MINUTES OF MEETING OF BOARD OF SUPERVISORS
SEPTEMBER 6, 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 regular session, open to the public, on September 6, 2022, at the Authority's office at 8955 Gaylord, Houston, Harris County, Texas at 7:00 p.m., whereupon the roll was called of the members of the Board, to wit:

Gary Schenk, President
Will Wilson, Vice President
Randolph Ewing, Secretary
Veronica Roa, Assistant Secretary
Cathy Stubbs, Treasurer
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. ("LEI"), Engineer for the Authority; Ms. Kathleen Ellison and Ms. Kaity Malek of Norton Rose Fulbright US LLP ("NRF"), Attorneys for the Authority; Mr. Mark Eyring of Mark C. Eyring, CPA, PLLC, auditor for the Authority; and Ms. Peggy Hemus, and Ms. Andrea Hermann, residents within the Authority.

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. Ms. Hemus stated that she was speaking to a fellow resident in Bunker Hill, regarding a their water bill being high. President Schenk stated that the Authority does not provide water service to Bunker Hill, only sewer. Discussion ensued.

2. Public Hearing on Proposed 2022 Tax Rate. The President opened the public hearing on the 2022 proposed tax rate. Mr. Cantu reported that at the August Board meeting the Board decided to publish a proposed tax rate of \$0.025468 per \$100 assessed valuation. The President asked for public comments; there were none. The President closed the public hearing on the 2022 tax rate.

3. **Adopt Order Setting Tax Rate and Levying Tax for 2022.** The Board reviewed the Order Setting Tax Rate and Levying Tax for 2022, a copy of which is attached hereto as Exhibit "B". 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 adopt the Order Setting Tax Rate and Levying Tax Rate for 2022, therefore setting a tax rate of $0.025468 per $100 assessed valuation.

4. **Approve Amended District Information Form.** The Board reviewed the Amended District Information Form, a copy of which is attached hereto as Exhibit "C". Mr. Cantu reported that the Amended District Information Form will be filed in the Harris County Real Property Records to reflect the change to the tax rate for 2022. Discussion ensued. Upon motion by Supervisor Stubbs, seconded by Supervisor Braly, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Amended District Information Form.

5. **Approve audit for fiscal year ending April 30, 2022.** Mr. Eyring presented to and reviewed with the Board the audit for fiscal year ending April 30, 2022, a copy of which is attached hereto as Exhibit "D." Mr. Eyring stated that the Authority was issued a clean, unmodified opinion. He reported on the expenditures and revenues within the fiscal year. Mr. Eyring reviewed the five year comparative schedule of revenues and expenses. 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 audit for fiscal year ended April 30, 2022, as presented.

Supervisor Braly inquired about IRS compliance for the Authority and a policy handbook. Mr. Cantu stated that he is currently working on a personnel policy handbook and hopes to have it ready for review by the end of the calendar year. He stated that the handbook will cover use of Authority vehicles, allowances and other operational items for the Authority. He stated that he will have they attorney and the auditor review it as well. Discussion ensued.

6. **Approve minutes of the August 2, 2022 regular meeting.** Proposed minutes of the August 2, 2022 meeting, previously distributed to the Board, were submitted for consideration and approval. Upon motion by Supervisor Braly, seconded by Supervisor Ewing, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the August 2, 2022 regular meeting, as presented.

7. **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.** The President opened discussion to an executive session under Section 551.071 of the Open Meetings Act for a private consultation with its attorneys 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 Stubbs, seconded by Supervisor Ewing, after full discussion and the question being put to the Board, the Board voted unanimously at 7:20 p.m. to enter into executive session pursuant to Section 551.071, Texas Gov't Code, for private consultation with its attorney 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. Ms. Hermann, Ms. Hemus and Mr. Eyring left the meeting at this time, leaving the following persons in attendance: the Supervisors, Mr. Cantu, Mr. Gutierrez, Mr. Davis, Ms. Ellison, and Ms. Malek.

8. Return to Open Session. 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 reconvene in public session at 7:32 p.m. Ms. Hermann and Ms. Hemus rejoined the meeting at this time.

9. Agreement in connection with Acceptance of Gaylord Water Plant Project and acceptance of project. Ms. Ellison presented the Settlement Agreement in connection with Completion and Acceptance of Gaylord Water Plant Improvements (the "Settlement Agreement"), a copy of which is hereto attached as Exhibit "E". She discussed the five year surety bond. 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 unanimously approve the Settlement Agreement.

10. Status report on Gaylord Water Plant project, consideration and approval of Pay Estimate #14, and take any necessary action. Mr. Davis then presented to the Board Change Order #4 and Final in the amount of $72,331.69 to Wharton-Smith, Inc., a copy of which is attached hereto as Exhibit "F". He stated that this change order is to deduct the supplemental items that were originally included in the contract should they have been needed. Mr. Davis then presented to the Board Pay Estimate No. 14 and final in the amount of $316,155.52, also included in Exhibit "F".

Mr. Davis stated that in the opinion of LEI, the project was complete as of June 10, 2022 and he is presenting a Certificate of Completion to the Board. He suggested that the Board accept the project subject to receipt of a signed Settlement Agreement and the original of the surety bond.

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: (1) approve Change Order #4 and final in the amount of 72,331.69; (2) approve Pay Estimate #14 and final in the amount of $316,155.52; (3) accept the Certificate of Completion from LEI, and (4) approve the Certificate of Acceptance, subject to receipt of a signed Settlement Agreement and the original of the surety bond.

11. Review proposals and take action regarding Gaylord Water Plant fence. Mr. Cantu presented to and reviewed with the Board three proposals for fencing for the Gaylord Water Plant, copies of which are attached as Exhibit "G." He stated that the quote from Penco Access Control, LLC ("Penco") in the amount of $48,929.00 was lower than the other two quotes and he recommended moving forward with them contingent upon reference checks. Extensive discussion ensued regarding the quotes received. Upon motion by Supervisor Braly, seconded by Supervisor Ewing, after full discussion and the question being put to the Board, the Board voted unanimously to approve the quote from Penco in the amount of $48,929.00 subject to checking the specifications and verifying references.

12. Resolution Reviewing an Amended and Restated Code of Ethics, Fees and Expense Policy, Investment Policy, Policies and Procedures for Selection and Review of Consultants, Policies Concerning the Use of Management Information and Formation of an Audit Committee, Appointing Investment Officer, and Making Desirable Changes Thereto (the "Resolution"). Ms. Ellison reviewed the Resolution, a copy of which is attached hereto as Exhibit "H." She stated that she does not recommend any changes to the policies at this time. Discussion ensued. Upon motion by Supervisor Stubbs, seconded by Supervisor Braly, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Resolution.

13. Resolution Approving Qualified Broker List. Ms. Ellison presented to and reviewed with the Board a Resolution Adopting a Broker List, a copy of which is attached hereto as Exhibit "I". Discussion ensued regarding adding additional investment options to the list. Upon motion by Director Stubbs, seconded by Director Ewing, after full discussion being put to the Board, the Board voted to approve the Resolution Adopting Broker List.

14. Adopt Order Cancelling Election and Declaring Unopposed Candidates Elected to Office. Ms. Ellison reviewed with the Board the Order Cancelling the Election and Declaring Unopposed Candidates Elected to Office ("Order"), a copy of which is attached hereto as Exhibit "J." Upon motion by Supervisor Stubbs, seconded by Supervisor Braly, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Order.

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

Mr. Cantu presented the Wastewater Treatment Facility Monthly Operating Report, a copy of which is attached hereto as Exhibit "K." He stated that there were no violations this month and that all monthly water samples are in compliance. Discussion ensued.

Mr. Cantu presented the Discharge Monitoring Report, a copy of which is attached hereto as Exhibit "L."

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

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

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

Mr. Cantu presented the Budgeted Statement of Revenue and Expenditures, a copy of which is attached hereto as Exhibit "O." He discussed with the Board the revenues reported.

16. Authorize payment of bills. 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 payment of the bills, a list of which is attached hereto as Exhibit "P."

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 October 4, 2022.

President, Board of Supervisors

ATTEST:

Secretary, 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 SEPTEMBER 2, 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 2 day of SEPTEMBER, 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 regular session, open to the public, at the Water Authority's Building, 8955 Gaylord, Houston, Texas 77024, a location within the Authority, at 7:00 p.m. on **Tuesday, September 6, 2022**. At such meeting, the Board will consider the following:

1. Public Comments;
2. Public Hearing on Proposed 2022 Tax Rate;
3. Adopt Order Setting Tax Rate and Levying Tax for 2022;
4. Approve Amended District Information Form;
5. Approve audit for fiscal year ending April 30, 2022;
6. Approve minutes of the August 2, 2022 regular meeting;
7. 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;
8. Return to open session;
9. Agreement in connection with Acceptance of Gaylord Water Plant Project and acceptance of project;
10. Status report on Gaylord Water Plant project, consideration and approval of Pay Estimate #14, and take any necessary action;
11. Review proposals and take action regarding Gaylord Water Plant fence;
12. Resolution Reviewing an Amended and Restated Code of Ethics, Fees and Expense Policy, Investment Policy, Policies and Procedures for selection and review of consultants, Policies concerning the use of management information including the formation of an audit committee, Appointing investment officer, and making desirable changes thereto;
13. Resolution Approving Qualified Broker List;
14. Adopt Order Cancelling Election and Declaring Unopposed Candidates Elected to Office;
15. 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
16. 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.

Exhibit B

CERTIFICATE FOR
ORDER SETTING TAX RATE AND LEVYING TAX FOR 2022

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

We, the undersigned officers of the Board of Supervisors (the "Board") of Memorial Villages Water Authority (the "Authority"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on September 6, 2022, at 8995 Gaylord, Houston, Texas, and the roll was called of the members of the Board, to-wit:

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

All members of the Board were present, except for Supervisors Wilson, Roa and Baysal. Whereupon among other business, the following was transacted at such Meeting: A written

ORDER SETTING TAX RATE AND LEVYING TAX FOR 2022

was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following votes:

AYES: 4 NOES: 0

2. A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Board's minutes of such Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, both as amended.

SIGNED AND SEALED this 6th day of September, 2022.

Secretary, Board of Supervisors

President, Board of Supervisors

(AUTHORITY SEAL)

51543347.1

ORDER SETTING TAX RATE AND LEVYING TAX FOR 2022

WHEREAS, the Appraisal Review Board of the Harris County Appraisal District (the "HCAD") has finally approved the appraisal records of Memorial Village Water Authority (the "*Authority*") and the chief appraiser of the Harris County Appraisal District has prepared and certified to the Authority's tax assessor and collector the Authority's tax roll for 2022;

WHEREAS, the Board of Supervisors (the "Board") of the Authority is required to levy and cause to be assessed and collected ad valorem taxes upon all taxable property within the Authority in sufficient amount to pay the interest on bonds issued by the Authority payable in whole or in part from taxes, to create a sinking fund for the payment of the principal of the bonds when due or the redemption price at any earlier required redemption date, to pay when due the other contractual obligations of the Authority payable in whole or in part from taxes, and to pay the expenses of assessing and collecting the taxes, full allowance being made for expected delinquencies;

WHEREAS, the Board is authorized to levy and collect a tax for operation and maintenance purposes; and

WHEREAS, all actions required to be taken prior to levying such tax have been taken;

IT IS, THEREFORE, ORDERED BY THE BOARD OF SUPERVISORS OF MEMORIAL VILLAGES WATER AUTHORITY THAT:

I.

The Board hereby levies and causes to be assessed upon all taxable property within the Authority an ad valorem tax for the year 2022 at the rate of $0.00 per $100 assessed valuation to pay the debt service requirements on Authority bonds (TAX LEVY FOR BONDS); and at the rate of $0.025468 per $100 assessed valuation for operation and maintenance purposes (MAINTENANCE TAX). TOTAL TAX RATE = $0.025468 per $100 assessed valuation. Such total tax rate shall consist of:

$0.00 per $100 assessed valuation, which shall, pursuant to the Texas Property Tax Code, comprise the District's Debt Tax and shall be the rate that will impose the amount of taxes needed to pay the District's debt service; and

$0.025468 per $100 assessed valuation, which shall, pursuant to the Texas Property Tax Code, comprise the District's Operation and Maintenance Tax and shall be the rate that will impose the amount of taxes needed to fund maintenance and operation expenditures of the Authority for the next year.

