

MINUTES OF MEETING OF BOARD OF SUPERVISORS
JULY 12, 2022

THE STATE OF TEXAS §
COUNTY OF HARRIS §
MEMORIAL VILLAGES WATER AUTHORITY §

The Board of Supervisors (the “Board”) of Memorial Villages Water Authority (the “Authority”) met in special session, open to the public, on July 12, 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
Cathy Stubbs, Treasurer
Veronica Roa, Assistant Secretary
Unal Baysal, Assistant Secretary
Locke Braly, Assistant Secretary

Persons Attending. All members of the Board were present, except for Supervisors Wilson, Roa, and Baysal, thus constituting a quorum. Also attending were Mr. Trey Cantu, General Manager of the Authority; Mr. John Davis and Mr. Norman Gutierrez of Langford Engineering, Inc. (“Langford”), Engineers for the Authority; and Ms. Madeline Lopez, paralegal of Norton Rose Fulbright US LLP (“NRF”), Attorneys for the Authority. Ms. Kathleen Ellison of NRF attended by videoconference.

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

1. **Public Comments.** There were no public comments at this time.
2. **Approve minutes of the June 7, 2022 regular meeting.** Proposed minutes of the June 7, 2022 meeting, previously distributed to the Board, were submitted for consideration and approval. 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 minutes of the June 7, 2022 regular meeting, as presented.
3. **Status report on Gaylord Water Plant project, consideration of Pay Estimate #13 and Change Order #3 and take any necessary action.** Mr. Davis reported on the Gaylord Water Plant project. Mr. Davis then presented Change Order No. 3, a copy of which is attached hereto as Exhibit “B.” He explained that Change Order 3 takes into account the deletion of certain portions of the project from the work and results in a cost change of (\$87,359.72). Discussion ensued. Upon motion by Supervisor Stubbs, seconded by Supervisor Ewing, after full discussion

and the question being put to the Board, the Board voted unanimously to approve Change Order No. 3.

Mr. Davis then presented to the Board Pay Estimate No. 13 in the amount of \$16,731.25 to Wharton-Smith, Inc., a copy of which is also included within Exhibit "B". He recommended approval of Pay Estimate No. 13. 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 Pay Estimate No. 13 in the amount of \$16,731.25 to Wharton-Smith, Inc.

4. Executive session pursuant to Section 551.071 for the purpose of a private consultation with the Board's attorney on matters in which the attorney's duty to the governmental body requires confidentiality under the Rules of Professional Conduct; of the State Bar of Texas. Upon motion by Supervisor Ewing, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted unanimously at 7:08 p.m. to enter into executive session pursuant to Section 551.071, Texas Gov't Code, for private consultation with its attorneys on a matter in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas requires confidentiality. Persons in attendance in addition to the Supervisors were Mr. Cantu, Mr. Davis, Mr. Gutierrez, Ms. Ellison, and Ms. Lopez.

5. Return to open session. Upon motion by Supervisor Ewing, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted unanimously to reconvene in public session at 7:31 p.m. At that time the doors were reopened for public attendance.

6. Consider settlement proposal regarding the Gaylord Water Plant. Upon motion by Supervisor Stubbs, seconded by Supervisor Ewing, after full discussion and the question being put to the Board, the Board voted to approve a settlement proposal from Wharton-Smith provided the changes suggested by the Board are acceptable to Wharton-Smith and to authorize preparation of a formal agreement between the parties.

7. Consider and approve Amended and Corrected Deed (Hedwig Village Water Plant). Mr. Cantu presented to and reviewed with the Board the Amended and Corrected Deed, a copy of which is attached hereto as Exhibit "C". Mr. Cantu stated this corrected deed for the existing Gaylord Water Plant site makes the boundary match the boundary of the Beinhorn Manor plat. Upon motion by Supervisor Braly, seconded by Supervisor Ewing, after full discussion and the question being put to the Board, the Board voted to approve the Amended and Corrected Deed (Hedwig Village Water Plant) and to authorize its recordation.

8. Consider and approve drainage easement to City of Hedwig Village. Mr. Cantu discussed with the Board the Easement and Right of Way for Drainage, a copy of which is attached hereto as Exhibit "D". Mr. Cantu stated this document is under consideration by the City of Hedwig Village. He said he would continue working with the City to attain an optimal solution regarding ownership and maintenance of the ditch.

9. **Approve Consumer Confidence Report.** Mr. Cantu presented to and reviewed with the Board the Annual Water Quality Report and the Consumer Confidence Report (the "CCR"), a copy of which is attached hereto as Exhibit "E". He noted that this year's CCR has a different format and he recommended continuing with the new format. He said no action is needed on this item as it has already been filed with the Texas Commission on Environmental Quality.

10. **Consider and approve Interlocal Agreement with Harris-Galveston Subsidence District HGSD Water Wise Conservation Program for the 2022-2023 school term.** Mr. Cantu presented to and reviewed with the Board the Interlocal Agreement with the Subsidence District, a copy of which is attached hereto as Exhibit "F". He reminded the Board that under this annual agreement the Authority funds water conservation kits for school children and the Subsidence District grants the Authority groundwater credits. Mr. Cantu recommended the Authority start analyzing how many groundwater credits the Authority should have in reserve. Discussion ensued regarding use of groundwater credits. Mr. Cantu suggested the Authority reduce its sponsorship of conservation kits from approximately 8,000 to 4,000 because of the number of groundwater credits the Authority has in reserve. Discussion ensued. Upon motion by Supervisor Ewing, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted to approve the Interlocal Agreement with Harris-Galveston Subsidence District with 4,000 sponsorships.

Mr. Davis and Mr. Gutierrez left the meeting at this time.

11. **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 "G."

Mr. Cantu presented the Wastewater Treatment Facility Monthly Operating Report, a copy of which is attached hereto as Exhibit "H." He stated that that all monthly water samples are in compliance.

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

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

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

Discussion ensued regarding depository banks and investments. Mr. Cantu stated he will do a comparison between Wells Fargo and Allegiance banks.

Mr. Cantu reported the new AP software is going well. Discussion ensued.

Upon inquiry by Supervisor Schenk, Mr. Cantu stated Ms. Durdin took action to have the erosion plan approved by Harris County Flood Control, and now the Authority is being approached for the access agreement. Mr. Cantu stated he will report on this next month.

Supervisor Stubbs inquired about a mandatory conservation due to the drought, to which Mr. Cantu stated he is monitoring the water levels closely. Mr. Cantu explained peak usages and time frames. He noted that if the City of Houston enters stage two of the drought contingency plan, then the Authority will have to enter stage two as well. Discussion ensued.

11. Authorize payment of bills. Discussion ensued regarding the bills presented for approval. Upon motion by Supervisor Ewing, 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 "K."

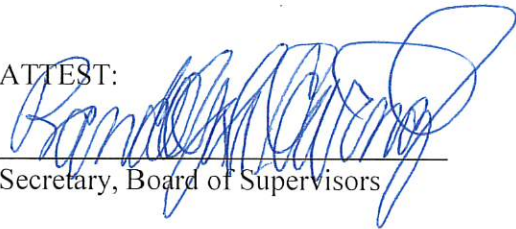
The Board discussed the upcoming August meeting. It was the consensus of the Board to keep the meeting date as scheduled.

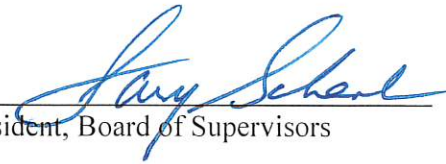
THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD,
the meeting was adjourned.

* * *

The above and foregoing minutes were passed and approved by the Board of Supervisors on August 2, 2022.

ATTEST:


Secretary, Board of Supervisors


President, Board of Supervisors

(AUTHORITY SEAL)

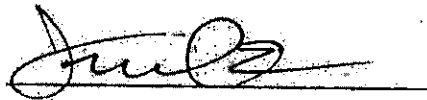
NORTON ROSE FULBRIGHT

CERTIFICATE OF POSTING

THE STATE OF TEXAS
COUNTY OF HARRIS
MEMORIAL VILLAGES WATER AUTHORITY

I hereby certify that on July 7, 2022 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 7 day of July, 2022.



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 special 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, July 12, 2022**. At such meeting, the Board will consider the following:

1. Public Comments;
2. Approve minutes of the June 7, 2022 regular meeting;
3. Status report on Gaylord Water Plant project, consideration and approval of Pay Estimate #13 and Change Order #3, and take any necessary action;
4. Executive session pursuant to Section 551.071 for the purpose of a private consultation with the Board's attorney on matters in which the attorney's duty to the governmental body requires confidentiality under the Rules of Professional Conduct; of the State Bar of Texas;
5. Return to open session;
6. Consider settlement proposal regarding the Gaylord Water Plant;
7. Consider and approve Amended and Corrected Deed (Hedwig Village Water Plant);
8. ~~Consider and approve drainage easement to City of Hedwig Village;~~
9. Approve Consumer Confidence Report;
10. Consider and approve Interlocal Agreement with Harris-Galveston Subsidence District HGSD Water Wise Conservation Program for the 2022-2023 school term;
11. 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
12. Authorize payment of bills.

Norton Rose Fulbright US LLP, attorneys for Authority

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.

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.

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

Exhibit B

MONTHLY ESTIMATE NO. 13
LEI Job No. 032-117 Contract No. 2

Memorial Villages Water Authority

Gaylord Water Plant Improvements

26-May-22

Thru

25-Jun-22

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:	10 Calendar Days
Total Time:	370 Calendar Days	Time Used:	439 Calendar Days
Contract Dated:	6-Apr-2021		
Work Order Dated:	12-Apr-2021		
Completion Date:	17-Apr-2022	(Scheduled) (Actual)	
Percent Time Used:	118.65%		
Percent Complete:	99.11%		
Current Contract:	\$3,597,479.57		

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	0	1	\$ 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	0	1	\$ 19,000.00	\$19,000.00
2.2	Demo Clearwell and Walls to 24" Below Bottom of Pavement	1	L.S.	1	0	1	\$ 13,000.00	\$13,000.00
2.3	Flow Fill Clearwell	1	L.S.	1	0	1	\$ 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	0	1	\$ 30,000.00	\$30,000.00
3.1.2	Demo Ringwall Foundation	1	L.S.	1	0	1	\$ 22,000.00	\$22,000.00
3.1.3	Demo Associated Above Ground Piping	1	L.S.	1	0	1	\$ 8,000.00	\$8,000.00
3.2	Tank 2 Demo							
3.2.1	Demo GST Dome and Wall Panels	1	L.S.	1	0	1	\$ 30,000.00	\$30,000.00
3.2.2	Demo Ringwall Foundation	1	L.S.	1	0	1	\$ 22,000.00	\$22,000.00
3.2.3	Demo Associated Above Ground Piping	1	L.S.	1	0	1	\$ 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.	1	0	1	\$ 3,000.00	\$3,000.00
4.2	Demo 8" Water Line	1	L.S.	1	0	1	\$ 7,000.00	\$7,000.00
4.3	Demo 12" Water Line	1	L.S.	1	0	1	\$ 5,000.00	\$5,000.00
4.4	Demo 16" Water Line	1	L.S.	1	0	1	\$ 7,000.00	\$7,000.00
4.5	Demo 18" Water Line	1	L.S.	1	0	1	\$ 3,000.00	\$3,000.00

