
 1/2/2022  
 1-4-2022