II.

Taxes shall be due and payable on receipt of the tax bill and shall be paid on or before January 31, 2023 or as otherwise provided by section 31.02 of the Texas Property Tax Code.

III.

The Tax Assessor and Collector for the Authority is hereby authorized and instructed to proceed to collect the aforesaid tax upon the basis of this Order.

IV.

Pursuant to Section 49.455 of the Texas Water Code, the Authority has filed an Amended Information Form indicating the most recent rate of Authority taxes on property located in the Authority. If such rate is changed by this Order, the Authority shall file within seven days an amendment to such Information Form indicating that the most recent rate of Authority taxes on property located in the Authority is $0.025468 per $100 assessed valuation.

V.

The President or the Vice President and Secretary or Assistant Secretary are authorized on behalf of the Board to evidence adoption of this Order and to do any and all things appropriate or necessary to give effect to the intent hereof.

*　　*　　*

Exhibit C

AMENDMENT TO AMENDED AND RESTATED
DISTRICT INFORMATION FORM

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

The District Information Form for Memorial Villages Water Authority (the "Authority") is hereby amended by amending Sections 3 and 8 therefore to read as follows:

"3. The most recent rate of taxes on property located in the Authority is $0. 025468 per $100 of assessed valuation."

"8. The form of Notice to Purchasers required by Section 49.455 of the Texas Water Code to be furnished by a seller to a purchaser of real property in the Authority, is as follows:

Notice to Purchaser

The real property, described below, which you are about to purchase is located in Memorial Villages Water Authority. The Authority has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the Authority on real property located in the Authority is $0.025468 on each $100 of assessed valuation. If the Authority has not yet levied taxes, the most recent projected rate of debt service tax, as of this date, is $N/A on each $100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is $13,325,000 plus refunding authorization, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is $13,325,000.

The Authority has the authority to adopt and impose a standby fee on property in the district that has water, sewer, sanitary, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The Authority may exercise the authority without holding an election on the matter. As of this date, the amount of the standby fee is $0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the Authority stating the amount, if any, of unpaid standby fees on a tract of property in the district. The Authority does not have the approval from the commission to adopt and impose a standby fee.

The purpose of this Authority is to provide water, sewer, drainage, or flood control facilities and services within the Authority through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the Authority. The legal description of the property which you are acquiring is as follows:

Date

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE AUTHORITY AT ANY TIME. THE AUTHORITY ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE AUTHORITY. PURCHASER IS ADVISED TO CONTACT THE AUTHORITY TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

____________	______________________________
Date	Signature of Purchaser

(**Note**: Correct Authority name, tax rate, bond amount, standby fee amount, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the Authority does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the Authority has not yet levied taxes, a statement of the Authority's most recent projected rate of debt service tax, if any, is to be placed in the appropriate space. If the Authority does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on his behalf may modify the notice by substitution of the words "January 1, 20__" for the words "this date" and place the correct calendar year in the appropriate space.)

This Amendment is dated this September 6, 2022.

MEMORIAL VILLAGES WATER AUTHORITY

Gary Schenk, President
Board of Supervisors

Will Wilson, Vice President
Board of Supervisors

Randolph Ewing, Secretary
Board of Supervisors

Veronica Roa, Assistant Secretary
Board of Supervisors

Cathy Stubbs, Assistant Secretary/Treasurer
Board of Supervisors

Unal Baysal, Assistant Secretary
Board of Supervisors

Locke Braly, Assistant Secretary
Board of Supervisors

5119208.1

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared Gary Schenk, Randolph Ewing, Cathy Stubbs and Locke Braly whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of September, 2022.

KAITLYN BEAR
Notary ID #130836586
My Commission Expires
September 26, 2024

NOTARY PUBLIC STATE OF TEXAS

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

Please return to:
Kaitlyn Malek
Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, Texas 77010-3095

Exhibit D DRAFT

MEMORIAL VILLAGES WATER AUTHORITY

HARRIS COUNTY, TEXAS

ANNUAL AUDIT REPORT

APRIL 30, 2022

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Mark C. Eyring, CPA, PLLC

12702 Century Drive • Suite C2 • Stafford, Texas 77477 • 281-277-9595 • Mark@EyringCPA.com

DRAFT

September 6, 2022

INDEPENDENT AUDITOR'S REPORT

Board of Supervisors
Memorial Villages
Water Authority
Harris County, Texas

Opinions

I have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Memorial Villages Water Authority as of and for the year ended April 30, 2022, and the related notes to the financial statements, which collectively comprise Memorial Villages Water Authority's basic financial statements as listed in the table of contents.

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Memorial Villages Water Authority, as of April 30, 2022, and the respective changes in financial position and, where applicable, cash flows there of for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of Memorial Villages Water Authority, and to meet my other ethical responsibilities, in accordance with the relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Memorial Villages Water Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

DRAFT

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, I exercise professional judgment and maintain professional skepticism throughout the audit. I identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. I obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Memorial Villages Water Authority's internal control. Accordingly, no such opinion is expressed. I evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements. I conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Memorial Villages Water Authority's ability to continue as a going concern for a reasonable period of time.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that I identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

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Supplementary Information

My audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Memorial Villages Water Authority's basic financial statements. The supplementary information on Pages 27 to 36 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Except for the portion marked "unaudited," the information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. The supplementary information marked "unaudited" has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, I do not express an opinion or provide any assurance on it. The accompanying supplementary information includes financial data excerpted from prior year financial statements which were audited by my firm.

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Management's Discussion and Analysis

Using this Annual Report

Within this section of the Memorial Villages Water Authority (the "Authority") annual report, the Authority's Board of Supervisors provide narrative discussion and analysis of the financial activities of the Authority for the fiscal year ended April 30, 2022.

The annual report consists of a series of financial statements plus additional supplemental information to the financial statements as required by its state oversight agency, the Texas Commission on Environmental Quality. In accordance with required reporting standards, the Authority reports its financial activities as a special-purpose government. Special-purpose governments are governmental entities which engage in a single governmental program. In the Authority's case, the single governmental program is provision of water and sewer services. The financial statements of special-purpose governments combine two types of financial statements into one statement. These two types of financial statements are the government-wide financial statements and the fund financial statements. The fund financial statements are presented on the left side of the statements, a column for adjustments is to the right of the fund financial statements, and the government-wide financial statements are presented to the right side of the adjustments column. The following sections describe the measurement focus of the two types of statements and the significant differences in the information they provide.

Government-Wide Financial Statements

The focus of government-wide financial statements is on the overall financial position and activities of the Authority. The Authority's government-wide financial statements include the statement of net position and statement of activities, which are prepared using accounting principles that are similar to commercial enterprises. The purpose of the statement of net position is to attempt to report all of the assets and liabilities owned by the Authority. The Authority reports all of its assets when it acquires or begins to maintain the assets and reports all of its liabilities when they are incurred.

The difference between the Authority's total assets and total liabilities is labeled as *net position* and this difference is similar to the total owners' equity presented by a commercial enterprise.

The purpose of the statement of activities is to present the revenues and expenses of the Authority. Again, the items presented on the statement of activities are measured in a manner similar to the approach used by a commercial enterprise in that revenues are recognized when earned or established criteria are satisfied and expenses are reported when incurred by the Authority. Thus, revenues are reported even when they may not be collected for several months or years after the end of the accounting period and expenses are recorded even though they may not have used cash during the current period.

Although the statement of activities looks different from a commercial enterprise's income statement, the financial statement is different only in format, not substance. Whereas the bottom line in a commercial enterprise is its net income, the Authority reports an amount described as *change in net position*, essentially the same thing.

Fund Financial Statements

Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of the Authority rather than the Authority as a whole. Except for the General Fund, a specific fund is established to satisfy managerial control over resources or to satisfy finance-related legal requirements established by external parties or governmental statutes or regulations.

Governmental fund financial statements consist of a balance sheet and statement of revenues, expenditures and change in fund balances and are prepared on an accounting basis that is significantly different from that used to prepare the government-wide financial statements.

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In general, these financial statements have a short-term emphasis and, for the most part, measure and account for cash and other assets that can easily be converted into cash. For example, amounts reported on the balance sheet include items such as cash and receivables collectible within a very short period of time, but do not include capital assets such as land and water and sewer systems. Fund liabilities include amounts that are to be paid within a very short period after the end of the fiscal year. The difference between a fund's total assets and total liabilities is labeled the fund balance, and generally indicates the amount that can be used to finance the next fiscal year's' activities. Likewise, the operating statement for governmental funds reports only those revenues and expenditures that were collected in cash or paid with cash, respectively, during the current period or very shortly after the end of the fiscal year.

Because the focus of the government-wide and fund financial statements are different, there are significant differences between the totals presented in these financial statements. For this reason, there is an analysis in Note 3 of the notes to the financial statements that reconciles the total fund balances to the amount of net position presented in the governmental activities column on the statement of net position. Also, there is an analysis in Note 3 of the notes to the financial statements that reconciles the total change in fund balances for all governmental funds to the change in net position as reported in the governmental activities column in the statement of activities.

Financial Analysis of the Authority as a Whole

Financial analysis of the Authority as a Whole begins with an understanding of how financial resources flow through the Authority's funds. Resources in the Capital Projects Fund are derived principally from proceeds of the sale of bonds and expenditures from this fund are subject to the Rules of the Texas Commission on Environmental Quality. Resources in the Debt Service Fund are derived principally from the collection of property taxes and are used for the payment of tax collection costs and bond principal and interest. Resources in the General Fund are derived principally from property taxes and billings for water and sewer services and are used to operate and maintain the system, the payment of tax collection costs, to fund capital improvements and to pay costs of administration of the Authority.

Management has financial objectives for each of the Authority's funds. The financial objective for the General Fund is to keep the fund's expenditures as low as possible while ensuring that revenues are adequate to cover expenditures and maintaining the fund balance that Management believes is prudent. Management believes that these financial objectives were met during the fiscal year.

Management believes that the required method of accounting for certain elements of the government-wide financial statements makes the government-wide financial statements as a whole not useful for financial analysis. In the government-wide financial statements, capital assets and depreciation expense have been required to be recorded at historical cost. Management's policy is to maintain the Authority's capital assets in a condition greater than or equal to the condition required by regulatory authorities and does not believe that depreciation expense is relevant to the management of the Authority. In the government-wide financial statements, certain non-cash costs of long-term debt are capitalized and amortized over the life of the related debt. Management believes that this required method of accounting is not useful for financial analysis of the Authority and prefers to consider the required cash flows of the debt as reported in the fund statements and the notes to the financial statements. In the government-wide financial statements, property tax revenues are required to be recorded in the fiscal year for which the taxes are levied, regardless of the year of collection. Management believes that the cash basis method of accounting for property taxes in the funds provides more useful financial information.

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The following required summaries of the Authority's overall financial position and operations for the past two years are based on the information included in the government-wide financial statements. For the reasons described in the preceding paragraph, a separate analysis of the summaries is not presented.

Summary of Net Position

	2022	2021	Change
Current and other assets	$ 12,347,867	$ 14,095,053	$ (1,747,186)
Capital assets	35,179,585	31,624,603	3,554,982
Total assets	47,527,452	45,719,656	1,807,796
Long-term liabilities	99,050	107,427	(8,377)
Other liabilities	1,312,598	608,318	704,280
Total liabilities	1,411,648	715,745	695,903
Net position:			
Invested in capital assets, net of related debt	35,179,585	31,624,603	3,554,982
Unrestricted	10,936,219	13,379,308	(2,443,089)
Total net position	$ 46,115,804	$ 45,003,911	$ 1,111,893

Summary of Changes in Net Position

	2022	2021	Change
Revenues:			
Property taxes	$ 1,536,076	$ 1,575,213	$ (39,137)
Charges for services	7,110,133	7,083,910	26,223
Other revenues	8,619	10,358	(1,739)
Total revenues	8,654,828	8,669,481	(14,653)
Expenses:			
Service operations	7,542,935	8,033,899	(490,964)
Debt service	0	0	0
Total expenses	7,542,935	8,033,899	(490,964)
Change in net position	1,111,893	635,582	476,311
Net position, beginning of year	45,003,911	44,368,329	635,582
Net position, end of year	$ 46,115,804	$ 45,003,911	$ 1,111,893

Financial Analysis of the Authority's Funds

The Authority's General Fund balance as of the end of the fiscal year ended April 30, 2022, was $10,961,022, a decrease of $2,435,782 from the prior year. The General Fund balance decreased due to planned capital improvements.