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.	1	0	1	\$ 2,000.00	\$2,000.00
5.2	Demo Storm Inlet & Pipe S of GST 2	1	L.S.	1	0	1	\$ 1,000.00	\$1,000.00
5.3	Demo Inlet at BPS	1	L.S.	1	0	1	\$ 1,000.00	\$1,000.00
5.4	Demo Inlet at Office	1	L.S.	1	0	1	\$ 1,000.00	\$1,000.00
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.	930	0	930	\$ 15.00	\$13,950.00
7.	Furnish and Install Booster Pump Station, Including Reinforced Concrete Foundation and Supports, Five (5) Horizontal Split Case Pumps and Motors, Suction and Discharge Header Piping, Fittings, Valves,							
7.1	Submittals	1	L.S.	1	0	1	\$ 5,000.00	\$5,000.00
7.2	Subgrade Prep	1	L.S.	1	0	1	\$ 35,000.00	\$35,000.00
7.3	Form and Pour Slab	1	L.S.	1	0	1	\$ 90,000.00	\$90,000.00
7.4	Form and Pour Pump Pads	1	L.S.	1	0	1	\$ 25,000.00	\$25,000.00
7.5	Install Flange Piping and Valves	1	L.S.	1	0	1	\$ 120,000.00	\$120,000.00
7.6	Install Pumps	5	Ea.	5	0	5	\$ 25,000.00	\$125,000.00
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.	1	0	1	\$ 5,000.00	\$5,000.00
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.	7	1	8	\$ 3,000.00	\$24,000.00
9.2	Install 8" PVC Storm Sewer	1	L.S.	1	0	1	\$ 2,000.00	\$2,000.00
9.3	Install 18" PVC Sewer	1	L.S.	1	0	1	\$ 4,000.00	\$4,000.00

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.	1	0	1	\$ 10,000.00	\$10,000.00
10.2	Install 4" Water Line	1	L.S.	1	0	1	\$ 20,000.00	\$20,000.00
10.3	Install 12" Fill Line	1	L.S.	1	0	1	\$ 60,000.00	\$60,000.00
10.4	Install 12" Equalization Line	1	L.S.	1	0	1	\$ 15,000.00	\$15,000.00
10.5	Install 12" Discharge Line to S. Meter Vault	1	L.S.	1	0	1	\$ 110,000.00	\$110,000.00
10.6	Install 12" Discharge N. of the BPS	1	L.S.	1	0	1	\$ 60,000.00	\$60,000.00
10.7	Install 16" Fill Line	1	L.S.	1	0	1	\$ 45,000.00	\$45,000.00
10.8	Install 18" Suction Line @ GST	1	L.S.	1	0	1	\$ 40,000.00	\$40,000.00
10.9	Install 18" Suction Line @ BPS	1	L.S.	1	0	1	\$ 40,000.00	\$40,000.00
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.	1	0	1	\$ 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.	6	0	6	\$ 650.00	\$3,900.00
14.	Temporary Electrical System - Provide and Install all Electrical Work, Including Service Equipment, Temporary Generator, Conduit, Conductors to Serve MVWA Office Building, Garage/Shop, Carport, and Fence Lighting, Including Removal Upon Project Completion, as per Plans and Specifications	1	L.S.	1	0	1	\$ 40,000.00	\$40,000.00
15.	Temporary Electrical Service Allowance by Local Utility Provider for Installation of Service Drop. Owner Shall Pay Exact Amount Once Provided with Actual Ticket Invoice Documentation, Complete in Place	1	L.S.	0	0	0	\$ 5,000.00	\$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.	1	0	1 \$ 100,000.00	\$100,000.00
16.5	Autosensory Modifications	1	L.S.	0.95	0.05	1 \$ 30,000.00	\$30,000.00
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.	1	0	1 \$ 20,000.00	\$20,000.00
16.8	BPS Cabling & Termination	1	L.S.	1	0	1 \$ 40,000.00	\$40,000.00
16.9	MCC Building Cabling & Termination	1	L.S.	0.98	0.02	1 \$ 50,000.00	\$50,000.00
16.10	Lighting & Receptacles Install (MCC Building)	1	L.S.	1	0	1 \$ 5,000.00	\$5,000.00
16.11	Grounding Loop Install	1	L.S.	1	0	1 \$ 5,000.00	\$5,000.00
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.	1	0	1 \$ 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.	1	0	1 \$ 10,000.00	\$10,000.00
19.2	Install Partition Wall/Sliding Door/Drywall	1	L.S.	1	0	1 \$ 15,000.00	\$15,000.00
19.3	Interior Ceiling Improvements	1	L.S.	1	0	1 \$ 6,000.00	\$6,000.00

19.4	Clean/Surface Prep/Coat (Interior and Exterior)	1	L.S.	1	0	1.00	\$	4,000.00	\$4,000.00
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.	825.00	0	825	\$	92.00	\$75,900.00
21.	Cement-Stabilized Sand Subgrade Material for Concrete Pavement as per Plans and Specifications, Complete in Place	140	C.Y.	140	0	140	\$	32.00	\$4,480.00
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.	825	0	825	\$	14.00	\$11,550.00
23.	All Work and Materials Associated with Construction of 5" Thick Reinforced Concrete Sidewalks and Joints Including Stabilized Subgrade and Sidewalk Ramps, as per Plans and Specifications, Complete in Place	65	S.Y.	58.50	0	58.50	\$	85.00	\$4,972.50
24.	All Work and Materials Associated with Construction of 6" Reinforced Concrete Curb, as per Plans and Specifications, Complete in Place	165	L.F.	139	0	139	\$	30.00	\$4,170.00
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.	1	0	1	\$	18,000.00	\$18,000.00
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.	1	0	1	\$	2,500.00	\$2,500.00
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.	1	0	1.00	\$	2,500.00	\$2,500.00
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.	1	0	1	\$	32,000.00	\$32,000.00
28.2	Install N 12" Meter Vault	1	Ea.	1	0	1	\$	32,000.00	\$32,000.00

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.	1	0	1 \$	45,000.00	\$45,000.00	
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.	560	0	560 \$	10.00	\$5,600.00	
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.	10	0	10 \$	500.00	\$5,000.00	
33.	All Work and Materials for Parking Site Striping, Including ADA Compliant Striping, as per Plans & Specifications, Complete in Place	1 L.S.	0	1	1 \$	1,000.00	\$1,000.00	
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.	2	0	2 \$	3,000.00	\$6,000.00	
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.	5	0	5 \$	600.00	\$3,000.00	
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 Ines, Equalization Line, 18" Suction Flow Line, Overflow Line and Tie-In to Existing 18" Suction Line as Shown on Plans, Including Valves, Fittings, Supports, Sample Port, Pressure Sensor Line, and Level Gauge, Concrete Reinforced Foundation (4,000 PSI min.), Including Design per Soil Reports (Texas P.E.), and Tank Disinfection, per AWWA and Start-Up, Full MVWA Approval, as per Plans and Specifications, Design for Future Height Adjustment from 24' to 33' Wall Height, Complete in Place								
B.1	Approved Tank Submittals	1	L.S.	1	0	1	\$	75,000.00	\$75,000.00
B.2	Tank 1								
B.2.1.	Subgrade Prep	1	L.S.	1	0	1.00	\$	30,000.00	\$30,000.00
B.2.2.	Install In and Under Piping	1	L.S.	1	0	1.00	\$	25,000.00	\$25,000.00
B.2.3.	Form and Pour Ringwall	1	L.S.	1	0	1.00	\$	100,000.00	\$100,000.00
B.2.4.	Backfill	1	L.S.	1	0	1.00	\$	50,000.00	\$50,000.00
B.2.5.	Form and Pour Tank Slab	1	L.S.	1	0	1.00	\$	100,000.00	\$100,000.00
B.2.6.	Install Wall Panels	1	L.S.	1	0	1.00	\$	172,500.00	\$172,500.00
B.2.7.	Install Dome	1	L.S.	1	0	1.00	\$	125,000.00	\$125,000.00
B.2.8.	Tank Piping Connection (Fill Suction EQ)	1	L.S.	1	0	1.00	\$	20,000.00	\$20,000.00
B.2.9.	Floor Coating	1	L.S.	1	0	1.00	\$	10,000.00	\$10,000.00
B.2.10.	Disinfection	1	L.S.	1	0	1.00	\$	5,000.00	\$5,000.00
B.3.	Tank 2								
B.3.1.	Subgrade Prep	1	L.S.	1	0	1.00	\$	30,000.00	\$30,000.00
B.3.2.	Install In and Under Piping	1	L.S.	1	0	1.00	\$	25,000.00	\$25,000.00
B.3.3.	Form and Pour Ringwall	1	L.S.	1	0	1.00	\$	100,000.00	\$100,000.00
B.3.4.	Backfill	1	L.S.	1	0	1.00	\$	50,000.00	\$50,000.00
B.3.5.	Form and Pour Tank Slab	1	L.S.	1	0	1.00	\$	100,000.00	\$100,000.00

B.3.6.	Install Wall Panels	1	L.S.	1	0	1.00	\$	172,500.00	\$172,500.00
B.3.7.	Install Dome	1	L.S.	1	0	1.00	\$	125,000.00	\$125,000.00
B.3.8.	Tank Piping Connection (Fill, Suction, EQ)	1	L.S.	1	0	1.00	\$	20,000.00	\$20,000.00
B.3.9.	Floor Coating	1	L.S.	1	0	1	\$	10,000.00	\$10,000.00
B.3.10.	Disinfection	1	L.S.	1	0	1	\$	5,000.00	\$5,000.00
Supplemental Items									
a.	Extra Concrete as Approved by Engineer, Complete in Place	50	C.Y.	37	0	37	\$	300.00	\$11,100.00
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.	1270	0	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
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Change Order No. 2

40.	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	L.S.	1	0	1	\$	41,696.79	\$41,696.79
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Change Order No. 3

41.	All Work, Materials and Labor Necessary for the Furnishing and Installation of 12" FBE MJ Cross in Lieu of Proposed Tee as Shown within "Insert A" of Sheet 8 of 30, Due to Existing Power Pole Tie Down, Complete In Place	1	L.S.	0	1	1		\$1,085.38	\$1,085.38
42.	All Work, Materials and Labor Necessary for the Clearing of MVWA Property Southwest of Existing Building, Including Removal of Tomato Garden, Undergrowth and Dead Trees, Fence Restoration and Surveying Services, Complete In Place	1	L.S.	0	1	1	\$	5,548.61	\$5,548.61
43.	All Work, Materials and Labor Necessary for the Replacement of Well Pump Breaker Contacts Following Well 1 Motor Start-Up Electrical Issues on April 18, 2022, Complete In Place.	1	L.S.	0	1	1		\$7,578.79	\$7,578.79
44	Deduction - Per Spec. Item No. A108, Contractor Will Pay For Retesting of Any Failed Items or Not Cancelling Lab When Contractor Scheduled Testing and Was Not Ready, As Outlined Within The Change Order No. 3 Reference Material.	1	L.S.	0	1	1	\$	(2,372.50)	\$ (2,372.50)

Summary of Work to Date

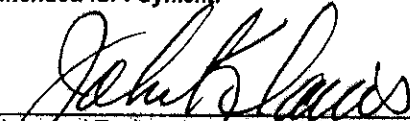
Work Performed to Date	\$3,565,547.07
Less 10% Retainage	\$356,554.71
Net Amount Earned to Date	\$3,208,992.36
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	\$0.00
Subtotal Work Completed and Materials Stored	\$3,208,992.36
Less Previous Payments	\$3,192,261.11
AMOUNT DUE THIS ESTIMATE	\$16,731.25

Summary of Adjusted Contract

Original Contract Amount	\$3,635,955.00
Change Order No. 1	\$7,187.50
Change Order No. 2	\$41,696.79
Change Order No. 3	(\$87,359.72)
CURRENT CONTRACT AMOUNT	\$3,597,479.57

Note: There are no known disputes between the Contractor and Owner/Engineer Concerning the Quantities shown hereon. Owner and Contractor are working on resolution of GST Floor issue.

Recommended for Payment:

By: 
Langford Engineering, Inc.

Date: 7-7-2022

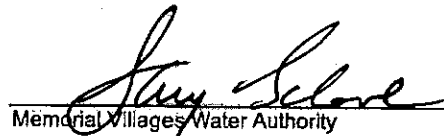
Print Name: John K. Davis, P.E.

Accepted:

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

Date: 7/6/22

Approved:

By: 
Memorial Villages Water Authority
Print Name: Gary Schenk

Date: 7-12-22

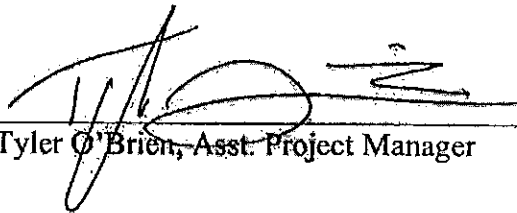
Distribution: Memorial Villages Water Authority (1)
Norton Rose Fulbright US, LLP (1)
Wharton-Smith, Inc. (1)
Langford Engineering, Inc. (1)

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

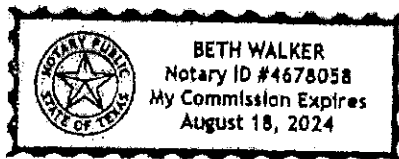
OWNER: Memorial Villages Water Authority
PROJECT: Gaylord Water Plant Improvements
CONTRACTOR: Wharton-Smith, Inc.

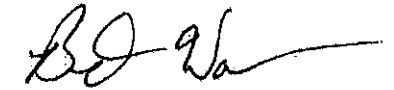
I certify that all just and lawful bills against the above-named Contractor for labor, material, and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of this final payment of the Owner to comply with the Contract requirements. This is to certify that I am relieving Memorial Villages Water Authority of liability and claims occurring in connection with this Project through June 25, 2022 (the date of Pay Estimate No. 13).

Wharton-Smith, Inc.


Tyler O'Brien, Asst. Project Manager

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

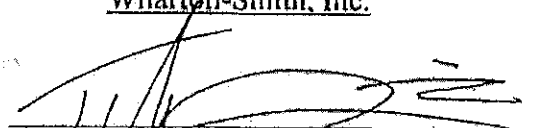
CONTRACTOR: **Wharton-Smith, Inc.**

This Payment:	<u>\$ 16,731.25</u>
Total Paid to Date Including This Payment:	<u>\$ 3,208,992.36</u>
For Work Performed Through:	<u>June 25, 2022</u>
Pay Estimate No.	<u>13</u>

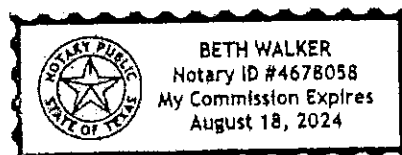
Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or material man's lien or claims of lien, including any constitutional lien or claim thereto, that the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

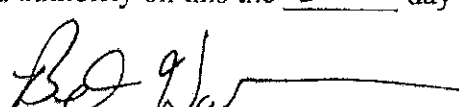
The undersigned further certifies and warrants that there are no known mechanic's or material man's liens outstanding as of the date hereof, that all bills incurred by it with respect to the work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis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

Wharton-Smith, Inc.


Tyler O'Brien, Asst Project Manager

Subscribed and sworn to before me, the undersigned authority on this the 6th day of July, 2022




Notary Public for the State of Texas

CHANGE ORDER NO. 3

July 5, 2022

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

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

Contractor: Wharton-Smith, Inc.

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

Original Contract Amount: \$3,635,955.00

Dear President Schenk and Board of Supervisors:

Your approval is requested on the following adjustments of the original contract amount and the extension of time for subject project.

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Each</u>	<u>Cost</u>
41. All Work, Materials, and Labor Necessary for the Furnishing and Installation of 12" FBE MJ Cross in Lieu of Proposed Tee as Shown Within "Insert A" of Sheet 8 of 30 Due to Existing Power Pole Tie Down, Complete in Place	1	L.S.	\$1,085.38	\$ 1,085.38
42. All Work, Materials, and Labor Necessary for the Clearing of MVWA Property Southeast of Existing Building, Including Removal of Tomato Garden,				

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Each</u>	<u>Cost</u>
Undergrowth, and Dead Trees, Fence Restoration, and Survey- ing Services, Complete in Place	1	L.S.	\$5,548.61	\$ 5,548.61
43. All Work, Materials, and Labor Necessary for the Replacement of Well Pump Soft Start Con- tacts Following Well 1 Motor Start-Up Electrical Issues on April 18, 2022, Complete in Place	1	L.S.	\$7,578.79	\$ 7,578.79
44. Deduction – Per Spec. Item No. A108, Contractor will Pay For Retesting of Any Failed Items Or Not Cancelling Lab When Contractor Scheduled Testing And Was Not Ready, As Outlined Within the Attached Referenced Material	1	L.S.	\$(2,372.50)	\$ (2,372.50)
Underrun Items No's 15, 17, 30, 37, & 38				
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.	\$(5,000.00)	\$ (5,000.00)
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.	\$(7,000.00)	\$ (7,000.00)

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Each</u>	<u>Cost</u>
30. Furnish and Install Eclipse Model 88WC Sampling Station, as per Plans and Specifications, Complete in Place	1	L.S.	\$(1,000.00)	\$ (1,000.00)
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	1	L.S.	\$(79,200.00)	\$ (79,200.00)
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	1	L.S.	\$(7,000.00)	\$ (7,000.00)
Subtotal (Change Order No. 3)				\$ (87,359.72)
Original Contract Amount				\$ 3,635,955.00
Total This Change Order No. 3			(-) \$	(87,359.72)
Change Order No. 2			(+) \$	41,696.79
Change Order No. 1			(+) \$	7,187.50
Adjusted Contract Amount				\$ 3,597,479.57
Original Contract Time				360 Calendar Days

Extension of Time This Change Order No. 3	0 Calendar Days
Extension of Time Change Order No. 2	10 Calendar Days
Extension of Time Change Order No. 1	<u> 0 </u> Calendar Days
Total Time with Extensions	370 Calendar Days

Change Order No. 1, 2, 3 represents a 1.06% decrease in the original Contract Amount.

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

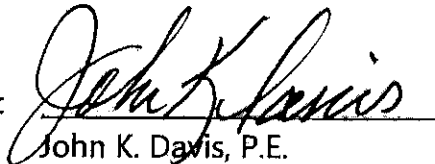
SUBMITTED FOR APPROVAL:

ACCEPTED:

LANGFORD ENGINEERING, INC.

WHARTON-SMITH, INC.

By:


John K. Davis, P.E.
President

By:


Tyler O'Brien
Assistant Project Manager

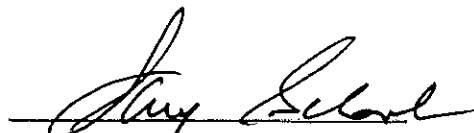
Date 7-7-2022

Date 7/7/22

APPROVED:

MEMORIAL VILLAGES WATER AUTHORITY

By:


Gary Schenk
Board of Supervisors, President

Date 7-12-22

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-907391

Date Filed:
07/06/2022

Date Acknowledged:

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

Wharton-Smith, Inc.
Sanford, FL United States

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

Memorial Villages Water Authority

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

032-117

Gaylord Water Plant Improvements, LEI Job No. 032-117, Contract No. 2 - Change Order 3

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Smith, George	Sanford, FL United States	X	
	Davoli, Ronald	Sanford, FL United States	X	
	Smith, Timothy	Sanford, FL United States	X	
	Hewitt, Patrick	Sanford, FL United States	X	
	Crafton, Darin	Sanford, FL United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Kenneth E. Marcell III, and my date of birth is July 21, 1980.

My address is 17474 Opportunity Avenue, Baton Rouge, LA, 70817, US.
(street) (city) (state) (zip code) (country)

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

Executed In East Baton Rouge County, State of Louisiana, on the 7th day of July, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
Kenneth E. Marcell III - VP - Gulf Coast Water (Declarant)

Exhibit C

AMENDED AND CORRECTED DEED (HEDWIG VILLAGE WATER PLANT SITE)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, by instrument dated the 17th day of December, 1959, and filed of record under County Clerk's File No. 113674 at Vol. 3886, pages 563-566 in the Official Public Records of Real Property of Harris County, Texas on December 21, 1959 (the "Original Deed"), Wales W. Wallace, S.W. Gaylord, Sr., and S.W. Gaylord, Jr. granted to Memorial Villages Water Supply Corporation a tract of land situated in Harris County, Texas described by metes and bounds therein (the "Water Plant Property");

WHEREAS, Memorial Villages Water Authority, a political subdivision of the State of Texas (the "Authority") is the successor in interest to the Memorial Villages Water Supply Corporation; and

WHEREAS, the Authority has constructed a Water Plant known as the Hedwig Village Water Plant on the Water Plant Property; and

WHEREAS, in connection with the expansion of the Hedwig Village Water Plant, the Authority determined that a small portion of the Water Plant Property as described in the Original Deed overlaps with property included within the boundaries of the platted subdivision of Beinhorn Manor, a subdivision of 6.591 acres of land out of the A.H. Osbourne Survey A-610 Harris County, Texas, as recorded in the Map Records of Harris County, Texas on October 19, 1965 at Vol. 134, pages 17-21 (the "Platted Property"); and

WHEREAS, pursuant to Section 49.226 of the Texas Water Code, the Authority may abandon, release or transfer to abutting owners narrow strips of property resulting from boundary or surveying conflicts or similar causes, or from insubstantial encroachments by abutting property owners, or property of larger configuration that has been subject to encroachments by abutting property owners for more than 25 years on such terms and conditions as deemed necessary or advantageous to the Authority; and

WHEREAS, the Authority hereby finds that the Platted Property which is Water Plant Property consists of narrow strips of property resulting from boundary conflicts or similar causes and has been subject to encroachments by abutting property owners for more than 25 years; and

WHEREAS, the Authority has conferred with the City of Hedwig Village, Texas and has determined it would be in the best interest of both entities for the Authority to modify the boundary of the Water Plant Property so that the Platted Property is excluded from the Water Plant Property and transferred to the abutting property owners;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: That in consideration of the premises, Memorial Villages Water Authority, pursuant to authority of its Board of Supervisors, hereby RELEASES AND TRANSFERS to the abutting property owners that

part of the Water Plant Property included within the Platted Property, "AS IS" and without warranty of any kind; and hereby DETERMINES and DECLARES that the Water Plant Property shall consist of that certain tract of property described on Exhibit A, attached hereto and by this reference made a part hereof, for all purposes, notwithstanding the legal description contained within the Original Deed, which shall be deemed to have been amended and corrected accordingly.

EXECUTED this _____ day of _____, 2022.

MEMORIAL VILLAGES WATER AUTHORITY

By: _____

Gary Schenk, President

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the _____ day of _____, 2022, by Gary Schenk, President of the Board of Supervisors of MEMORIAL VILLAGES WATER AUTHORITY, a political subdivision, on behalf of said political subdivision.