General Fund Budgetary Highlights

The Board of Supervisors did not amend the budget during the fiscal year. The District's budget is primarily a planning tool. Accordingly, actual results varied from the budgeted amounts. A comparison of actual to budgeted amounts is presented on Page 21 of this report. The budgetary fund balance as of April 30, 2022, was expected to be $10,252,114 and the actual end of year fund balance was $10,961,022.

Capital Asset and Debt Administration

Capital Assets

Capital assets held by the Authority at the end of the current and previous fiscal years are summarized as follows:

	Capital Assets (Net of Accumulated Depreciation)		
	2022	2021	Change
Land	$ 1,775,942	$ 1,775,942	$ 0
Construction in progress	4,143,035	488,380	3,654,655
Buildings	480,185	508,880	(28,695)
Vehicles	43,480	12,604	30,876
Water facilities	16,070,777	15,893,730	177,047
Sewer facilities	12,666,166	12,945,067	(278,901)
Totals	$ 35,179,585	$ 31,624,603	$ 3,554,982

Changes to capital assets during the fiscal year ended April 30, 2022, are summarized as follows:

Additions:	
Water system improvements and engineering	$ 4,421,347
Sewer system improvements and engineering	276,425
Vehicles	54,350
Total additions to capital assets	4,752,122
Decreases:	
Depreciation	(1,197,140)
Net change to capital assets	$ 3,554,982

Debt

At April 30, 2022, the Authority had no bonds authorized for the purposes of acquiring, constructing and improving the water, sanitary sewer and drainage system within the Authority.

RELEVANT FACTORS AND WATER SUPPLY ISSUES

Property Tax Base

The Authority's tax base was essentially unchanged from the 2020 tax year to the 2021 tax year.

Annexation

The total area within the Authority's jurisdiction is comprised of all land within the City of Hedwig Village, the City of Piney Point Village and the majority of land within the City of Hunter's Creek Village. The Authority is not within the extraterritorial jurisdiction of the City of Houston.

Water Supply Issues

The Harris-Galveston Subsidence District (the "Subsidence District") was created by the Texas Legislature to reduce subsidence by regulating the withdrawal of groundwater within Harris and Galveston Counties. In 1999, the Subsidence District adopted its District Regulatory Plan ("Regulatory Plan") to control groundwater withdrawals. The Regulatory Plan divides the Subsidence District's jurisdiction into regulatory areas. The Authority is within the Subsidence District's Regulatory Area 2. Pursuant to the Regulatory Plan, major water users in Area 2 must reduce groundwater withdrawals to no more than 20% of total annual water usage. Additionally, each such water user, including the Authority, is required to have either a certified Groundwater Reduction Plan ("GRP") on file with the Subsidence District or to be part of a regional GRP; otherwise, the Authority risks being assessed a penalty per 1,000 gallons of water pumped. The Authority has a certified GRP on file with the Subsidence District. The Authority's GRP includes the purchase of surface water from the City of Houston (the "City") pursuant to a contract entered into between the Authority and the City as described in Note 11 of the notes to the financial statements. The Regulatory Plan allows a water user to tender Groundwater Bank Certificates in order to pump groundwater in lieu of purchasing surface water. As described in Note 12 of the notes to the financial statements, on an annual basis, the Authority combines the purchase of surface water and the utilization of Groundwater Bank Certificates to comply with its GRP at optimum cost to the Authority.

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MEMORIAL VILLAGES WATER AUTHORITY

STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET

APRIL 30, 2022

	General	Debt Service	Capital Projects	Total	Adjustments (Note 3)	Statement of Net Position
ASSETS						
Cash, including interest-bearing accounts, Note 7	$ 3,974,664	$	$	$ 3,974,664	$	$ 3,974,664
Receivables:						
Property taxes	74,247			74,247		74,247
Service accounts	1,109,842			1,109,842		1,109,842
City of Bunker Hill Village, Note 9	72,027			72,027		72,027
Prepaid expenditures	8,326			8,326		8,326
Groundwater Bank certificates, at cost, Note 12	7,108,761			7,108,761		7,108,761
Capital assets, net of accumulated depreciation, Note 4:						
Capital assets not being depreciated				0	5,918,977	5,918,977
Depreciable capital assets				0	29,260,608	29,260,608
Total assets	$12,347,867	$ 0	$ 0	$ 12,347,867	35,179,585	47,527,452
LIABILITIES						
Accounts payable	$ 462,569	$	$	$ 462,569		462,569
Construction contracts payable	762,359			762,359		762,359
Customer deposits	51,570			51,570		51,570
Tap deposits	36,100			36,100		36,100
Long-term liabilities, Note 5:						
Due in more than one year				0	99,050	99,050
Total liabilities	1,312,598	0	0	1,312,598	99,050	1,411,648
DEFERRED INFLOWS OF RESOURCES						
Property tax revenues	74,247	0	0	74,247	(74,247)	0
FUND BALANCES / NET POSITION						
Fund balances:						
Assigned to:						
Groundwater Bank certificates, Note 12	7,108,761			7,108,761	(7,108,761)	0
Operating reserve	500,000			500,000	(500,000)	0
Unassigned	3,352,261			3,352,261	(3,352,261)	0
Total fund balances	10,961,022	0	0	10,961,022	(10,961,022)	0
Total liabilities, deferred inflows, and fund balances	$12,347,867	$ 0	$ 0	$ 12,347,867		
Net position:						
Invested in capital assets, net of related debt					35,179,585	35,179,585
Unrestricted					10,936,219	10,936,219
Total net position					$ 46,115,804	$ 46,115,804

MEMORIAL VILLAGES WATER AUTHORITY

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STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED APRIL 30, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total	Adjustments (Note 3)	Statement of Activities
REVENUES						
Property taxes	$ 1,537,904	$	$	$ 1,537,904	$ (15,684)	$ 1,522,220
Water service	4,372,620			4,372,620		4,372,620
Sewer service	2,193,856			2,193,856		2,193,856
Sewer service to City of Bunker Hill Village, Note 9	436,852			436,852		436,852
Penalty and interest - operations	16,721			16,721		16,721
Penalty and interest - taxes	13,856			13,856		13,856
Tap connection fees	81,900			81,900		81,900
Interest on deposits and investments	8,619			8,619		8,619
Other revenues	8,184			8,184		8,184
Total revenues	8,670,512	0	0	8,670,512	(15,684)	8,654,828
EXPENDITURES / EXPENSES						
Service operations:						
Utility operations	9,943,081			9,943,081	(4,752,122)	5,190,959
General and administrative	1,163,213			1,163,213		1,163,213
Depreciation				0	1,197,140	1,197,140
Compensated absences				0	(8,377)	(8,377)
Total expenditures / expenses	11,106,294	0	0	11,106,294	(3,563,359)	7,542,935
Excess (deficiency) of revenues over expenditures	(2,435,782)	0	0	(2,435,782)	3,547,675	1,111,893
Net change in fund balances / net position	(2,435,782)	0	0	(2,435,782)	3,547,675	1,111,893
Beginning of year	13,396,804	0	0	13,396,804	31,607,107	45,003,911
End of year	$ 10,961,022	$ 0	$ 0	$ 10,961,022	$ 35,154,782	$ 46,115,804

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MEMORIAL VILLAGES WATER AUTHORITY

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2022

NOTE 1: REPORTING ENTITY

Memorial Villages Water Authority (the "Authority") is a conservation and reclamation district and limited purpose political subdivision of the State of Texas, organized, created, and established by Chapter 20, Acts of the 57th Legislature of the State of Texas, 3rd C.S., 1962, as subsequently amended and codified as Chapter 6912, Special District Local Laws Code, and operates in accordance with Chapter 6912, Special District Local Laws Code and Texas Water Code Chapters 49 and 53. The first bonds were sold on March 14, 1963. The Authority is a political subdivision of the State of Texas, governed by an elected seven member Board of Supervisors. The Authority is subject to the continuing supervision of the Texas Commission on Environmental Quality.

The Authority is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply of water and the collection, transportation and treatment of wastewater.

In evaluating how to define the Authority for financial reporting purposes, the Board of Supervisors of the Authority has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria established by the Governmental Accounting Standards Board. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations and accountability for fiscal matters. The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the Authority is able to exercise oversight responsibilities. Based upon the application of these criteria, there were no other entities which were included as a component unit in the Authority's financial statements.

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NOTE 2: SIGNIFICANT ACCOUNTING POLICIES

The Authority's financial statements are prepared in accordance with generally accepted accounting principles ("GAAP"). The Governmental Accounting Standards Board (the "GASB") is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). Governments are also required to follow the pronouncements of the Financial Accounting Standards Board issued through November 30, 1989 (when applicable), that do not conflict with or contradict GASB pronouncements. The more significant accounting policies established in GAAP and used by the Authority are discussed below.

Basic Financial Statements

The Authority's basic financial statements include both government-wide (reporting the Authority as a whole) and governmental fund financial statements (reporting the Authority's funds). Because the Authority is a single-program government as defined by the GASB, the Authority has combined the government-wide statements and the fund financial statements using a columnar format that reconciles individual line items of fund financial data to government-wide data in a separate column on the face of the financial statements. An additional reconciliation between the fund and the government-wide financial data is presented in Note 3.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Authority. The effect of interfund activity has been removed from these statements. The Authority's net position is reported in three parts – invested in capital assets, net of related debt; restricted net position; and unrestricted net position. The government-wide statement of activities reports the components of the changes in net position during the reporting period.

The financial transactions of the Authority are reported in individual funds in the fund financial statements. Each fund is accounted for in a separate set of self-balancing accounts that comprises its assets, liabilities, fund balances, revenues and expenditures and changes in fund balances. The Authority's fund balances are reported as nonspendable, restricted, committed, assigned or unassigned. Nonspendable fund balances are either not in spendable form or are contractually required to remain intact. Restricted fund balances include amounts that can only be used for the specific purposes stipulated by constitutional provisions, external resource providers or enabling legislation. Committed fund balances include amounts that can only be used for the specific purposes determined by formal action of the Authority's Board of Supervisors. Assigned fund balances are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed. Unassigned fund balance is the residual classification for the Authority's General Fund and includes all spendable amounts not contained in the other classifications. The transactions of the Authority are accounted for in the following funds:

General Fund -- To account for all revenues and expenditures not required to be accounted for in other funds.

Debt Service Fund -- To account for the accumulation of financial resources for, and the payment of, bond principal and interest, paid principally from property taxes levied by the Authority.

Capital Projects Fund -- To account for financial resources designated to construct or acquire capital assets. Such resources are derived principally from proceeds of the sale of bonds.

Basis of Accounting

The government-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting which recognizes all long-term assets and receivables as well as long-term debt and obligations. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Ad valorem property taxes are recognized as revenues in the fiscal year for which they have been levied and related penalties and interest are recognized in the fiscal year in which they are imposed. An allowance for uncollectibles is estimated for delinquent property taxes and reported separately in the financial statements.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available if they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred except for principal and interest on bonds payable, as well as expenditures related to compensated absences, which are recorded only when payment is due.

Interfund Activity

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is reported as interfund receivables or payables, as appropriate, as are all other outstanding balances between funds. Operating transfers between funds represent legally authorized transfers from the fund receiving resources to the fund through which the resources are to be expended.

Receivables

Service accounts receivable as reported are considered collectible. The Authority uses the direct write off method for uncollectible service accounts. Unbilled water and sewer revenues are estimated and recorded at year end. The Authority considers service accounts revenues to be available if they are to be collected within 60 days after the end of the fiscal year.

In the fund financial statements, ad valorem taxes and penalties and interest are reported as revenues in the fiscal year in which they become available to finance expenditures of the fiscal year for which they have been levied. Property taxes which have been levied and are not yet collected (or have been collected in advance of the fiscal year for which they have been levied) are recorded as deferred inflow of resources. Property taxes collected after the end of the fiscal year are not included in revenues.