Notary Public in and for
the State of T E X A S

Printed/Typed Name of Notary

My Commission Expires: _____

(SEAL)

Exhibit D

EASEMENT AND RIGHT OF WAY FOR DRAINAGE

DATE:

GRANTOR: Memorial Villages Water Authority, a political subdivision of the State of Texas

GRANTOR'S ADDRESS: 8955 Gaylord Drive, Houston, Texas 77024-2903

GRANTEE: City of Hedwig Village, Texas

GRANTEE'S ADDRESS:

EASEMENT AREA:

The Easement Area consists of a _____ foot wide strip of land { } A map or diagram showing the location of the Easement Area is attached as Exhibit B.

GRANT OF EASEMENT:

In consideration of the mutual benefits to be derived herefrom, Grantor grants, transfers, sells, conveys, assigns, sets over and delivers to Grantee a perpetual easement and right of way for drainage and flood control on, across, along and through the Easement Area, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress and regress, unto Grantee and its successors and assigns forever.

Grantee may widen, straighten, clear and improve waterways and ditches located upon the Easement Area, may excavate and dispose of soil, and may bring upon the Easement Area and operate thereon all necessary machinery and equipment to efficiently prosecute the work.

RESERVATIONS FROM AND CONDITIONS OF GRANT OF EASEMENT:

1. This grant is not a conveyance of the Easement Area nor of any interest in the oil, gas, and other minerals in, on, or under the Easement Area, but is a grant solely of the right of way and easement as above described.
2. Grantee shall maintain the Easement Area in a state of good repair, condition and appearance, taking into account the residential property abutting upon the Easement Area.
3. This easement is subject to all easements, rights of way, reservations, restrictions, conditions, covenants, oil and gas leases, mineral severances, and other instruments of record enforceable against the Easement Area or any part of it.
4. Grantor, its successors and assigns reserve the right to utilize the Easement Area for drainage of waters from Grantor's property.
5. Grantor reserves to itself, its successors and assigns the right to construct, maintain, own, repair, operate and use bridges, roads, railroad tracks,

communication conduits, electrical transmission and distribution lines, telephone lines, cable television lines, and gas, water and sewage lines (together with reasonable stanchions and supports necessary to support such bridges, roads, tracks, conduits and lines) across said premises at an angle in relation to the centerline of the same of 90 degrees or not more than 20 degrees variance from 90 degrees and the right to grant to others the same rights, so long as the Grantee's and its successors' and assigns' use of said Easement Area is not interfered with or disturbed, and any improvements now or hereafter located within the boundaries of the Easement Area are not interfered with or damaged in any way and the volume, capacity and flow of any water within and through any such improvements are not interfered with or lessened.

NO BROKER:

Grantor represents that is has not used any agent or broker to bring about this conveyance and agrees that no fee is due any agent or broker by reason hereof.

PERPETUAL TERM:

To have and to hold, subject to the matters set forth herein, the above-described Easement, together with all the rights and appurtenances thereto, including all necessary rights of ingress, egress, and regress, unto the Grantee, its successors and assigns forever. Subject to the matters set forth herein, Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular the Easement and right of way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**MEMORIAL VILLAGES WATER
AUTHORITY, as Grantor**

By: _____
Title: _____

Attest:

By: _____
Title: _____

ACCEPTED BY:

**CITY OF HEDWIG VILLAGE, TEXAS, as
Grantee**

By: _____
Title: _____

Attest:

By: _____
Title: _____

GRANTOR ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the ____ day of _____, _____,
by _____ of
Memorial Villages Water Authority, a political subdivision of the State of Texas, on behalf of
said political subdivision.

Notary Public in and for
the State of T E X A S

Printed/Typed Name of Notary

My Commission Expires: _____

(SEAL)

GRANTEE ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on the _____ day of _____, _____,
by _____ of
City of Hedwig Village, Texas, a municipal corporation, on behalf of said municipal corporation.

Notary Public in and for
the State of T E X A S

Printed/Typed Name of Notary

My Commission Expires: _____

(SEAL)

ANNUAL WATER QUALITY REPORT

Reporting Year 2021

Exhibit E



Presented By
**Memorial Villages
Water Authority**

Este reporte incluye información importante sobre el agua para tomar. Para asistencia en español, favor de llamar al telefono (713) 465-8318.

PWSID#: TX1010148

Our Mission Continues

Once again, we are pleased to present our annual water quality report covering the period between January 1 and December 31, 2021. In a matter of only a few decades, drinking water has become exponentially safer and more reliable than at any other point in human history. Our exceptional staff continues to work hard every day—at all hours—to deliver the highest quality drinking water without interruption. Although the challenges ahead are many, we feel that by relentlessly investing in science, research and education, new treatment technologies, system upgrades, and training, the payoff will be a safe, high quality tap water delivered to you and your family.

Source Water Assessment

The Texas Commission on Environmental Quality, the state regulatory agency, completed an assessment of your source water, and the results indicate that some of your sources are susceptible to certain contaminants. The sampling requirements for your water system are based on this susceptibility and previous sampling data. Any detections of these contaminants may be found in this Consumer Confidence Report.

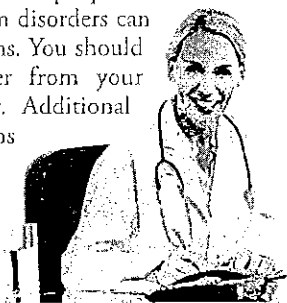
Further details about sources and source water assessments are available at Drinking Water Watch, dww2.tceq.texas.gov/DWW. If you would like a copy of our assessment, please feel free to contact our office during regular business hours at the number provided in this report.

Where Does My Water Come From?

Our drinking water comes from two sources. One source is groundwater drawn from the Evangeline Aquifer in Harris County. The other source is surface water received from the City of Houston. Combined, our treatment facilities provide roughly 1.3 billion gallons of clean drinking water every year.

Important Health Information

You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer; those who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care provider. Additional guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* are available from the Safe Drinking Water Hotline at (800) 426-4791.



What are PFAS?

Per- and polyfluoroalkyl substances (PFAS) are a group of manufactured chemicals used worldwide since the 1950s to make fluoropolymer coatings and products that resist heat, oily stains, grease, and water. During production and use, PFAS can migrate into the soil, water, and air. Most PFAS do not break down; they remain in the environment, ultimately finding their way into drinking water. Because of their widespread use and their persistence in the environment, PFAS are found all over the world at low levels. Some PFAS can build up in people and animals with repeated exposure over time.

The most commonly studied PFAS are perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS). PFOA and PFOS have been phased out of production and use in the United States, but other countries may still manufacture and use them.

Some products that may contain PFAS include:

- Some grease-resistant paper, fast food containers/wrappers, microwave popcorn bags, pizza boxes
- Nonstick cookware
- Stain-resistant coatings used on carpets, upholstery, and other fabrics
- Water-resistant clothing
- Personal care products (shampoo, dental floss) and cosmetics (nail polish, eye makeup)
- Cleaning products
- Paints, varnishes, and sealants

Even though recent efforts to remove PFAS have reduced the likelihood of exposure, some products may still contain them. If you have questions or concerns about products you use in your home, contact the Consumer Product Safety Commission at (800) 638-2772. For a more detailed discussion on PFAS, please visit atsdr.cdc.gov/pfas/index.html.

QUESTIONS?

For more information about this report, or for any questions relating to your drinking water, please call Customer Service at (713) 465-8318.

Substances That Could Be in Water

To ensure that tap water is safe to drink, the U.S. EPA prescribes regulations limiting the amount of certain contaminants in water provided by public water systems. U.S. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants does not necessarily indicate that the water poses a health risk.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it can acquire naturally occurring minerals, in some cases, radioactive material, and substances resulting from the presence of animals or from human activity. Substances that may be present in source water include:

Microbial Contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, or wildlife;

Inorganic Contaminants, such as salts and metals, which can be naturally occurring or may result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

Pesticides and Herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses;

Organic Chemical Contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and which may also come from gas stations, urban stormwater runoff, and septic systems;

Radioactive Contaminants, which can be naturally occurring or may be the result of oil and gas production and mining activities.

Contaminants may be found in drinking water that may cause taste, color, or odor problems. These types of problems are not necessarily causes for health concerns. For more information on taste, odor, or color of drinking water, please contact our business office. For more information about contaminants and potential health effects, call the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

Water Loss Audit

In the water loss audit submitted to the Texas Water Development Board during the year covered by this report, our system lost an estimated 144.5 million gallons of water. If you have any questions about the water loss audit, please call (713) 465-8318.

Safeguard Your Drinking Water

Protection of drinking water is everyone's responsibility. You can help protect your community's drinking water source in several ways:

- Eliminate excess use of lawn and garden fertilizers and pesticides – they contain hazardous chemicals that can reach your drinking water source.
- Pick up after your pets.
- If you have your own septic system, properly maintain it to reduce leaching to water sources, or consider connecting to a public water system.
- Dispose of chemicals properly; take used motor oil to a recycling center.
- Volunteer in your community. Find a watershed or wellhead protection organization in your community and volunteer to help. If there are no active groups, consider starting one. Use U.S. EPA's Adopt Your Watershed to locate groups in your community.
- Organize a storm drain stenciling project with others in your neighborhood. Stencil a message next to the street drain reminding people "Dump No Waste – Drains to River" or "Protect Your Water." Produce and distribute a flyer for households to remind residents that storm drains dump directly into your local water body.

Water Stress

Water stress occurs when the demand for water exceeds the amount available during a certain period or when poor water quality restricts its use. Water stress causes deterioration of freshwater resources in terms of quantity (aquifer overexploitation, dry rivers, etc.) and quality (eutrophication, organic matter pollution, saline intrusion, etc.).



According to the World Resources Institute (wri.org), the Middle East and North Africa remain the most water-stressed regions on Earth. However, several states in the western half of the U.S. are similarly experiencing extremely high levels of water stress from overuse. It is clear that even in countries with low overall water stress, individual communities may still be experiencing extremely stressed conditions. For example, South Africa and the United States rank #48 and #71 on WRI's list, respectively, yet the Western Cape (the state home to Cape Town) and New Mexico experience extremely high stress levels. There are undeniably worrying trends in water quality. But by taking action now and investing in better management, we can solve water issues before it's too late.

Test Results

Our water is monitored for many different kinds of substances on a very strict sampling schedule, and the water we deliver must meet specific health standards. Here, we only show those substances that were detected in our water (a complete list of all our analytical results is available upon request). Remember that detecting a substance does not mean the water is unsafe to drink; our goal is to keep all detects below their respective maximum allowed levels.

The state recommends monitoring for certain substances less than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data are included, along with the year in which the sample was taken.

The percentage of total organic carbon (TOC) removal was measured each month, and the system met all TOC removal requirements set.

REGULATED SUBSTANCES

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	MC (MRDL)	MCCLG (MRDLG)	AMOUNT DETECTED	PERCENT REMOVED	LOCATION
Arsenic (ppm)	2017	0.01	0	0.034	0.0034-0.0077	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production waste
Atrazine (ppb)	2021	3	3	0.15	0.15-0.15	Runoff from herbicide used on row crops
Barium (ppm)	2020	2	2	0.0601	0.0601-0.0601	Discharge of drilling waste; discharge from metal refineries; erosion of natural deposits
Chlorine (ppm)	2021	[4]	[4]	2.67	0.77-4.70	Water additive used to control microbes
Cyanide (ppm)	2021	200	200	0.09	0.09-0.15	Discharge from steel/metal factories; Discharge from plastic and fertilizer factories
Fluoride (ppm)	2020	4.0	4.0	0.21	0.02-0.22	Water additive which promotes strong teeth; erosion of natural deposits; discharge from fertilizer and aluminum factories
Halocetic Acids [HAA5]- Stage 1 (ppb)	2021	60	NA	23	12.9-38.5	By-product of drinking water disinfection
Nitrate (ppm)	2021	10	10	0.28	0.26-0.32	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Selenium (ppm)	2018	0.05	0.05	0.0046	0.0046-0.0046	Discharge from petroleum refineries; erosion of natural deposits; discharge from mines
Simazine (ppb)	2021	4	4	0.08	0.08-0.08	Herbicide runoff
THMs [total trihalomethanes]- Stage 1 (ppb)	2021	80	NA	28.9	19.9-40.7	By-product of drinking water disinfection
Turbidity ¹ (NTU)	2021	TT	NA	0.49	0.07-0.49	Soil runoff

Tap water samples were collected for lead and copper analyses from sample sites throughout the community.