Capital Assets

Capital assets, which include property, plant, equipment, and immovable public domain or "infrastructure" assets are reported in the government-wide financial statements. Capital assets are defined by the Authority as assets with an initial individual cost of more than $10,000 (including installation costs, if any, and associated professional fees) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed by the Authority. Donated capital assets are recorded at historical cost. Additions, improvements and other capital outlays that significantly extend the useful life of an asset or increase the value of an asset are capitalized. Costs incurred for repairs and maintenance are expensed as incurred.

Inventory

Inventory is valued at cost. Inventory consists of expendable supplies held for consumption. The cost is recorded as an expenditure at the time individual inventory items are purchased and significant inventories on hand at the balance sheet date are reported as an asset in the balance sheet. Reported inventory is equally offset by a fund balance reserve which indicates that it does not constitute "available spendable resources."

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Depreciation on capital assets is computed using the straight-line method over the following estimated useful lives:

Buildings and improvements	40 years	Plant and equipment	10-45 years
Furniture and fixtures	5 years	Underground lines	45 years
Office equipment	3-5 years		
Machinery and vehicles	5-15 years		

Long-term Liabilities

Long-term debt and other long-term obligations are reported in the government-wide financial statements. Bond premiums and discounts, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable premium or discount. If bonds are refunded and the carrying amount of the new debt is different than the net carrying amount of the old debt, the difference is netted against the new debt and amortized using the effective interest method over the shorter of the remaining life of the refunded debt or the life of the new debt issued.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures of the fund from which they are paid.

NOTE 3: RECONCILIATION OF FUND TO GOVERNMENT-WIDE FINANCIAL STATEMENTS

Reconciliation of year end fund balances to net position:

Total fund balances, end of year	$ 10,961,022
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds:	
Total capital assets, net	35,179,585
Some long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds:	
Compensated absences	(99,050)
Some receivables that do not provide current financial resources are not reported as receivables in the funds:	
Uncollected property taxes	74,247
Net position, end of year	$ 46,115,804

Reconciliation of net change in fund balances to change in net position:

Total net change in fund balances		$ (2,435,782)
The funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:		
Capital outlay	$ 4,752,122	
Depreciation	(1,197,140)	3,554,982
Some revenues reported in the statement of activities do not provide current financial resources and therefore are not reported as revenues in the funds:		
Uncollected property taxes		(15,684)
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in the funds:		
Compensated absences		8,377
Change in net position		$ 1,111,893

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NOTE 4: CAPITAL ASSETS

Capital asset activity for the fiscal year ended April 30, 2022, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets not being depreciated:				
Land	$ 1,775,942	$	$	$ 1,775,942
Construction in progress	488,380	4,055,612	400,957	4,143,035
Total capital assets not being depreciated	2,264,322	4,055,612	400,957	5,918,977
Depreciable capital assets:				
Buildings	1,089,955			1,089,955
Machinery and equipment	153,574			153,574
Vehicles	175,605	54,350		229,955
Water system	25,713,215	741,532		26,454,747
Sewer system	28,657,704	301,585		28,959,289
Total depreciable capital assets	55,790,053	1,097,467	0	56,887,520
Less accumulated depreciation for:				
Buildings	(581,075)	(28,695)		(609,770)
Machinery and equipment	(88,367)			(88,367)
Vehicles	(228,208)	(23,474)		(251,682)
Water system	(9,819,485)	(564,485)		(10,383,970)
Sewer system	(15,712,637)	(580,486)		(16,293,123)
Total accumulated depreciation	(26,429,772)	(1,197,140)	0	(27,626,912)
Total depreciable capital assets, net	29,360,281	(99,673)	0	29,260,608
Total capital assets, net	$ 31,624,603	$ 3,955,939	$ 400,957	$ 35,179,585
Changes to capital assets:				
Capital outlay		$ 4,752,122	$	
Assets transferred to depreciable assets		400,957	400,957	
Less depreciation expense for the fiscal year		(1,197,140)		
Net increases / decreases to capital assets		$ 3,955,939	$ 400,957	

NOTE 5: LONG-TERM LIABILITIES AND CONTINGENT LIABILITIES

Long-term liability activity for the fiscal year ended April 30, 2022, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due within One Year
Compensated absences, Note 10	$ 107,427	$ 0	$ 8,377	$ 99,050	----------
Total long-term liabilities	$ 107,427	$ 0	$ 8,377	$ 99,050	----------

Developer Construction Commitments and Liabilities

At April 30, 2022, there were no developer construction commitments or liabilities.

Bonds voted	$ 13,325,000
Bonds approved for sale, sold and retired	13,325,000

NOTE 6: PROPERTY TAXES

The Harris County Appraisal Authority has the responsibility for appraising property for all taxing units within the county as of January 1 of each year, subject to review and change by the county Appraisal Review Board. The appraisal roll, as approved by the Appraisal Review Board, must be used by the Authority in establishing its tax roll and tax rate. The Authority's taxes are usually levied in the fall, are due when billed and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later. On January 1 of each year, a statutory tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed for the year on the property.

At an election held May 4, 1991, the voters within the Authority authorized a maintenance tax not to exceed $0.05 per $100 valuation on all property subject to taxation within the Authority. This maintenance tax is being used by the General Fund to pay expenditures of operating the Authority.

On September 7, 2021, the Authority levied the following ad valorem taxes for the 2021 tax year on the adjusted taxable valuation of $5,829,519,201:

	Rate	Amount
Maintenance	$ 0.026369	$ 1,537,186

A reconciliation of the tax levy to property tax revenues on the Statement of Activities is as follows:

2021 tax year total property tax levy	$ 1,537,186
Appraisal district adjustments to prior year taxes	(14,966)
Statement of Activities property tax revenues	$ 1,522,220

NOTE 7: DEPOSITS AND TEMPORARY INVESTMENTS

The Authority complied with the requirements of the Public Funds Investment Act during the current fiscal year including the preparation of quarterly investment reports required by the Act.

State statutes authorize the Authority to invest and reinvest in direct or indirect obligations of the United States, the State of Texas, any county, city, school district, or other political subdivision of the state, or in local government investment pools authorized under the Public Funds Investment Act. Funds of the Authority may be placed in certificates of deposit of state or national banks or savings and loan associations within the state provided that they are secured in the manner provided for the security of the funds under the laws of the State of Texas. In accordance with the Authority's investment policies, during the current year the Authority's funds were invested in interest bearing accounts at authorized financial institutions.

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In accordance with state statutes and the Authority's investment policies, the Authority requires that insurance or security be provided by depositories for all funds held by them. At the balance sheet date, the carrying amount of the Authority's deposits was $3,974,664 and the bank balance was $4,141,959. Of the bank balance, $250,000 was covered by federal insurance and $3,891,959 was covered by the market value of collateral held by the Authority's custodial bank in the Authority's name. The market value of collateral was reported to the Authority by the depository.

NOTE 8: RISK MANAGEMENT

The Authority is exposed to various risks of loss related to: torts; theft of, damage to, and destruction of assets; errors and omissions; personal injuries and natural disasters. Significant losses are covered by insurance as described below. There were no significant reductions in insurance coverage from the prior fiscal year. There have been no settlements which have exceeded the insurance coverage for each of the past three fiscal years.

At April 30, 2022, the Authority had physical damage coverage of $9,915,510, boiler and machinery coverage of $100,000, flood coverage of $1,500,000, earthquake coverage of $9,915,510, general liability coverage with a per occurrence limit of $10,000,000 and $10,000,000 general aggregate, pollution liability coverage with a per occurrence limit of $2,000,000 and $10,000,000 general aggregate, automobile coverage of $10,000,000, mobile equipment coverage of 71,600, employee/consultant's crime coverage of $100,000 and statutory workers' compensation coverage with the Texas Municipal League Intergovernmental Risk Pool (the "Pool"). The Pool is a public entity risk pool currently operating as a common risk management and insurance program for various Texas public entities. The District pays annual premiums for its general insurance coverage. The Pool purchases reinsurance for protection against catastrophic losses that exceed the Pool's self-insurance retention. This reinsurance is purchased from companies rated A- or higher by A. M. Best Company.

NOTE 9: CONTRACT WITH CITY OF BUNKER HILL VILLAGE

In July ,1985, the Authority and the City of Bunker Hill Village ("Bunker Hill") entered into a thirty-year Waste Disposal Agreement. The Agreement is subject to review and renegotiation in 1991 and every fifth year thereafter. Pursuant to the terms of this agreement, the Authority agreed to construct and operate a new wastewater treatment plant to treat and dispose of at least 3.052 mgd of effluent and to reserve 18.2% of the capacity of said plant for wastewater flowing through Bunker Hill's sewage collection system into the Authority's main sewer trunk line.

Operating and overhead costs of the sewer trunk line and sewage treatment plant are shared based upon the volume of sewage flows and equivalent connections. Bunker Hill's share of these costs was $436,852 for the fiscal year ended April 30, 2022. At that date, the Authority was due $72,027 from Bunker Hill under the terms of the contract.

NOTE 10: RETIREMENT PLAN, DEFERRED COMPENSATION PLAN AND COMPENSATED ABSENCES

Retirement Plan

The Authority provides pension benefits for all of its full-time employees through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees with one year of service are eligible to participate. The plan provides that the Authority will contribute an amount equal to ten percent (10%) of the employee's eligible compensation each pay period. The Authority's contributions for each employee (and earnings allocated to the employee's account) are forty percent vested after four years and one hundred percent vested after ten years' continuous service. Authority contributions for, and earnings forfeited by, employees who leave employment prior to becoming fully vested are used to reduce the Authority's current-period contribution requirement to the extent of the unvested portion of those funds.

The Authority's total payroll for the year ended April 30, 2022, was $1,351,155. The Authority's contributions were calculated using the eligible compensation amount of $1,243,955 and the Authority made the required contribution of $124,396.

The Authority has entered into a contract with Mutual of America Life Insurance Company of New York ("MoA"). The contract provides that the Authority will make contributions to MoA in accordance with the previously described policy and that each employee's account with MoA will be self-directed by the employee. MoA will administer the plan on behalf of the Authority at a small charge to the Authority and at no charge to each participant. Activity of the plan is not reported in the financial statements of the Authority.

Deferred Compensation Plan

Employees of the Authority participate in a deferred compensation plan created in accordance with Internal Revenue Code Section 457. Participation is on a voluntary payroll deduction basis. The plan permits deferral of compensation until future years. According to the plan, the deferred compensation is not available until termination, retirement, death, or unforeseen emergency. All deferred amounts are the property of the participants.

The Authority has entered into a contract with Mutual of America Life Insurance Company of New York ("MoA"). The contract provides that the Authority will deposit the participants' contributions with MoA and that each employee's account with MoA will be self-directed by the employee. MoA will administer the plan on behalf of the Authority at no charge to the Authority and at a small charge to each participant. Activity of the plan is not reported in the financial statements of the Authority.

Compensated Absences

Effective May 1, 1990, the Authority allows employees to accumulate unused sick leave to a maximum of 90 days. Earned vacation time is generally required to be used within the year between anniversary dates of employment with the Authority. Upon termination, two-thirds of accumulated sick leave and the unused earned vacation days for the current year will be paid to the employee. As of April 30, 2022, the liability for accrued vacation time is not significant and has not been recorded. The liability for accrued sick leave to be paid from current resources is not significant. The accumulated liability of accrued sick leave at April 30, 2022, was $99,050, which has been recorded as a long-term liability of the Authority.

NOTE 11: SURFACE WATER SUPPLY CONTRACT

Effective September 3, 1998, the Authority and the City of Houston (the "City") entered into a 40 year Water Supply Contract. Under the terms of this contract the City is to supply surface water to the Authority at the rate established by the City's ordinance. The Authority has committed to buy a minimum amount of gallons of water per month. Purchases under this contract began in August of 1998. The Authority recorded a total of $2,539,572 for water purchases under this contract during the year ended April 30, 2022.