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AL	MCCLG	AMOUNT DETECTED (BOTH SITES)	PERCENT REMOVED	LOCATION
Copper (ppm)	2020	1.3	1.3	0.2647	0/30	Corrosion of household plumbing systems; Erosion of natural deposits
Lead (ppb)	2020	15	0	4.9	0/30	Corrosion of household plumbing systems; Erosion of natural deposits

¹ Turbidity is a measure of the cloudiness of the water. It is monitored because it is a good indicator of water quality and the effectiveness of disinfectants.

Lead in Home Plumbing

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. This water supply is responsible for providing high-quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to two minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at (800) 426-4791 or epa.gov/safewater/lead.

Think Before You Flush!

Flushing unused or expired medicines can be harmful to your drinking water. Properly disposing of unused or expired medication helps protect you and the environment. Keep medications out of our waterways by disposing responsibly. To find a convenient drop-off location near you, please visit bit.ly/3leRyXy.

Community Participation

Public input concerning the water system can be made at regularly scheduled board meetings, generally held on the first Tuesday of each month at 7:00 p.m. at the Water Authority building, 8955 Gaylord Drive, Houston.



Definitions

AL (Action Level): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

MCL (Maximum Contaminant Level): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MRDL (Maximum Residual Disinfectant Level): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MRDLG (Maximum Residual Disinfectant Level Goal): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA: Not applicable.

NTU (Nephelometric Turbidity Units): Measurement of the clarity, or turbidity, of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

ppb (parts per billion): One part substance per billion parts water (or micrograms per liter).

ppm (parts per million): One part substance per million parts water (or milligrams per liter).

TT (Treatment Technique): A required process intended to reduce the level of a contaminant in drinking water.

Exhibit F

STATE OF TEXAS §
 §
COUNTY OF Harris §

INTERLOCAL AGREEMENT

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

WITNESSETH:

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

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

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

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

WHEREAS, the education of elementary and intermediate students in the District's Water Conservation Education Program has been tested in area schools; and

WHEREAS, the plumbing retrofit devices used as part of the elementary and intermediate school education program have been tested in the Harris County Municipal Utility District No. 55,

jointly sponsored by that district, the Texas Water Development Board, and the Subsidence District, and have demonstrated an average savings of 1,400 gallons of water per month per kit utilized and properly installed; and

WHEREAS, the Sponsor is also dedicated to conserving water supplies and providing outstanding service to their customers and taxpayers; and

WHEREAS, the governing bodies of the Subsidence District and the Sponsor have duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to Chapter 791, Tex. Gov. Code, the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

I.

PROGRAM ADMINISTRATION

1.01 The Subsidence District will coordinate the Program by establishing and maintaining programs designed to achieve reductions in water demand in municipal, industrial, commercial, educational, agricultural, recreational, and household use. In-school water conservation education programs may include:

- (A) providing school curriculum and home retrofit kits, including the teacher's guide, teaching aids, internet supporting materials, and web-based applications, to area schools.
- (B) providing training to teachers and all support functions such as slide presentations, video presentations, publications, and program outlines;
- (C) conducting an evaluation of the program, collecting and analyzing voluntarily provided evaluation forms from teachers, students, administrators, and parents, and provide the evaluation results to the Sponsor; and
- (D) providing information related to other water conservation program objectives and initiatives.

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

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

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

II.

PAYMENT

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

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

2.03 Upon renewal of this Agreement, the Sponsor may seek to adjust the number of sponsorships by providing a written request to the Subsidence District.

2.04 The Sponsor warrants that funds to support this program have been budgeted for the current

fiscal year and will continue to be budgeted each year this Agreement is renewed.

2.05 This cost represents the sole monetary obligation of the Sponsor in exchange for and in consideration of the Subsidence District's obligations hereunder.

III.

TERM AND TERMINATION

3.01 The term of this Agreement shall be from the effective date hereof until termination by non-renewal by the Sponsor or termination of the program by the Subsidence District. This Agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

~~**3.02** The Certificates of Deposit in the Groundwater Bank shall be transferred to the custody of the Sponsor upon receipt of payment from Sponsor, and shall be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.~~

IV.

MISCELLANEOUS

4.01 Subsidence District is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Subsidence District in such capacity. The Sponsor will have no control or supervisory powers as to the detailed manner or method of the Subsidence District's performance of the subject matter of this Agreement. All personnel supplied or used by the Subsidence District shall be deemed employees or subcontractors of the Subsidence District and will not be considered employees, agents or subcontractors of the Sponsor for any purpose whatsoever.

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

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

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

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

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

SPONSOR

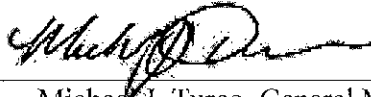
By: _____ (Title)

ATTEST:

By: _____
(Title)

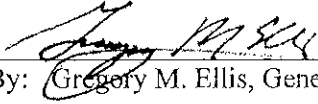
Date: _____

HARRIS-GALVESTON SUBSIDENCE DISTRICT



By: Michael J. Turco, General Manager

ATTEST:



By: Gregory M. Ellis, General Counsel

Exhibit G

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DISCHARGE MONITORING REPORT

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

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

TX 0047457
PERMIT NUMBER

011 A
DISCHARGE NUMBER

F - FINAL
MAJOR

MONITORING PERIOD
YEAR/MO/DAY
22/0/01 TO 22/05/31

*** NO DISCHARGE

PARAMETER	SAMPLE MEASUREMENT PERMIT REQUIREMENT	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE *****	MAXIMUM *****	UNITS	MINIMUM	AVERAGE *****	MAXIMUM *****			
OXYGEN, DISSOLVED (DO)	MEASUREMENT PERMIT REQUIREMENT	*****	*****	****	7.20	*****	*****	0	2 / WEEK	GRAB
EFFLUENT GROSS VALUE	MEASUREMENT PERMIT REQUIREMENT	*****	*****	*****	MINIMUM	*****	*****	0	2 / WEEK	GRAB
PH	MEASUREMENT PERMIT REQUIREMENT	*****	*****	*****	7.0	*****	7.5	0	2 / WEEK	GRAB
EFFLUENT GROSS VALUE	MEASUREMENT PERMIT REQUIREMENT	*****	*****	*****	MINIMUM	*****	*****	0	2 / WEEK	GRAB
SOLIDS, TOTAL	MEASUREMENT PERMIT REQUIREMENT	*****	*****	(26)	*****	*****	*****	0	2 / WEEK	COMP-6
SUSPENDED	MEASUREMENT PERMIT REQUIREMENT	24.26	*****	LBS/DAY	*****	2.23	4.70	0	2 / WEEK	COMP-6
EFFLUENT GROSS VALUE	MEASUREMENT PERMIT REQUIREMENT	30 DA AVG	*****	(26)	*****	DAILY AVG	DAILY MAX	0	2 / WEEK	COMP-6
NITROGEN, AMMONIA TOTAL (AS N)	MEASUREMENT PERMIT REQUIREMENT	5.27	*****	(26)	*****	0.43	1.40	0	2 / WEEK	COMP-6
EFFLUENT GROSS VALUE	MEASUREMENT PERMIT REQUIREMENT	30 DA AVG	*****	LBS/DAY	*****	DAILY AVG	DAILY MAX	0	2 / WEEK	COMP-6
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	MEASUREMENT PERMIT REQUIREMENT	1.256	2.016	(03)	*****	*****	*****	0	CONT	METER TOTAL
EFFLUENT GROSS VALUE	MEASUREMENT PERMIT REQUIREMENT	REPORT DAILY AVG	REPORT DAILY MAX	MGD	*****	*****	*****	0	CONTIN DOUS	TOTALZ
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	MEASUREMENT PERMIT REQUIREMENT	*****	2.892	(78)	*****	*****	*****	0	CONT	METER TOTAL
EFFLUENT GROSS VALUE	MEASUREMENT PERMIT REQUIREMENT	REPORT DAILY AVG	REPORT DAILY MAX	GPM	*****	*****	*****	0	CONTIN DOUS	TOTALZ
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	MEASUREMENT PERMIT REQUIREMENT	1.434	*****	(03)	*****	*****	*****	0	CONT	METER TOTAL
EFFLUENT GROSS VALUE	MEASUREMENT PERMIT REQUIREMENT	ANNE AVG	*****	MGD	*****	*****	*****	0	CONTIN DOUS	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

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

YEAR/MO/DAY
 22/0/01 TO 22/05/31

*** NO DISCHARGE ***

PARAMETER	SAMPLE MEASUREMENT	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX OF ANALYSIS	FREQUENCY	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM			
CHLORINE, TOTAL RESIDUAL 50060 B 0 0 PRIOR TO DISINFECT	MEASUREMENT	*****	*****		*****	*****	0.09	0	8/PER DAY	GRAB
	PERMIT REQUIREMENT			****			INST. MAX		DAILY	GRAB
	MEASUREMENT	*****	*****		1.31	*****	*****	0	8/PER DAY	GRAB
CHLORINE, TOTAL RESIDUAL 50060 P 0 0 SEE COMMENTS BELOW E.coli	MEASUREMENT	*****	*****	****					DAILY	GRAB
	PERMIT REQUIREMENT			****					DAILY	GRAB
	MEASUREMENT	*****	*****			4.41	19.00	0	2 / WEEK	GRAB
BOD, CARBONACEOUS 05 DAY, 20 C 80082 1 0 0 EFFLUENT GROSS VALUE	MEASUREMENT	54.05	*****	(26)		DAILY AVG	DAILY MAX		2 / WEEK	COMP - 6
	PERMIT REQUIREMENT	30-DAY AVG				DAILY AVG	DAILY MAX		TWICE / WEEK	COMP - 6
	MEASUREMENT			LBS/DAY						
	MEASUREMENT									
	PERMIT REQUIREMENT									
	MEASUREMENT									
	MEASUREMENT									
	PERMIT REQUIREMENT									
	MEASUREMENT									
	MEASUREMENT									
	PERMIT REQUIREMENT									
	MEASUREMENT									