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NOTE 12: GROUNDWATER BANK CERTIFICATES

Since 1994 the Authority has purchased Groundwater Bank certificates directly from the issuer, the Harris-Galveston Subsidence District (the "District"), and from other parties in the limited secondary market. These certificates expire in 40 years (certificates issued after August 1, 2001 expire in 20 years) and allow the bearer to pump the quantity of water specified on the certificate from wells instead of using surface water as mandated by the District. Certificates can also be used in lieu of a disincentive fee assessed by the District for ground water pumpage in excess of the Authority's permit as amended. At April 30, 2022, the Authority had in its possession certificates totaling 17,072,153 thousand gallons of water (1,168,497 40-year certificates and 15,903,656 20-year certificates). The Authority believes that it will use these certificates in the future to forego purchases of surface water from the City of Houston. The Authority values the certificates at cost which resulted in a total cost basis for the certificates on hand of $7,108,761 at April 30, 2022. The average cost of the certificates at April 30, 2022, was approximately $0.416 per 1,000 gallons of water. Purchases during the fiscal year ended April 30, 2022, were $273,334 for certificates totaling 604,212 thousand gallons of water. The Authority used certificates with a specific identification cost basis of $73,446 during the fiscal year ended April 30, 2022 in lieu of paying the disincentive fee. As described in Note 11, the Authority has contracted with the City of Houston to purchase surface water at the rate established by the City of Houston's ordinance. In accordance with this ordinance, as of April 30, 2022, the City of Houston had established a water rate of $4.20 per 1,000 gallons of water.

The Authority includes the purchases of certificates in its budget as a current period expenditure. The budgeted amount was $288,000 for the fiscal year ended April 30, 2022, and the expenditures under generally accepted accounting principles were $73,446 as described in the preceding paragraph.

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MEMORIAL VILLAGES WATER AUTHORITY

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE, BUDGET AND ACTUAL, GENERAL FUND

FOR THE YEAR ENDED APRIL 30, 2022

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Property taxes	$ 1,546,000	$ 1,546,000	$ 1,537,904	$ (8,096)
Water service	4,412,000	4,412,000	4,372,620	(39,380)
Sewer service	2,108,000	2,108,000	2,193,856	85,856
Sewer service to City of Bunker Hill Village	404,000	404,000	436,852	32,852
Penalty - operations	18,500	18,500	16,721	(1,779)
Penalty - property taxes	0	0	13,856	13,856
Tap connection fees	63,000	63,000	81,900	18,900
Interest on deposits and investments	10,300	10,300	8,619	(1,681)
Other revenues	175,000	175,000	8,184	(166,816)
TOTAL REVENUES	8,736,800	8,736,800	8,670,512	(66,288)
EXPENDITURES				
Service operations:				
Utility operations:				
Water production	8,478,780	8,478,780	7,789,182	(689,598)
Water distribution system	414,750	414,750	439,312	24,562
Sewer plant and common trunkline	1,292,100	1,292,100	1,405,462	113,362
Sewer collection system	375,240	375,240	247,389	(127,851)
Billing and collection	91,200	91,200	61,736	(29,464)
General and administrative	1,229,420	1,229,420	1,163,213	(66,207)
TOTAL EXPENDITURES	11,881,490	11,881,490	11,106,294	(775,196)
EXCESS REVENUES (EXPENDITURES)	(3,144,690)	(3,144,690)	(2,435,782)	708,908
FUND BALANCE, BEGINNING OF YEAR	13,396,804	13,396,804	13,396,804	0
FUND BALANCE, END OF YEAR	$ 10,252,114	$ 10,252,114	$ 10,961,022	$ 708,908

The Authority's Board of Supervisors adopts an annual nonappropriated budget. This budget may be amended throughout the fiscal year and is prepared on a basis consistent with generally accepted accounting principles.

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MEMORIAL VILLAGES WATER AUTHORITY

EXPENDITURES, BUDGET AND ACTUAL, GENERAL FUND

FOR THE YEAR ENDED APRIL 30, 2022

	Budget	Actual	Variance Over (Under)
WATER PRODUCTION			
Salaries and wages	$ 157,000	$ 163,638	$ 6,638
Vacations, holidays and sick pay	56,000	75,943	19,943
Payroll taxes	20,000	20,217	217
Outside labor	2,000	22,058	20,058
Engineering expenses	490,000	348,849	(141,151)
Maintenance and repairs	140,000	132,026	(7,974)
Chemicals	44,000	49,294	5,294
Uniforms	5,400	6,138	738
Power and fuels	214,000	191,435	(22,565)
Rental of equipment	2,400	566	(1,834)
Insurance	10,000	8,370	(1,630)
Water analysis fee	16,800	5,825	(10,975)
Truck expense	5,000	2,866	(2,134)
Tools	1,000	549	(451)
Telephone	18,000	18,549	549
Equipment expense	5,000	3,082	(1,918)
Purchase of surface water certificates*	288,000	273,334	(14,666)
Less certificates added to inventory*	0	(199,888)	(199,888)
TCEQ inspection fees	12,000	9,251	(2,749)
Surface water purchases	2,520,000	2,539,572	19,572
Landscaping	10,000	1,376	(8,624)
Office furniture/furnishings	500	660	160
Vehicle expenses	6,000	4,200	(1,800)
Permits	17,000	16,409	(591)
Freight	500	392	(108)
Medical expenses	180	0	(180)
Water plant improvements	4,400,000	4,047,013	(352,987)
Purchase of equipment	5,000	29,441	24,441
Repairs to buildings	5,000	9,695	4,695
Software and data	25,000	7,249	(17,751)
Miscellaneous	3,000	1,073	(1,927)
TOTALS	$ 8,478,780	$ 7,789,182	$ (689,598)

*The Authority includes the purchases of certificates in its budget as a current period expenditure. Purchases for the fiscal year ended April 30, 2022, were $277,334. Certificates added to inventory were $199,888. As described in Note 12 of the notes to the financial statements, the Authority recorded the $73,446 specific identification cost of certificates used during the fiscal year as a current expenditure under generally accepted accounting principles.

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MEMORIAL VILLAGES WATER AUTHORITY

EXPENDITURES, BUDGET AND ACTUAL, GENERAL FUND, (Continued)

FOR THE YEAR ENDED APRIL 30, 2022

	Budget	Actual	Variance Over (Under)
WATER DISTRIBUTION SYSTEM			
Salaries and wages	$ 230,000	$ 241,076	$ 11,076
Payroll taxes	17,400	18,614	1,214
Outside labor	3,000	0	(3,000)
Engineering expenses	5,000	718	(4,282)
Maintenance and repairs	60,000	105,793	45,793
Chemicals	500	0	(500)
Rental of equipment	800	68	(732)
Insurance	10,000	9,207	(793)
Truck expense	6,000	8,597	2,597
Tools	1,000	275	(725)
Telephone	250	603	353
Equipment expense	4,000	0	(4,000)
Vehicle expense	1,800	1,800	0
TCEQ regulatory assessment	12,000	9,649	(2,351)
Freight	500	111	(389)
Water distribution improvements	0	5,877	5,877
Purchase of equipment	35,000	0	(35,000)
Tap costs	25,000	31,672	6,672
Software and data	500	2,364	1,864
Miscellaneous	2,000	2,888	888
TOTALS	$ 414,750	$ 439,312	$ 24,562

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MEMORIAL VILLAGES WATER AUTHORITY

EXPENDITURES, BUDGET AND ACTUAL, GENERAL FUND, (Continued)

FOR THE YEAR ENDED APRIL 30, 2022

	Budget	Actual	Variance Over (Under)
SEWER PLANT AND COMMON TRUNKLINE			
Salaries and wages	$ 340,000	$ 318,574	$ (21,426)
Vacations, holidays and sick pay	65,000	55,856	(9,144)
Payroll taxes	26,000	28,843	2,843
Security system	2,400	2,380	(20)
Outside labor	2,000	0	(2,000)
Engineering expenses	20,000	5,213	(14,787)
Maintenance and repairs	180,000	102,613	(77,387)
Chemicals	88,000	130,197	42,197
Uniforms	3,000	3,740	740
Power and fuels	160,000	136,320	(23,680)
Rental of equipment	2,500	14,521	12,021
Insurance	11,000	9,207	(1,793)
Sewer analysis fee	30,000	31,362	1,362
Truck expense	7,200	11,761	4,561
Tools	2,000	1,473	(527)
Telephone	9,000	8,423	(577)
Equipment expense	2,000	5,991	3,991
TCEQ inspection fees	21,000	19,821	(1,179)
Landscaping	600	0	(600)
Office furniture and furnishings	1,200	0	(1,200)
Sludge disposal/processing	220,000	234,336	14,336
Sewer plant office supplies	6,000	5,365	(635)
Freight	500	164	(336)
Medical expenses	500	0	(500)
Sewer plant improvements	0	217,500	217,500
Purchase of equipment	25,000	29,808	4,808
Repairs to buildings	16,000	20,940	4,940
Software and data	50,000	9,882	(40,118)
Miscellaneous	1,200	1,172	(28)
TOTALS	$ 1,292,100	$ 1,405,462	$ 113,362

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MEMORIAL VILLAGES WATER AUTHORITY

EXPENDITURES, BUDGET AND ACTUAL, GENERAL FUND, (Continued)

FOR THE YEAR ENDED APRIL 30, 2022

	Budget	Actual	Variance Over (Under)
SEWER COLLECTION SYSTEM			
Salaries and wages	$ 125,000	$ 128,694	$ 3,694
Payroll taxes	12,000	9,794	(2,206)
Outside labor	2,000	0	(2,000)
Engineering expenses	5,000	718	(4,282)
Maintenance and repairs	30,000	5,482	(24,518)
Chemicals	2,500	0	(2,500)
Power and fuels	9,000	7,778	(1,222)
Rental of equipment	4,000	0	(4,000)
Insurance	12,000	11,717	(283)
Truck expense	10,000	7,655	(2,345)
Tools	500	275	(225)
Telephone	3,000	3,908	908
Equipment expense	50,000	0	(50,000)
Landscaping	200	0	(200)
TCEQ regulatory assessment	12,000	9,649	(2,351)
Freight	240	0	(240)
Sewer collection improvements	90,000	59,386	(30,614)
Purchase of equipment	5,000	0	(5,000)
Repairs to buildings	600	0	(600)
Software and data	1,600	2,330	730
Miscellaneous	600	3	(597)
TOTALS	$ 375,240	$ 247,389	$ (127,851)

	Budget	Actual	Variance Over (Under)
BILLING AND COLLECTION			
Salaries and wages	$ 39,000	$ 10,021	$ (28,979)
Outside labor	1,200	0	(1,200)
Computer billing	45,000	49,085	4,085
Purchase of equipment	2,000	300	(1,700)
Software and data	4,000	2,330	(1,670)
TOTALS	$ 91,200	$ 61,736	$ (29,464)

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MEMORIAL VILLAGES WATER AUTHORITY

EXPENDITURES, BUDGET AND ACTUAL, GENERAL FUND, (Continued)

FOR THE YEAR ENDED APRIL 30, 2022

	Budget	Actual	Variance Over (Under)
GENERAL AND ADMINISTRATIVE			
Salaries and wages - manager	$ 160,000	$ 139,483	$ (20,517)
Salaries and wages - office	200,000	170,120	(29,880)
Vacations, holidays and sick pay	20,000	47,750	27,750
Payroll taxes	35,000	28,740	(6,260)
Security system	3,000	3,501	501
Outside labor	2,000	0	(2,000)
Engineering fees	18,300	27,708	9,408
Maintenance and repairs	0	0	0
Power and fuels	4,000	3,075	(925)
Insurance	4,000	15,161	11,161
Truck expense	0	0	0
Telephone	13,000	13,994	994
Office equipment repairs and maintenance	1,500	1,059	(441)
Office furniture/furnishings	2,000	140	(1,860)
Vehicle expense	9,300	7,171	(2,129)
Office supplies	8,000	9,949	1,949
Freight	300	17	(283)
Medical expenses	60	0	(60)
Postage	3,000	2,699	(301)
Public notice expenses	1,200	846	(354)
Purchase of equipment	500	0	(500)
Harris county appraisal district	12,000	11,232	(768)
Tax collection	25,000	22,795	(2,205)
Accounting and auditing	11,000	10,775	(225)
Legal and contingencies	65,000	88,599	23,599
Group insurance premium	380,000	342,653	(37,347)
Retirement fund contribution, net of forfeiture	155,000	124,396	(30,604)
Banking fees	22,000	20,237	(1,763)
Dues, subscriptions, schools	3,000	700	(2,300)
Supervisors' fees	20,400	22,950	2,550
Supervisors' expenses	3,000	6,552	3,552
Repairs and maintenance - 435 Piney Point	16,000	948	(15,052)
Pension contract expenses	360	1,035	675
Repairs and maintenance - office bldg.	2,000	12,712	10,712
Delivery	300	0	(300)
Software and data	25,000	20,388	(4,612)
Miscellaneous	4,200	5,828	1,628
TOTALS	$ 1,229,420	$ 1,163,213	$ (66,207)

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MEMORIAL VILLAGES WATER AUTHORITY

SCHEDULE OF TEXAS SUPPLEMENTARY INFORMATION
REQUIRED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

APRIL 30, 2022

(Schedules included are checked or explanatory notes provided for omitted schedules.)

[X] TSI-1. Services and Rates

[X] TSI-2. General Fund Expenditures

[ ] TSI-3. Temporary Investments
None at April 30, 2022.

[X] TSI-4. Taxes Levied and Receivable

[ ] TSI-5. Long-Term Debt Service Requirements by Years
None at April 30, 2022.

[ ] TSI-6. Changes in Long-Term Bonded Debt
Not applicable.

[X] TSI-7. Comparative Schedule of Revenues and Expenditures - General Fund and Debt Service Fund - Five Year
Debt Service Fund not applicable.

[X] TSI-8. Board Members, Key Personnel and Consultants

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MEMORIAL VILLAGES WATER AUTHORITY

SCHEDULE OF SERVICES AND RATES

APRIL 30, 2022

1. Services Provided by the Authority during the Fiscal Year:

X Retail Water	__ Wholesale Water	__ Drainage
X Retail Wastewater	__ Wholesale Wastewater	__ Irrigation
__ Parks/Recreation	__ Fire Protection	__ Security
__ Solid Waste/Garbage	__ Flood Control	__ Roads

__ Participates in joint venture, regional system and/or wastewater service (other than emergency interconnect)

__ Other

2. Retail Service Providers

a. Retail Rates for a 5/8" meter (or equivalent):

	Minimum Charge	Minimum Usage	Flat Rate Y/N	Rate per 1000 Gallons Over Minimum	Usage Levels
WATER:	$17.50	2,000	N	$2.10	2,001 to 5,000
				2.40	5,001 to 10,000
				2.80	10,001 to 15,000
				3.90	15,001 to 20,000
				4.35	20,001 to 25,000
				4.65	25,001 to 30,000
				5.25	30,001 to 35,000
				5.35	35,001 to 40,000
				5.65	40,001 to 50,000
				6.00	50,001 to 60,000
				6.65	Over 60,000
WASTEWATER:	$17.50	2,000	N	$2.00	2,001 to 5,000
				2.10	5,001 to 10,000
				2.40	10,001 to 15,000
				2.70	15,001 to 20,000
				3.30	20,001 to 25,000
				4.00	25,001 to 30,000
				0.00	Over 30,000

SURCHARGE: $0.00 0.50 % of monthly billing -- TCEQ assessment fees included above.

Authority employs winter averaging for wastewater usage: Yes __ No X

Total charges per 10,000 gallons usage: Water: $35.80 Wastewater: $34.00 Surcharge: $0.00

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MEMORIAL VILLAGES WATER AUTHORITY

SCHEDULE OF SERVICES AND RATES (Continued)

APRIL 30, 2022

b. Water and Wastewater Retail Connections (unaudited):

Meter Size	Total Connections	Active Connections	ESFC* Factor	Active ESFCs
Unmetered	6	5	1.0	5
< or = 3/4"	1,016	989	1.0	989
1"	1,775	1,754	2.5	4,385
1-1/2"	433	430	5.0	2,150
2"	135	134	8.0	1,072
3"	3	3	15.0	45
4"	12	12	25.0	300
6"	1	1	50.0	50
8"	0	0	80.0	0
10"	0	0	115.0	0
Total Water	3,381	3,328		8,996
Total Wastewater	3,314	3,219	1.0	3,219

*Single family equivalents

3. Total Water Consumption during the Fiscal Year (rounded to thousands):

Gallons pumped into system (unaudited):	1,190,687
Gallons billed to customers (unaudited):	1,027,751

Water Accountability Ratio
(Gallons billed/ gallons pumped): 86%

4. Standby Fees (authorized only under TWC Section 49.231):

Does the Authority have Debt Service standby fees? Yes __ No X

If yes, date of the most recent Commission Order: ________________

Does the Authority have Operation and Maintenance standby fees? Yes __ No X

If yes, date of the most recent Commission Order: ________________

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MEMORIAL VILLAGES WATER AUTHORITY

EXPENDITURES

FOR THE YEAR ENDED APRIL 30, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals (Memorandum Only)
CURRENT				
Utility operations:				
Water production	$ 7,789,182	$	$	$ 7,789,182
Water distribution system	439,312			439,312
Sewer plant and common trunkline	1,405,462			1,405,462
Sewer collection system	247,389			247,389
Billing and collection	61,736			61,736
	9,943,081	0	0	9,943,081
General and administrative:				
Salaries and payroll taxes	376,247			376,247
Legal and professional	149,876			149,876
Employee benefits	476,896			476,896
Other expenditures	160,194			160,194
	1,163,213	0	0	1,163,213
TOTAL EXPENDITURES	$ 11,106,294	$ 0	$ 0	$ 11,106,294

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MEMORIAL VILLAGES WATER AUTHORITY

ANALYSIS OF CHANGES IN DEPOSITS AND TEMPORARY INVESTMENTS
ALL GOVERNMENTAL FUND TYPES

FOR THE YEAR ENDED APRIL 30, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals (Memorandum Only)
SOURCES OF DEPOSITS AND TEMPORARY INVESTMENTS				
Cash receipts from revenues	$ 8,391,978	$	$	$ 8,391,978
TOTAL DEPOSITS AND TEMPORARY INVESTMENTS PROVIDED	8,391,978	0	0	8,391,978
APPLICATIONS OF DEPOSITS AND TEMPORARY INVESTMENTS				
Cash disbursements for current expenditures	10,589,326			10,589,326
Decrease in customer and builder deposits	12,700			12,700
TOTAL DEPOSITS AND TEMPORARY INVESTMENTS APPLIED	10,602,026	0	0	10,602,026
INCREASE (DECREASE) IN DEPOSITS AND TEMPORARY INVESTMENTS	(2,210,048)	0	0	(2,210,048)
DEPOSITS AND TEMPORARY INVESTMENTS BALANCES, BEGINNING OF YEAR	6,184,712	0	0	6,184,712
DEPOSITS AND TEMPORARY INVESTMENTS BALANCES, END OF YEAR	$ 3,974,664	$ 0	$ 0	$ 3,974,664

DRAFT

MEMORIAL VILLAGES WATER AUTHORITY

TAXES LEVIED AND RECEIVABLE

FOR THE YEAR ENDED APRIL 30, 2022

	Maintenance Taxes
RECEIVABLE, BEGINNING OF YEAR	$ 89,931
Additions and corrections to prior year taxes	(14,966)
Adjusted receivable, beginning of year	74,965
2021 ADJUSTED TAX ROLL	1,537,186
Total to be accounted for	1,612,151
Tax collections: Current tax year	(1,497,600)
Prior tax years	(40,304)
RECEIVABLE, END OF YEAR	$ 74,247
RECEIVABLE, BY TAX YEAR	
2011 and prior	$ 4,129
2012	1,473
2013	1,291
2014	2,922
2015	2,363
2016	2,660
2017	2,844
2018	3,839
2019	5,944
2020	7,196
2021	39,586
RECEIVABLE, END OF YEAR	$ 74,247

See accompanying independent auditor's report.

DRAFT

MEMORIAL VILLAGES WATER AUTHORITY

TAXES LEVIED AND RECEIVABLE (Continued)

FOR THE YEAR ENDED APRIL 30, 2022

ADJUSTED PROPERTY VALUATIONS AS OF JANUARY 1 OF TAX YEAR	2021	2020	2019	2018
TOTAL PROPERTY VALUATIONS	$ 5,829,519,201	$ 5,826,484,110	$ 5,695,403,123	$ 5,419,646,956
MAINTENANCE TAX RATES PER $100 VALUATION	$ 0.026369	$ 0.026899	$ 0.027463	$ 0.027463
TAX ROLLS	$ 1,537,186	$ 1,567,266	$ 1,564,128	$ 1,509,501
PERCENT OF TAXES COLLECTED TO TAXES LEVIED	97.4 %	99.5 %	99.6 %	99.8 %

*Maximum tax rate approved by voters on May 4, 1991: $0.05

MEMORIAL VILLAGES WATER AUTHORITY

DRAFT

COMPARATIVE STATEMENTS OF REVENUES AND EXPENDITURES, GENERAL FUND

FOR YEARS ENDED APRIL 30

	AMOUNT					PERCENT OF TOTAL REVENUES				
	2022	2021	2020	2019	2018	2022	2021	2020	2019	2018
REVENUES										
Property taxes	$ 1,537,904	$ 1,557,988	$ 1,545,168	$ 1,498,685	$ 1,482,428	17.7 %	18.0 %	19.1 %	19.6 %	18.8 %
Water service	4,372,620	4,414,033	4,192,079	3,978,285	4,111,717	50.5	51.0	51.9	52.0	52.1
Sewer service	2,193,856	2,166,227	1,994,652	1,873,597	2,010,924	25.3	25.0	24.7	24.5	25.5
Sewer service to City of Bunker Hill Village	436,852	411,996	187,383	145,519	184,024	5.0	4.8	2.3	1.9	2.3
Penalty and interest - operations	16,721	17,321	17,928	14,934	19,881	0.2	0.2	0.2	0.2	0.3
Penalty and interest - taxes	13,856	9,608	8,790	7,932	5,984	0.2	0.1	0.1	0.1	0.1
Tap connection fees	81,900	56,000	82,575	53,337	38,725	0.9	0.6	1.0	0.7	0.5
Interest on deposits and investments	8,619	10,358	34,244	46,054	18,593	0.1	0.1	0.4	0.6	0.2
Other revenues	8,184	18,333	24,835	26,801	19,712	0.1	0.2	0.3	0.4	0.2
TOTAL REVENUES	8,670,512	8,661,864	8,087,654	7,645,144	7,891,988	100.0	100.0	100.0	100.0	100.0
EXPENDITURES										
Current:										
Utility operations	9,943,081	8,042,450	7,933,381	10,196,030	7,522,254	114.7	92.8	98.1	133.4	95.3
General and administrative	1,163,213	1,309,070	1,118,534	1,061,521	1,060,202	13.4	15.1	13.8	13.9	13.4
TOTAL EXPENDITURES	11,106,294	9,351,520	9,051,915	11,257,551	8,582,456	128.1	107.9	111.9	147.3	108.7
EXCESS REVENUES (EXPENDITURES)	$(2,435,782)	$ (689,656)	$ (964,261)	$(3,612,407)	$ (690,468)	(28.1) %	(7.9) %	(11.9) %	(47.3) %	(8.7) %
TOTAL ACTIVE RETAIL WATER CONNECTIONS	3,328	3,344	3,339	3,338	3,331					
TOTAL ACTIVE RETAIL WASTEWATER CONNECTIONS	3,219	3,165	3,162	3,184	3,251					

See accompanying independent auditor's report.