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

Exhibit H

MEMORIAL VILLAGES
WATER AUTHORITY

WASTE WATER TREATMENT FACILITY
MONTHLY OPERATING REPORT

FOR : May ,2022
PERMIT # TX-0047457

DATE	TIME	TREATMENT FACILITY QUANTITY & QUALITY RESULTS										RAW INFLUENT				RAIN TOTAL INCHES
		TREATED MGD	CBOD mg/l	TSS mg/l	NH3-N mg/l	PH units	CL2 min	CL2 lbs	D.O. min	DE-CL2 max	e-coli GeoMean	BOD mg/l	NH3N mg/l	TSS mg/l	VSS mg/l	
1	08:00	1.107000					1.62	120		0.02						
2	07:00	1.056000					1.37	120		0.04						
3	07:00	1.340000	12.60	2.70	0.30	7.20	1.69	140	7.80	0.04	0.30	172.0	33.5	150.0	140.0	
4	07:00	1.328000					1.31	140		0.05						
5	07:00	1.310000	2.00	1.80	1.40	7.00	2.85	120	8.10	0.04	0.30	135.0	34.8	220.0	194.0	
6	07:00	1.541000					1.96	190		0.04						0.44
7	08:00	1.739000					2.8	130		0.04						
8	08:00	0.767000					3.2	70		0.02						
9	07:00	1.044000					1.88	220		0.03						
10	07:00	1.357000	8.10	3.00	0.30	7.20	1.43	160	7.50	0.06	0.60	281.0	39.5	453.0	367.0	
11	07:00	1.267000					1.86	160		0.08						
12	07:00	1.232000	2.00	2.30	0.10	7.00	1.88	160	7.30	0.05	0.60	124.0	33.1	164.0	140.0	
13	07:00	1.205000					1.67	120		0.05						
14	08:00	1.257000					1.96	130		0.03						
15	08:00	1.014000					3.74	110		0.03						
16	07:00	0.932000					2.24	100		0.03						
17	07:00	1.270000	3.20	1.40	0.10	7.50	2.62	140	7.90	0.04	0.30	117.0	27.0	174.0	156.0	
18	07:00	1.221000					2.02	140		0.05						
19	07:00	1.194000	4.20	1.40	0.10	7.30	3.25	140	7.20	0.09	1.11	111.0	27.4	90.0	86.0	
20	07:00	1.216000					2.62	140		0.04						
21	08:00	1.293000					3.43	140		0.04						
22	08:00	1.186000					5.83	140		0.07						
23	07:00	2.018000					2.53	210		0.06						1.03
24	07:00	1.296000	5.20	4.70	0.20	7.10	2.75	130	7.60	0.04	1.00	165.0	33	222.0	176.0	
25	07:00	1.842000					2.72	180		0.08						0.17
26	07:00	1.787000	2.90	1.40	1.30	7.30	3.12	160	7.20	0.05	0.30	119.0	20.4	118.0	108.0	0.98
27	07:00	1.172000					1.51	130		0.09						
28	08:00	1.212000					2.67	100		0.02						
29	08:00	0.900000					3.62	80		0.03						
30	08:00	0.881000					4.18	100		0.02						
31	07:00	0.950000	4.60	1.60	0.10	7.30	1.52	80	8.10	0.03	1.28	97.1	29.2	232.0	192.0	
TOTAL		38.932	44.80	20.10	3.90	64.90	77.65	4180.0	68.70	1.40	5.80	1321.1	277.7	1823.0	1559.0	2.67
AVERAGE		1.256	4.98	2.23	0.43	7.21	2.50	135	7.63	0.05	4.41	146.8	30.9	202.6	173.2	0.87
MAXIMUM		2.016	12.60	4.70	1.40	7.50	5.83	220	8.10	0.09	1.28	281.0	39.5	453.0	367.0	1.03
MINIMUM		0.767	2.00	1.40	0.10	7.00	1.31	70.00	7.20	0.02	0.30	97.10	20.40	90.00	86.00	0.17

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 (254)	15	25	35	2/wk	Comp.
TSS	15 (382)	25	40	60	2/wk	Comp.
NH3N						
April - October	2 (51)	6	10	15	2/wk	Comp.
November - March	3 (76)	7	10	15	2/wk	Comp.
E.coli bacteria colonies per 100 ml	63 (N/A)	N/A	197	NA	1/wk	Grab
Chlorine Residual	Min. 1.0 mg/l before 20 min detention		Max. 0.1 mg/l after dechlorination		1/Day	Grab
Dissolved Oxygen	Min. 6.0 mg/l April - October		Min. 4.0 mg/l November - March		2/wk	Grab
pH	Min. 6.0 mg/l		Max. 9.0 mg/l		1/wk	Grab

CHIEF OPERATOR

Noe Martinez Jr.

GEN. MANAGER

Trey Cantu
Trey Cantu

Memorial Villages W A
Monthly Tax Office Report
June 30, 2022

Exhibit I

Prepared by: Christine A. Porter, Interim Tax Assessor/Collector

A. Current Taxable Value

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

	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Original Levy 0.026369	\$ -	\$ -	\$ -
Carryover Balance	-	74,247.21	74,247.21
Adjustments	-	(2,369.39)	(2,369.39)
Adjusted Levy	-	71,877.82	71,877.82
Less Collections Y-T-D	-	11,756.45	11,756.45
Receivable Balance	\$ -	\$ 60,121.37	\$ 60,121.37

C. COLLECTION RECAP:

Current Month:	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Base Tax	\$ -	\$ 3,612.95	\$ 3,612.95
Penalty & Interest	-	451.50	451.50
Attorney Fees	-	12.07	12.07
Other Fees	-	7.00	7.00
Total Collections	\$ -	\$ 4,083.52	\$ 4,083.52

Year-To-Date:	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Base Tax:	\$ -	\$ 11,756.45	\$ 11,756.45
Penalty & Interest	-	699.15	699.15
Attorney Fees	-	21.07	21.07
Other Fees	-	49.92	49.92
Total Collections	\$ -	\$ 12,526.59	\$ 12,526.59

Percent of Adjusted Levy	#DIV/0!	#DIV/0!
--------------------------	---------	---------

MONTHLY TAX OFFICE REPORT

Tax A/R Summary by Year

June 30, 2022

YEAR	BEGINNING BALANCE AS OF 04/30/2022	ADJUSTMENTS	COLLECTIONS	RECEIVABLE BALANCE AS OF 06/30/2022
21	\$ 39,586.41	\$ (2,881.60)	\$ 12,113.30	\$ 24,591.51
20	7,195.87	107.26	(288.10)	7,591.23
19	5,943.71	(86.45)	(70.17)	5,927.43
18	3,839.05	491.40	1.14	4,329.31
17	2,844.31	-	0.28	2,844.03
16	2,660.26	-	-	2,660.26
15	2,363.12	-	-	2,363.12
14	2,922.38	-	-	2,922.38
13	1,290.83	-	-	1,290.83
12	1,472.59	-	-	1,472.59
11	1,271.21	-	-	1,271.21
10	452.12	-	-	452.12
09	456.30	-	-	456.30
08	567.86	-	-	567.86
07	596.03	-	-	596.03
06	444.01	-	-	444.01
05	295.39	-	-	295.39
04	18.15	-	-	18.15
03	13.37	-	-	13.37
02	14.24	-	-	14.24
	<u>\$ 44,883.56</u>	<u>\$ (2,369.39)</u>	<u>\$ 11,756.45</u>	<u>\$ 60,121.37</u>

MEMORIAL VILLAGES WATER AUTHORITY
FUND BALANCES - INVESTMENT AND BANK ACCOUNTS

Exhibit J

7/7/2022

BANK ACCOUNTS

ACCT. NO.	MVWA FUND NAME	DEPOSITORY	TYPE OF FUND	ACCOUNT VALUE
3542466374	CHECKING - PF	WELLS FARGO	CHECKING	\$60,477.28
3542466382	CHECKING - PF PLUS	WELLS FARGO	INT. CHECKING	\$2,135,000.19
1004246383	BUSINESS OPERATING	ALLEGIANCE BANK	DEPOSIT/CHECKING	\$985,542.00
1004246409	BUSINESS CHECKING	ALLEGIANCE BANK	CHECKING	\$0.00

TOTAL VALUE **\$3,181,019.47**

PLEGDED SECURITIES, PAR VALUE, ABOVE FDIC COVERAGE

\$3,654,439.07

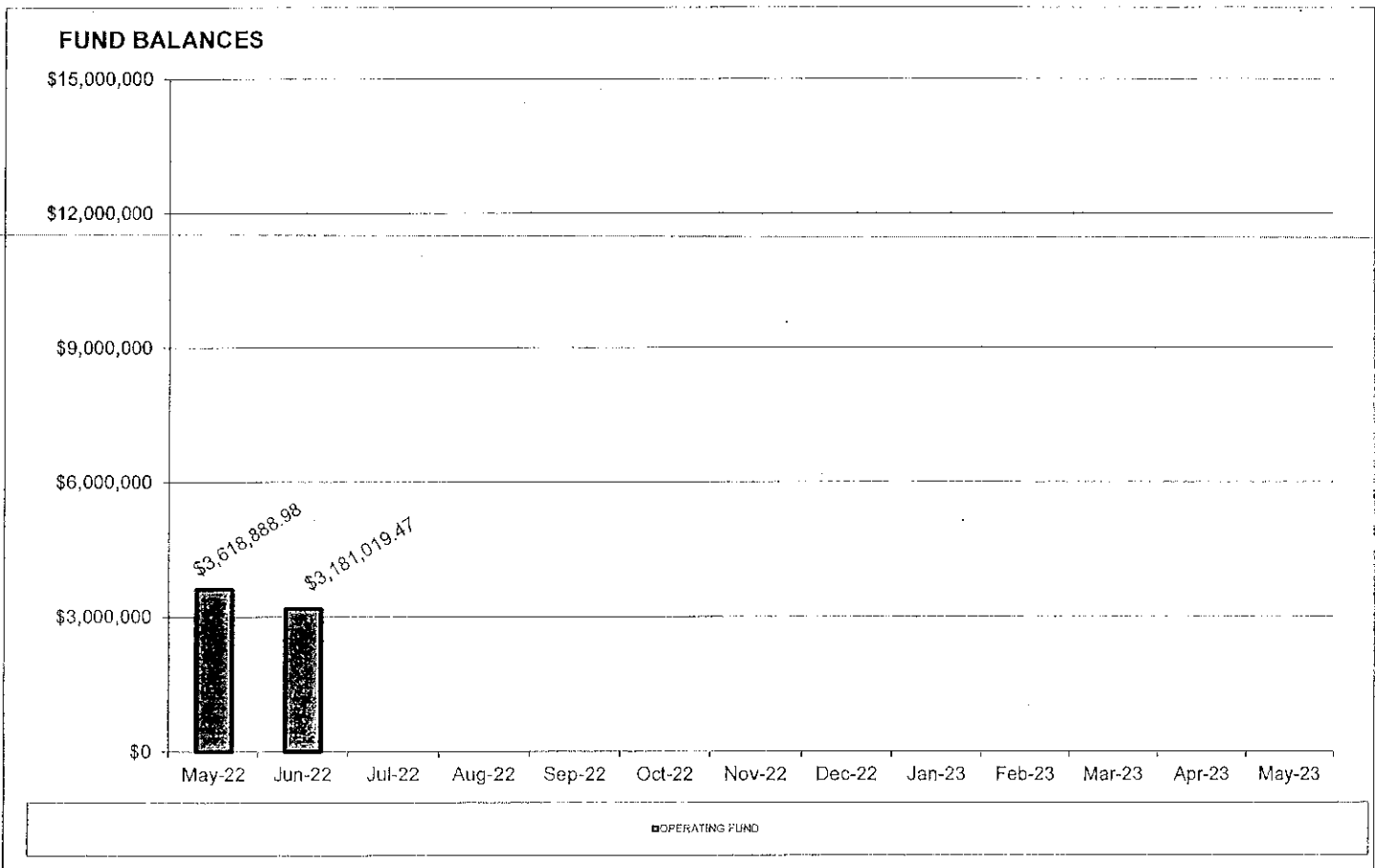
MVWA FUND NAME

TOTAL FUND VALUE

OPERATING FUND

TOTAL VALUE

\$3,181,019.47



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
Trey Cantu, General Manager