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MEMORIAL VILLAGES WATER AUTHORITY

BOARD MEMBERS, KEY PERSONNEL AND CONSULTANTS

APRIL 30, 2022

Complete Authority Mailing Address: Memorial Villages Water Authority
8955 Gaylord
Houston, Texas 77024

Authority Business Telephone No.: 713-465-8318

Submission date of the most recent Authority Registration Form: July 30, 2021

Limit on Fees of Office that a Supervisor may receive during a fiscal year: $7,200

BOARD MEMBERS

Name and Address	Term of Office (Elected/ Appointed)	Fees of Office Paid	Expense Reimb.	Title at Year End
Gary Schenk 806 Magdalene Houston, Texas 77024 Position No. 2	Elected 11/7/18- 11/7/22	$ 6,150	$ 0	President
Will Wilson 11319 Coloma Lane Houston, Texas 77024 Position No. 5	Elected 11/3/20- 11/5/24	3,750	0	Vice President
Cathy Stubbs 522 Hunters Park Lane Houston, Texas 77024 Position No. 3	Appointed 12/1/20- 11/5/24	3,750	0	Supervisor
Veronica Roa 11 Mott Lane Houston, Texas Position No. 6	Appointed 12/10/18- 11/7/22	2,100	0	Supervisor
Randolph Ewing 6363 Woodway, Suite 1000 Houston, Texas 77057 Position No. 7	Elected 11/7/18- 11/7/22	3,600	0	Secretary/ Treasurer
Unal Baysal 11415 Chatten Way Houston, Texas 77024 Position No. 1	Appointed 2/2/21- 11/5/24	1,050	0	Supervisor
Locke Braly 10607 Gawain Lane Houston, Texas 77024 Position No. 4	Appointed 4/6/21- 11/7/22	2,550	0	Supervisor

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MEMORIAL VILLAGES WATER AUTHORITY

BOARD MEMBERS, KEY PERSONNEL AND CONSULTANTS (Continued)

APRIL 30, 2022

KEY PERSONNEL

Name and Address	Date Hired	Fees and Expense Reimbursements	Title at Year End
Mr. Trey Cantu 8955 Gaylord Houston, Texas 77024	2020	$ 151,571	Authority General Manager, Investment Officer

CONSULTANTS

Name and Address	Date Hired	Fees and Expense Reimbursements	Title at Year End
Norton Rose Fulbright US LLP 1301 McKinney Street Suite 5100 Houston, Texas 77010	1962	$ 86,228	Attorney
Perdue, Brandon, Fielder, Collins & Mott, L.L.P. 1235 N. Loop West, Suite 600 Houston, Texas 77008	3/07/00	2,371	Delinquent Tax Attorney
Langford Engineering, Inc. 1080 West Sam Houston Beltway North Suite 200 Houston, Texas 77043	1972	385,172	Engineer
Harris County Appraisal District P.O. Box 900275 Houston, Texas 77292	Legislative Action	11,232	Central Appraisal District
Mark C. Eyring, CPA, PLLC 12702 Century Drive Suite C2 Stafford, Texas 77477	2/04/92	10,775	Independent Auditor

Exhibit E

SETTLEMENT AGREEMENT IN CONNECTION WITH COMPLETION AND ACCEPTANCE OF GAYLORD WATER PLANT IMPROVEMENTS

This Settlement Agreement in Connection with Completion and Acceptance of Gaylord Water Plant Improvements dated as of August 2, 2022 (the "Agreement") is by and between Memorial Villages Water Authority, a political subdivision of the State of Texas ("MVWA") and Wharton-Smith, Inc., a corporation ("WSI").

RECITALS:

WHEREAS, pursuant to a public bidding process, MVWA awarded a contract for construction of certain improvements to the Gaylord Water Plant to WSI; and

WHEREAS, the parties entered into a construction contract under which WSI agreed to perform the work described therein in accordance with the terms of the construction contract; and

WHEREAS, the work included the construction of two new ground storage tanks at the Gaylord Water Plant, and in connection with such construction, WSI constructed a concrete slab foundation for each ground storage tank on or about December 14, 2021; and

WHEREAS, on or about February 4, 2022, cracking and/or spalling and/or delamination was observed in multiple locations along the edge of the concrete slab foundations and surrounding a pipe penetration in each tank; and

WHEREAS, the parties disagree about the cause of the cracking and/or spalling and/or delamination; and

WHEREAS, WSI proposed a slab concrete repair plan on or about February 25, 2022; and

WHEREAS, MVWA consented to WSI's implementation of the slab concrete repair plan on or about March 16, 2022, subject to WSI providing MVWA with an extended warranty guaranteed by a surety covering any future cracking, spalling and/or delamination of the concrete slab foundations and providing for the cost of repairs and annual inspections. The aforementioned cracking should be directly attributable to the initial issue and excludes superficial cracks commonly found in all reinforced concrete structures which experience dynamic loading and temperature changes; and

WHEREAS, WSI completed the slab concrete repair plan and the work was inspected by MVWA's engineers and consultants; and

WHEREAS, WSI continued to construct the tanks, and the tanks were placed into service on or about April 17, 2022; and

WHEREAS, WSI has now completed all work required under the construction contract and approved change orders and is seeking acceptance of the work by MVWA; and

WHEREAS, MVWA is willing to accept the work, subject to WSI's acceptance of the terms, conditions, qualifications and agreements stated herein;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements described below, the parties agree as follows:

ARTICLE I

DEFINITIONS

The following terms have the meanings ascribed below when used in this Agreement:

"Construction Contract" means that certain Agreement between the parties dated as of April 6, 2021, including the plans prepared by Langford Engineering, Inc., drawings and specifications, approved shop drawings, General Conditions, and Supplementary Conditions, among other things, for Gaylord Water Plant Improvements LEI Job No. 032-117, Contract No. 2.

"GST" means ground storage tank.

"Known Spalling and/or Delamination" means the cracking and/or spalling and/or delamination along the edge or within the concrete slab foundation or surrounding the pipe penetration in each GST at the Plant observed following the pouring of the concrete foundation of the tanks, which is more fully described in that certain report of Wiss, Janney, Elstner Associates, Inc. entitled "Gaylord Water Plant Improvement Project—Evaluation of Concrete Foundation Spalling" dated June 16, 2022.

"Plant" means the Gaylord Water Plant owned and operated by MVWA and located at 8955 Gaylord Drive, Houston, Texas.

"Slab Concrete Repair Plan" means the plan for repairing the Known Spalling and/or Delamination, which involved creating a concrete patch made of aggregate and concrete, adding anchor pins and re-applying sealant.

"Spalling and/or Delamination" means cracking and/or spalling and/or delamination along the edge or within the concrete slab foundation or surrounding the pipe floor penetrations in each GST at the Plant.

"Work" shall mean all work required to be performed by the Contractor pursuant to the Construction Contract and generally described as "Gaylord Water Plant Improvements LEI Job. No. 032-117, Contract No. 2."

Capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Construction Contract.

ARTICLE II

WARRANTY

SECTION 2.01. Extended Warranty. WSI shall warrant and guarantee the two ground storage tank (GST) concrete slabs at the Plant will be free from any Spalling and/or Delamination. The warranty period for the two GST concrete slabs will be for a period of 5 years commencing June 10, 2022 and ending on the later of (i) one year from the date of completion of any repair work undertaken by WSI pursuant to its warranty obligation and (ii) five years from the date of commencement of the warranty.

SECTION 2.02. Exclusions. The GST concrete slab coatings, which carry a one-year warranty pursuant to the Construction Contract, are specifically excluded from the extended warranty provided in this Agreement, unless they are damaged as a direct result of Spalling and/or Delamination.

SECTION 2.03. Maintenance Bond. MVWA acknowledges receipt of Maintenance Bond Number 30121983-MTC dated August 17, 2022 and issued by Continental Casualty Company for the benefit of MVWA in the amount of $200,000 and covering obligations of WSI under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall be in addition to the existing maintenance bond issued by Continental Casualty Company for the benefit of MVWA covering obligations of WSI under the Construction Contract (Maintenance Bond No. 30121983).

SECTION 2.04. Continuation of Contract Warranties. The extension of warranty provided for herein is intended to add to the warranties provided in the Construction Contract. All obligations of Contractor under the Construction Contract, including the Contractor's warranty on all Work, shall remain in full force and effect.

ARTICLE III

ASSESSMENTS

SECTION 3.01 Joint Assessments at Intervals. MVWA and WSI will perform joint assessments of the GST concrete slabs at the following intervals (each an "Interval"): (i) on any date on which MVWA has reason to believe there is Spalling and/or Delamination of one or both GST concrete slabs, (ii) within thirty (30) days before or after June 10, 2023, the date which is one (1) year from the date of commencement of the warranty, and (iii) within thirty (30) days before June 10, 2027, the date which is five (5) years from the date of commencement of the warranty. WSI shall attend any assessment conducted at an Interval and will provide labor and materials to assist in the joint assessment. Each such assessment will include acoustic soundings of the tanks. Each party will bear its own costs for work performed during or in connection with an assessment.

SECTION 3.02. Other Assessments. If MVWA or another party conducts an assessment at a time other than an Interval, MVWA will notify WSI at least two weeks prior to the assessment so that WSI can attend at WSI's option.

SECTION 3.03. Resolution of Disagreements. In the event MVWA and WSI cannot agree on whether a GST concrete floor area needs to be repaired due to Spalling and/or Delamination, the following process will be followed: MVWA will contact Stanley Spurling & Hamilton, Inc. ("SS&H"), an engineering firm which is mutually agreeable to the parties, for a proposal to perform an assessment of the concrete slab area(s) in question. Unless the cost of the proposal is unreasonable, the parties agree that SS&H will perform an assessment. SS&H will make the final determination with respect to whether the GST concrete floor area in question needs to be repaired due to Spalling and/or Delamination. If SS&H determines that a repair is required, WSI will be responsible for such work and for the costs of SS&H. In the event SS&H determines that no repair is required, MVWA will be responsible for the costs of SS&H.

SECTION 3.04. Selection of Third Party Entity/Inspector. If SS&H is not available or is otherwise unwilling or unable to perform the services requested hereunder, MWVA and WSI shall use their best efforts to agree on another third party entity/inspector and accept a proposal to perform an assessment within thirty (30) days. If MVWA and WSI cannot agree within the 30-day period, each party will promptly select a licensed structural design engineer registered in in the State of Texas with at least 10 years' experience in structural design and familiar with public waterworks systems to make the selection as its representative, and those two individuals will select a third party entity/inspector with similar qualifications who will do the assessment. If a party does not select its representative within 15 days after such 30-day period, the other party's representative will select the third party entity/inspector.

SECTION 3.05. Determination by Third Party Entity/Inspector. The third party entity/inspector will make the final determination with respect to whether the GST concrete floor area in question needs to be repaired due to Spalling and/or Delamination. In the event the third party entity/inspector determines that a repair is required, WSI will be responsible for such work and the cost of the third party entity/inspector. In the event the third party entity/inspector determines that no repair is required, MVWA will be responsible for the cost of the third party entity/inspector.

ARTICLE IV

SETTLEMENT

SECTION 4.01. Reimbursement for Costs. WSI will reimburse MVWA in the amount of $40,399.19 for costs spent to date related to evaluation of the GST concrete slabs. This amount will be deducted from the final retainage amount due.

SECTION 4.02. No Delay Damages. MVWA acknowledges the tanks were put into service within the Contract Time specified in the Construction Contract and approved change orders. As such, MVWA agrees that no liquidated damages will be assessed against WSI for punchlist work and outstanding administrative items performed beyond the completion date for the Work. Any outstanding Work to be performed pursuant to the Construction Contract shall be expeditiously completed by WSI.

SECTION 4.03. **No Admissions and Settlement. This Agreement in no way implies admission of fault, liability, or responsibility by either party. Further, this Agreement settles any potential claims by either party arising out of or related to the Known Spalling and/or Delamination.**

SECTION 4.04. Complete Agreement. The provisions of this Agreement comprise all of the terms, conditions, agreements, and representations of the parties respecting the settlement and compromise of the dispute concerning the Known Spalling and/or Delamination.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Amendments. This Agreement, including this provision hereof, shall not be modified or changed in any manner except by a written amendment signed by all parties hereto.

SECTION 5.02. Waivers. No failure by either party hereto to insist upon the strict performance or observance of any obligation hereunder, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, shall constitute a waiver of such obligation or a breach thereof. No waiver of any breach of any obligation shall affect or alter this Agreement or shall be deemed a waiver of any other then existing or subsequent breach hereof.

SECTION 5.03. Persons Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, successors, and assigns. This Agreement may not be assigned without the prior written consent of MVWA.

SECTION 5.04. Governing Law. This Agreement is executed and delivered within the State of Texas, and the parties hereto agree that it shall be construed, interpreted and applied in accordance with the laws of Texas. The Texas state courts of Harris County, Texas shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and the parties hereby consent to the exclusive jurisdiction of such courts.

SECTION 5.05. Terms of this Agreement Exclusive. The terms and provisions of this Agreement contain the entire agreement between the parties and shall supersede all previous communications, representations, and agreements, either verbal or written, with respect to the subject matter of this Agreement.