Memorial Villages Water Authority
Check Register
For the Period From Jun 7, 2022 to Jun 7, 2022

Exhibit K

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
6192	6/7/22	9090 GAYLORD LTD	01-00-1014	51.96
6193	6/7/22	A & H MANAGEMEN	01-00-1014	54.00
6194	6/7/22	AVR INC	01-00-1014	2,722.64
6195	6/7/22	BIO-AQUATIC TESTI	01-00-1014	695.00
6196	6/7/22	BLUE IRON TECHN	01-00-1014	6,927.85
6197	6/7/22	VOID	01-00-1014	
6198	6/7/22	CAVALLO ENERGY	01-00-1014	2,086.37
6199	6/7/22	CHLORINATOR MAI	01-00-1014	1,020.00
6200	6/7/22	CINTAS	01-00-1014	617.63
6201	6/7/22	COWBOY TRUCKIN	01-00-1014	155.00
6202	6/7/22	DEZEEUW BASTIAA	01-00-1014	9.92
6203	6/7/22	DXI INDUSTRIES, IN	01-00-1014	3,736.00
6204	6/7/22	EFSTATION ELNI	01-00-1014	20.90
6205	6/7/22	EVA L. MIRELES	01-00-1014	543.00
6206	6/7/22	H.G.S.D.	01-00-1014	26,866.00
6207	6/7/22	HOME DEPOT CRE	01-00-1014	639.09
6208	6/7/22	JORDEN'S	01-00-1014	198.00
6209	6/7/22	LANGFORD ENGINE	01-00-1014	72,798.82
6210	6/7/22	LEON W. LEVANDO	01-00-1014	500.00
6211	6/7/22	NEIL TECHNICAL S	01-00-1014	1,528.00
6212	6/7/22	NORTON ROSE FUL	01-00-1014	9,848.33
6213	6/7/22	PURIFY	01-00-1014	2,470.50
6214	6/7/22	QUILL CORPORATI	01-00-1014	625.81
6215	6/7/22	TEXAS EXCAVATIO	01-00-1014	260.30
6216	6/7/22	TEXAS PRIDE DISP	01-00-1014	78.22
6217	6/7/22	TREY CANTU	01-00-1014	575.00
6218	6/7/22	TX CHILD SUPPORT	01-00-1014	252.00
6219	6/7/22	USA BLUE BOOK	01-00-1014	38.19
6220	6/7/22	VERIZON WIRELES	01-00-1014	2,741.86
6221	6/7/22	VILLAGES MUTUAL	01-00-1014	32,514.40
6222	6/7/22	WM CORPORATE S	01-00-1014	8,891.51
6223	6/7/22	WATER UTILITY SE	01-00-1014	2,733.50
6224	6/7/22	WHARTON-SMITH, I	01-00-1014	24,848.10

Memorial Villages Water Authority
Check Register
For the Period From Jun 7, 2022 to Jun 7, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
6225	6/7/22	WRIGHT SOLUTION	01-00-1014	7,317.50
Total				214,365.4

Memorial Villages Water Authority
Check Register
For Checks Dated June 7, 2022

Check #	Date	Payee	Amount	Invoice Date	Invoice/CM #	Description	Amount Paid
6192	6/7/22	9090 GAYLORD LTD.	51.96	5/31/22	1010102504	METER DEP REFUND #3247 \$400.848.04 9090 GAYLORD	51.96
6193	6/7/22	A & H MANAGEMENT, LLC	54.00	5/31/22	2010086003	METER DEP. REFUND #2923 \$100.-46.00 8433 KATY FRWY	54.00
6194	6/7/22	AVR INC	2,722.64	5/19/22	037256	MAY 2022 UTILITY BILLING	2,722.64
6196	6/7/22	BIO-AQUATIC TESTING, INC.	696.00	5/23/22	00060433	BIO-MONITORING @ WWTP	696.00
6198	6/7/22	BLUE IRON TECHNOLOGIES	6,927.85	5/24/22	314053	RACK MOUNT UPS	1,289.88
				5/31/22	314127	MAY 2022 BACK UP CONNECTIVITY ISSUE RC-SERVER RESTART/ SOFTWARE UPDATES, HARDWARE ISSUES, POLYCOM PHONES REMOTE SERVICE ETC	1,801.17
6197	6/7/22	VOID		5/31/22	314148		3,838.70
6198	6/7/22	CAVALLO ENERGY TEXAS LLC	2,086.37	5/31/22	221460017472974	ELECTRIC SERVICE-GAYLORD OFFICE/ GAYLORD WATER PLANT	2,086.37
6199	6/7/22	CHLORINATOR MAINT. CO., INC.	1,020.00	5/24/22	42430	3-PUMP HEADS FOR LAS-WELLS	1,020.00
6200	6/7/22	CINTAS	617.83	5/31/22	per attached	UNIFORM SERVICE WATER PLANTS & WWTP	617.83
6201	6/7/22	COWBOY TRUCKING, INC.	155.00	5/20/22	22-298300	1-PALLET GRASS	155.00
6202	6/7/22	DEZEEUW BASTIAAN	8.92	5/31/22	2010137002	METER DEP #4032 \$100.00-90.08 8419 HUNTERS CREEK	8.92
6203	6/7/22	DXI INDUSTRIES, INC.	3,736.00	5/26/22	055009244-22	2-1 TON CYL. CHLORINE WWTP	3,736.00
6204	6/7/22	EFSTATION ELNI	20.90	5/31/22	1080043013	METER DEP REFUND #7788 \$70.-49.10 19 WINDERMERE	20.90
6205	6/7/22	EVA L. MIRELES	543.00	5/26/22	THRU 6/2/22	MILEAGE EXP 5/23-6/2/22	468.00
				6/1/22	JUNE 2022	PHONE REIMBURSEMENT JUNE 2022	75.00
6206	6/7/22	H.O.S.D.	28,866.00	6/1/22	326392	707 STUDENT SPONSORSHIP @ \$38.00 PER KIT OIL FOR WELLS	28,866.00
6207	6/7/22	HOME DEPOT CREDIT SERVICES	639.09	5/5/22	0062672620720	HAND PUMPS, PROPONE CYL., TAPE, PURPLE PRIMER, ETC ALL WATER DIST.	374.45
				5/18/22	0180839061166	WEED BLOCKER FOR STONES @ GAYLORD FLAG POLE	30.25
				5/22/22	0033603061179	WATER COOLER & ICE MAKER FILTER REFILL & CLEANING SUPPLIES	231.39
6208	6/7/22	JORDEN'S	198.00	5/24/22	1-41933-1	REPAIRS TO AC @ 435 PINEY PT.	198.00
6209	6/7/22	LANGFORD ENGINEERING	72,798.82	4/26/22	25205	PROFESSIONAL FEES, WEEKLY PROJECT MEETINGS, BOARD MEETING, ETC	1,603.58
				4/28/22	25204	MAP UPDATES	1,436.58
				4/29/22	25202	GSTIMP @ PINEY PT.	493.64
				4/29/22	25201	CIP UPDATES PROFESSIONAL FEES	31.23
				4/29/22	25203	WELL #6 EMERGENCY REPAIRS	1,381.83
				4/29/22	25206	GAYLORD WATER PLANT IMPROVEMENTS.	500.00
6210	6/7/22	LEON W. LEVANDOWSKI, JR.	500.00	6/1/22	JUNE 2022	VEHICLE REIMBURSEMENT JUNE 2022	67,851.96
6211	6/7/22	NEIL TECHNICAL SERVICES, CORP.	1,628.00	5/13/22	110258	GAYLORD WP RE-ROUTE CONTROL WIRES TO NEW C&C WELL MOTOR HEATERS	632.00
				5/13/22	110311	WWTP INVESTIGATE POWER SUPPLY FOR BLOWER #3 SOFT START	896.00
6212	6/7/22	NORTON ROSE FULBRIGHT US LLP	9,848.33	5/24/22	9495360196	LEGAL FEES & SERVICES TO MAY 24, 2022	9,848.33
6213	6/7/22	PURIFY	2,470.50	5/26/22	141296733651	1000 GALS OF DECHLOR	2,470.50
6214	6/7/22	QUILL CORPORATION	626.81	5/17/22	25200481	HIGH LIGHTERS & MULTI FOLD TOWELS - OFFICE	86.77
				5/18/22	25232007	PAPER TOWELS FOR SHOP	71.98
				5/19/22	25257623	COPY PAPER	118.99
				5/24/22	25346998	HOT CUPS	70.39
				5/24/22	25403878	OFFICE & CLEANING SUPPLIES	220.12
				5/26/22	25387656	OFFICE CLEANING SUPPLIES	56.96
6215	6/7/22	TEXAS EXCAVATION	260.30	5/31/22	22-09467	TEXAS 811 MAY 2022 MESSAGE FEES	260.30
6216	6/7/22	TEXAS PRIDE DISPOSAL	78.22	5/19/22	000935313	GAYLORD TRASH DISPOSAL	78.22
6217	6/7/22	TREY CANTU	575.00	6/1/22	JUNE 2022	JUNE 2022 VEHICLE REIMBURSEMENT	500.00
				6/1/22	6/22	CELL PHONE REIMBURSEMENT JUNE 2022	75.00
6218	6/7/22	TX CHILD SUPPORT SDU	252.00	5/5/22	JUNE 6, 2022	CHRISTOPHER MICHEAL SIMIEN REMIT # 0013881785201931665	252.00
6219	6/7/22	USA BLUE BOOK	38.19	5/19/22	970591	WASH BOTTLES 125-ML	38.19
6220	6/7/22	VERIZON WIRELESS	2,741.86	5/26/22	9907356544	SMARTPHONES FOR WATER PLANT EMPLOYEES	2,741.86
6221	6/7/22	VILLAGES MUTUAL INS. COOPERATI	32,514.40	6/1/22	JUNE 2022	EMPLOYEE MEDICAL, DENTAL, VISION & LIFE INS. JUNE 2022	32,514.40
6222	6/7/22	WM CORPORATE SERVICES, INC	8,891.51	5/16/22	4414692-0011-3	SLUDGE DISPOSAL 5/1-15/22-WWTP	8,891.51
6223	6/7/22	WATER UTILITY SERVICES, INC.	2,733.50	5/23/22	71202	LAS FOR GAYLORD, PINEY PT. & CREEKSIDE WELLS	2,733.50
6224	6/7/22	WHARTON-SMITH, INC.	24,848.10	5/25/22	EST #12 032-117	GAYLORD WATER PLANT IMPROVEMENTS EST #12	24,848.10
6225	6/7/22	WRIGHT SOLUTIONS	7,317.50	5/17/22	31481	GAYLORD WELL #1 VALVE REPAIRED	7,317.50
Total			214,365.40				214,365.40

Memorial Villages Water Authority

General Journal

For the Period From May 1, 2022 to May 31, 2022

Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero

Date	Account ID	Reference Trans Description	Debit Amt	Credit Amt
ACTUAL COMCAST PAYMENTS MADE IN MAY 2022				
5/27/22	01-01-6128	MONTHL COMCAST WP EQUIP, MOBILITY SERV. VOICE & LINES		
5/27/22	01-03-6128	MONTHL COMCAST WWTP EQUIP, MOBILITY SERV. VOICE & LINES	1,172.52	
5/27/22	01-04-6128	MONTHL COMCAST LIFT STA EQUIP, MOBILITY SERV. VOICE & LINES	385.39	
5/27/22	01-00-1015	MONTHL COMCAST EQUIP, MOBILITY SERV. VOICE & LINES	337.29	
5/27/22	01-07-6128	MONTHL COMCAST-GAYLORD OFFICE, INTERNET, VOICE, EQUIP, MOBILITY & SMART OFFICE		1,895.20
5/27/22	01-00-1015	MONTHL COMCAST-GAYLORD OFFICE, INTERNET, VOICE, EQUIP, MOBILITY & SMART OFFICE	786.57	
5/27/22	01-01-6128	MONTHL COMCAST-435 P.P. EQUIP., INTERNET, VOICE & MOBILITY	234.35	
5/27/22	01-00-1015	MONTHL COMCAST-435 P.P. EQUIP., INTERNET, VOICE & MOBILITY		234.35
5/27/22	01-03-6128	MONTHL COMCAST-WWTP-INTERNET, VOICE, EQUIP, & MOBILITY	51.04	
5/27/22	01-00-1015	MONTHL COMCAST-WWTP-INTERNET, VOICE, EQUIP, & MOBILITY		51.04
Total			2,967.16	2,967.16

**ESTIMATED EFT PAYMENTS
FOR MAY 2022**

COMCAST EQUIP., WELLS, W.W.T.F. & LIFT STA.	\$1,900.00
COMCAST BUSINESS CABLE, VOICE, & INTERNET-GAYLORD	\$ 800.00
COMCAST - 435 PINEY PT.	\$ 250.00
COMCAST - W.W.T.F.	<u>\$ 55.00</u>
TOTAL	<u>\$ 3,005.00</u>

**ACTUAL ELECTRONIC PAYMENTS
MADE IN MAY 2022**

05/05/20225	COMCAST EQUIP., WELLS, WWTF, & LIFT STA.	\$1,895.20
5/16/2022	COMCAST BUSINESS CABLE, VOICE & INTERNET-GAYLORD	786.57
5/18/2022	COMCAST-435 PINEY POINT	234.35
5/22/2022	COMCAST-W.W.T.F.	<u>51.04</u>
		<u>\$2,967.16</u>

ESTIMATED EFT PAYMENTS
FOR JUNE 2022

COMCAST EQUIP., WELLS, W.W.T.F. & LIFT STA.	\$1,900.00
COMCAST BUSINESS CABLE, VOICE, & INTERNET-GAYLORD	\$ 800.00
COMCAST - 435 PINEY PT.	\$ 250.00
COMCAST - W.W.T.F.	<u>\$ 55.00</u>
TOTAL	\$3,005.00

Memorial Villages Water Authority
General Journal
For the Period From Jun 1, 2022 to Jun 30, 2022

Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero

Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
6/1/22	01-07-8247	MONTHLY JE	MUTUAL AM 401 5/8 PAYRL	4,798.08	
6/1/22	01-07-8247	MONTHLY JE	MUTUAL AM 401 5/22 PAYRL	4,838.09	
6/1/22	01-00-1015	MONTHLY JE	MUTUAL AM 401 PLAN MAY 2022 PAYRL 6/1 W/T		9,636.17
6/8/22	01-00-2230	MONTHLY JE	FED. W/H EFTP 6/5 PAYRL REF #14153115 6/8	6,433.82	
6/8/22	01-00-2210	MONTHLY JE	SS/MEDICARE W/H EFTP 6/5 PAYRL REF #14153115 6/8	8,068.42	
6/8/22	01-00-1012	MONTHLY JE	FED./SS/MEDICARE W/H EFTP 6/5 PAYRL REF #14153115 6/8		14,502.24
Total				24,138.41	24,138.41

Memorial Villages Water Authority
Check Register

For the Period From Jun 7, 2022 to Jun 7, 2022

Filter Criteria Includes: 1) Check Numbers from 1216 to 1216, Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1216	6/7/22	MVWA-BUSINESS CHECKING PF	01-00-1015	255,000.00
Total				255,000.00

Randolph Dwyer 6/7/2022

Caf. M. 6-7-2022

John A. B. 6/7/22

**Memorial Villages Water Authority
Check Register**

For the Period From Jun 20, 2022 to Jun 20, 2022

Filter Criteria Includes: 1) Check Numbers from 6226 to 6245. Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
6226	6/20/22	AVR INC	01-00-1014	1,457.70
6227	6/20/22	C & C WATER SERVICES	01-00-1014	42,803.50
6228	6/20/22	CAVALLO ENERGY TEXAS LLC	01-00-1014	28,521.87
6229	6/20/22	CENTERPOINT ENERGY	01-00-1014	151.40
6230	6/20/22	CITY OF HOUSTON HEALTH DEPT.	01-00-1014	280.50
6231	6/20/22	CORE & MAIN LP	01-00-1014	14,956.58
6232	6/20/22	DXI INDUSTRIES, INC.	01-00-1014	1,880.05
6233	6/20/22	EASTEX ENVIRONMENTAL LABORATORY	01-00-1014	1,927.00
6234	6/20/22	EVA L. MIRELES	01-00-1014	234.00
6235	6/20/22	WEX BANK	01-00-1014	2,491.89
6236	6/20/22	GRAINGER	01-00-1014	1,053.26
6237	6/20/22	HEALTHINVEST HRA	01-00-1014	69.60
6238	6/20/22	KATHLEEN PARSONS, CUSTODIAN	01-00-1014	213.15
6239	6/20/22	LANGFORD ENGINEERING	01-00-1014	62,367.48
6240	6/20/22	POLYDYNE, INC.	01-00-1014	2,970.00
6241	6/20/22	SUN COAST RESOURCES, INC.	01-00-1014	1,371.10
6242	6/20/22	TEXAS WATER UTILITIES ASSOC	01-00-1014	90.00
6243	6/20/22	TREY CANTU	01-00-1014	585.34
6244	6/20/22	TX CHILD SUPPORT SDU	01-00-1014	252.00
6245	6/20/22	WM CORPORATE SERVICES, INC	01-00-1014	14,493.34
Total				178,169.76

Memorial Villages Water Authority

Check Register

For Checks Dated 06/20/2022

Check #	Date	Payee	Amount	Invoice Date	Invoice/CM #	Description	Amount Paid
6225	6/20/22	AVR INC.	1,457.70	5/31/22	037543	UTILITY BILLING SOFTWARE MAY 2022	1,457.70
6227	6/20/22	C & C WATER SERVICES	42,803.50	5/31/22	EST #3 & FINAL	EMERGENCY REPAIRS TO WELL #6	42,803.50
6228	6/20/22	CAVALLO ENERGY TEXAS LLC	28,521.87	5/31/22	5/9-6/8/22	ELECTRIC USAGE MAY 2022	28,521.87
6229	6/20/22	CENTERPOINT ENERGY	151.40	5/31/22	5/6-5/7/22	GAS USAGE	151.40
6230	6/20/22	CITY OF HOUSTON HEALTH DEPT.	280.50	5/23/22	90025670	WATER SAMPLES 5/2-23/22	280.50
6231	6/20/22	CORE & MAIN LP	14,956.58	5/27/22	0626366	STRAPS & BALL CORP WATER DIST REPAIRS	14,956.58
6232	6/20/22	DXI INDUSTRIES, INC.	1,880.05	5/23/22	0822140	MATERIALS FOR REPAIRS & MAINT PER P.O. 46522 STILL O/S ITEMS	1,880.05
6233	6/20/22	EASTEX ENVIRONMENTAL LABORATORY	1,927.00	5/31/22	DE05004947-22	10-150# CYL CHLORINE 435 PINEY PT	1,927.00
6234	6/20/22	EVA L. MIRELES	234.00	6/19/22	67-6/9/22	DEMURRAGE CHG. FOR MAY CHLORINE CYL	234.00
6235	6/20/22	WEX BANK	2,491.99	5/31/22	81320767	SEWER ANALYSIS FESS	2,491.99
6236	6/20/22	GRAINGER	1,053.26	5/5/22	9302037063	MILEAGE EXP. REPORT 6/7-9/22	1,053.26
6237	6/20/22	HEALTH INVEST HRA	69.60	5/31/22	MAY 2022	GAS CAN PURCHASES/ TRUCKS	69.60
6238	6/20/22	KATHLEEN PARSONS, CUSTODIAN	213.15	6/17/22	07/17/22	HEX BUSHING	213.15
6239	6/20/22	LANGFORD ENGINEERING	62,367.48	5/31/22	025286	6-THERMAL UNITS @ \$45.43/EACH	62,367.48
6240	6/20/22	POLYOYNE, INC.	2,970.00	5/24/22	1647329	WALL PACK LED 5000K 1200 LM 10W @ \$320.10/EA	2,970.00
6241	6/20/22	SUN COAST RESOURCES, INC.	1,371.10	5/10/22	96497786	ANNUAL RED PASS MEMBERSHIP FEE ON SHIPPING COSTS	1,371.10
6242	6/20/22	TEXAS WATER UTILITIES ASSOC	90.00	6/20/22	2022	MONTHLY FEES MAY 2022 EMPLOYER ID#20389	90.00
6243	6/20/22	TREY CANTU	585.34	6/3/22	06/03/2022	REIMBURSEMENT OF PETTY CASH YARD WORK-GAYLORD/MATERIALS & SHIPPING-WWTP	585.34
6244	6/20/22	TX CHILD SUPPORT SDU	252.00	6/19/22	06/19/2022	MATERIALS FOR SEWER LEAK UNIT #8 INSPECTION/COFFEE FOR OFFICE	252.00
6245	6/20/22	WM CORPORATE SERVICES, INC	14,493.34	5/31/22	4415020-0013-56	RISER FOR 435 P.P. SPRINKLERS	14,493.34
6246	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	CIP UPDATES	178,169.76
6247	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	WWTP CLARIFIER IMPROVEMENTS	178,169.76
6248	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	PROFESSIONAL FEE, MEETINGS, PROJECT COORD., ETC	178,169.76
6249	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	WELL #1 EMERGENCY REPAIRS ON MOTO	178,169.76
6250	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	GAYLORD WATER PLANT IMPROVEMENTS	178,169.76
6251	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	EMERGENCY REPAIRS WELL #6	178,169.76
6252	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	4-DRUMS POLYMER-WWTP	178,169.76
6253	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	1-55 GAL DRUM OF CHEV. MEPR 460 OIL-WWTP	178,169.76
6254	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	2022 MEMBERSHIP CHRISTOPHER M. SIMIEN PER ATTACHED	178,169.76
6255	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	ADOBE 1 YR SUBSCRIPTION REIMBURSEMENT	178,169.76
6256	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	GOODE CO SUPERVISORS DINNER MEETING 6/7	178,169.76
6257	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	KROGERS DRINKS FOR SUPERVISORS MEETING 6/15	178,169.76
6258	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	AMAZON BINDERS FOR SUPERVISORS MEETINGS	178,169.76
6259	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	AMAZON DIVIDERS FOR SUPERVISORS MEETINGS	178,169.76
6260	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	REMIT #0013881785201931665 CASE #0013881785 -CMS-ORDER #201931665	178,169.76
6261	6/20/22	WM CORPORATE SERVICES, INC	178,169.76	5/31/22	4415020-0013-56	SLUDGE DISPOSAL 5/16-31	178,169.76

178,169.76

Memorial Villages Water Authority
Check Register

For the Period From Jun 20, 2022 to Jun 20, 2022

Filter Criteria Includes: 1) Check Numbers from 1217 to 1217, Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1217	6/20/22	MVWA-BUSINESS CHECKING PF	01-00-1015	179,000.00
Total				179,000.00

WR 6-21-22
Ronald H. Bump 6/22/2022
Steve Selove 6/23/22