SECTION 5.06. Severability. In the event a court of competent jurisdiction finds any of the provisions of this Agreement to be so overly broad as to be unenforceable or invalid for any other reason, it is the intent of the parties that such invalid provisions be reduced in scope or eliminated by the court, but only to the extent deemed necessary by the court to render the provisions of this Agreement reasonable and enforceable.

SECTION 5.07. Titles. The titles used in this Agreement are intended for convenience and reference only. They are not intended and shall not be construed to be a substantive part of this Agreement or in any other way to affect the validity, construction or effect of any of the provisions of this Agreement.

SECTION 5.08. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall together constitute one and the same agreement. Delivery of a signature page hereto by facsimile transmission or other electronic means shall be as effective as manual delivery thereof.

SECTION 5.09. Prevailing Party. If any legal action or other proceeding is brought for the enforcement of this Agreement or any document executed in connection with, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement or any document, instrument or agreement executed in connection herewith, the successful prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all other costs and expenses incurred in that action or proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WHARTON-SMITH, INC., a corporation

By: ______________________________

Printed Name: Kenneth E. Marcell III

Title: VP-Gulf Coast Water

MEMORIAL VILLAGES WATER AUTHORITY,
a political subdivision of the State of Texas

By: Gary Schenk

Printed Name: Gary Schenk

Title: President, Board of Supervisors

LANGFORD ENGINEERING INC.
Consulting Engineers

TBPE No F-449

Exhibit F

September 6, 2022

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

Kenneth E. Marcell, III
Director of Operations
Wharton-Smith, Inc.
202 Industrial Blvd., Suite #104
Sugar Land, Texas 77478

Subject: Certificate of Completion, Memorial Villages Water Authority, Gaylord Water Plant Improvements
LEI Job No. 032-117, Contract No. 2

Ladies and Gentlemen:

Pursuant to contractual requirements as setforth in "General Conditions of the Construction Contract," the Engineers are required to issue a Certificate of Completion prior to, or simultaneously with, submitting an Estimate for final payment to a Contractor. Thus, this Certificate of Completion has been prepared to accompany the Final Estimate and related documents for the project identified as "Gaylord Water Plant Improvements, LEI Job No. 032-117, Contract No. 2," which was constructed by Wharton-Smith, Inc., in accordance with a Contract executed between the OWNER and said Contractor on April 6, 2021.

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

To the best of our knowledge, the subject facilities have been completed in accordance with the Plans, Change Orders and Specifications, with the exception of the ground storage tank concrete floors. An extended five (5) year warranty has been negotiated with the Contractor to cover any possible concrete floor defects that may occur within the agreed time period. Therefore, in accordance with "General Conditions of the Construction Contract," we hereby issue our Certificate of Completion.

1080 W. Sam Houston Pkwy. N. • Suite 200 • Houston, TX 77043-5014
Phone (713) 461-3530 • Fax (713) 932-7505
www.LangfordEng.com

CHANGE ORDER NO. 4 & FINAL

September 6, 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.

Description	Qty.	Unit	Each	Cost
Underrun (-) Items No's 23, 24, 35, 36 and a – e & g - j **(Not previously deducted via Change Order No. 3)**				
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	- 6.5	S.Y.	$ 85.00	$ (552.50)
24. All Work and Materials Associated with Construction of 6" Reinforced Concrete Curb, as per Plans and Specifications, Complete in Place	- 26	L.F.	$ 30.00	$ (780.00)

	Description	Qty.	Unit	Each	Cost
35.	Cut, Plug, and Abandon Existing Waterlines, All Sizes, All Depths, as per Plans and Specifications, Complete in Place	- 1	E.A.	$ 3,000.00	$ (3,000.00)
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	- 1	E.A.	$ 600.00	$ (600.00)
a.	Extra Concrete, as Approved by Engineer, Complete in Place	- 13	C.Y.	$ 300.00	$ (3,900.00)
b.	Extra Bank-Sand Bedding and/or Backfill, as Approved by Engineer, Complete in Place	- 50	C.Y.	$ 25.00	$ (1,250.00)
c.	Extra Aggregate Bedding, as Approved by the Engineer, Complete in Place	- 100	C.Y.	$ 40.00	$ (4,000.00)
d.	Extra Cement-Stabilized Sand Backfill, as Approved by Engineer, Complete in Place	- 100	C.Y.	$ 40.00	$ (4,000.00)
e.	Extra Reinforced Steel or Extra Welded Wire Fabric, as Approved by Engineer, Complete in Place	- 500	L.S.	$ 1.00	$ (500.00)

	Description	Qty.	Unit	Each	Cost
g.	Additional Select Fill for the Use of GST Subgrade, as Necessary, as Approved by Engineer, Complete in Place	- 100	C.Y.	$ 25.00	$ (2,500.00)
h.	Removal of Existing Expansion Joints, and Application of Joint Sealants as Approved by Owner, Complete in Place	- 2000	L.F.	$ 8.00	$ (16,000.00)
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	E.A.	$ 2,500	$ (5,000.00)
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.	$ 225.00	$ (11,250.00)
	Overrun Item No. f.				
f.	Additional Underground 1" Electrical Conduit Without Conductors, as Necessary, as Approved by Engineer, Complete in Place	+ 1,070	L.F.	$ 20.00	$ 21,400.00
	Settlement Agreement in regards To Concrete Floors in GST's	- 1	L.S.	$ 40,399.19	$ (40,399.19)
	Subtotal (Change Order No. 4 & Final)				$ (72,331.69)

Original Contract Amount	$ 3,635,955.00
This Change Order No. 4 & Final	(-) $ (72,331.69)
Change Order No. 3	(-) $ (87,359.72)
Change Order No. 2	(+) $ 41,696.79
Change Order No. 1	(+) $ 7,187.50
Adjusted Final Contract Amount	$ 3,525,147.88
Original Contract Time	360 Calendar Days
Extension of Time This Change Order No. 4	54 Calendar Days
Extension of Time Change Order No. 3	0 Calendar Days
Extension of Time Change Order No. 2	10 Calendar Days
Extension of Time Change Order No. 1	0 Calendar Days
Total Time with Extensions	424 Calendar Days

Change Order No. 1, 2, 3 and 4 represents a 3.05% decrease in the original Contract Amount.

Except as setforth hereinbefore, no conditions or covenants of the Contract are changed and/or waived hereby, with the exception of warranty extension and adjustments related to the concrete tank foundations.

SUBMITTED FOR APPROVAL:

LANGFORD ENGINEERING, INC.

By: John K Davis

John K. Davis, P.E.
President

Date Sept. 2, 2022

ACCEPTED:

WHARTON-SMITH, INC.

By:

Tyler O'Brien
Assistant Project Manager

Date 9/2/2022

APPROVED:

MEMORIAL VILLAGES WATER AUTHORITY

By: Gary Schenk

Gary Schenk
Board of Supervisors, President

Date SEPTEMBER 6, 2022

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2022-929596

Date Filed:
09/02/2022

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 4

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 (street), Baton Rouge (city), LA (state), 70817 (zip code), US (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 2nd day of September (month), 20 22 (year).

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

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

MONTHLY ESTIMATE NO. 14 & FINAL
LEI Job No. 032-117 Contract No. 2

Memorial Villages Water Authority

Gaylord Water Plant Improvements

10-Jun-22

Thru

10-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:	64 Calendar Days
Total Time:	424 Calendar Days		Time Used:	424 Calendar Days
Contract Dated:	6-Apr-2021			
Work Order Dated:	12-Apr-2021			
Completion Date:	17-Apr-2022 10-Jun-2022	(Scheduled) (Actual)		
Percent Time Used:	100.00%			
Percent Complete:	100.00%			
Current Contract:	$3,525,147.88			

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.	8	0	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.	1	0	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.	1	0	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, asper 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.	1	0	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 lnes, 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' Well 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
	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
	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.	1	0	1	$1,085.38	$1,085.38
42.	All Work, Materials and Labor Necessary for the Clearing of MVWA Property Southwest of Exisitng Building, Including Removal of Tomato Garden, Undergrowth and Dead Trees, Fence Restoration and Surveying Services, Complete In Place	1	L.S.	1	0	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.	1	0	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.	1	0	1	$ (2,372.50)	$ (2,372.50)
	Change Order No. 4 & Final							
45.	Settlement Agreement in regards to Concrete Floors in GST's	1	L.S.	1	0	1	$ (40,399.19)	$ (40,399.19)

Summary of Work to Date

Work Performed to Date	$3,525,147.88
Less 10% Retainage	$0.00
Net Amount Earned to Date	$3,525,147.88
Add: Materials Stored at Close of Period	$0.00
Less 10% Retained on Hand	$0.00
Subtotal Work Completed and Materials Stored	$3,525,147.88
Less Previous Payments	$3,208,992.36
AMOUNT DUE THIS ESTIMATE	**$316,155.52**

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)
Change Order No. 4 & Final	($72,331.69)
CURRENT CONTRACT AMOUNT	**$3,525,147.88**

Note: There are no known disputes between the Contractor and Owner/Engineer Concerning the Quantities shown hereon. **Owner and Contractor are preparing to execute resolution of GST Floor issue, upon agreement by all parties.**

Recommended for Payment:

By: John K. Davis
Langford Engineering, Inc.

Date: Sept. 2, 2022

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

Accepted:

By: [signature]
Wharton-Smith, Inc.

Date: 9/2/2022

Print Name: Tyler O'Brien

Approved:

By: Gary Schenk
Memorial Villages Water Authority

Date: 9/6/2022

Print Name: Gary Schenk

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 10, 2022 (the date of Pay Estimate No. 14).

Wharton-Smith, Inc.

K. Marcell

Kenneth E. Marcell III, VP-Gulf Coast Water

Subscribed and sworn to before me, the undersigned authority on this the 2nd day of Sept., 2022

Beverly S. Summers

Notary Public, State of Louisiana

Beverly S Summers
LA Notary ID #128290
My Commission is for Life

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:	$ 316,155.52
Total Paid to Date Including This Payment:	$ 3,525,147.88
For Work Performed Through:	June 10, 2022
Pay Estimate No.	14

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.

K. M

Kenneth E. Marcell III, VP-Gulf Coast Water

Subscribed and sworn to before me, the undersigned authority on this the 2nd day of Sept., 2022

Beverly S. Summers

Notary Public for the State of Louisiana

Beverly S Summers
LA Notary ID #128290
My Commission is for Life

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

PROJECT: **Gaylord Water Plant Improvements, LEI Job No. 032-117, Contract No. 2**
(name, address)

TO (Owner):
[**Memorial Villages Water Authority**
8955 Gaylord
Houston, TX 77024]

ARCHITECT'S PROJECT NO:

CONTRACT FOR: **Construction**

BOND NO: **30121983**
CONTRACT DATE: **4/6/2021**

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

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)
Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606
, SURETY COMPANY,

on bond of (here insert name and address of Contractor)
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771
, CONTRACTOR,

hereby approves of the final payment to the Contractors, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)
Memorial Villages Water Authority
8955 Gaylord
Houston, TX 77024
,OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this **21st** day of **June** , **2022**

Continental Casualty Company
Surety Company

Signature of Authorized Representative
April L. Lively
Attorney-in-Fact
Title

Attest:
(Seal):

Inquiries: (407) 834-0022

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L Hindley, Margie L Morris, Christine A Morton, Allyson Foss Wing, Kelly Phelan, David R Turcios, Individually

of Longwood, FL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of March, 2022.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of March, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 21st day of June, 2022.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

MEMORIAL VILLAGES WATER AUTHORITY

8955 GAYLORD DRIVE, HOUSTON, TEXAS 77024-2903

PH: 713-465-8318 **FAX: 713-465-8387**

September 6, 2022

Kenneth E. Marcell, III
Director of Operations
Wharton-Smith, Inc.
202 Industrial Blvd., Suite #104
Sugar Land, Texas 77478

Subject: Certificate of Acceptance, Memorial Villages Water Authority, Gaylord Water Plant Improvements, LEI Job No. 032-117, Contract No. 2

Dear Mr. Marcel:

Pursuant to the Engineer's Certificate of Completion dated Tuesday, September 6, 2022, the Memorial Villages Water Authority does hereby issue this Certificate of Acceptance of the subject facilities effective Friday, June 10, 2022.

Your Guarantee for all work, as provided by the surety, is set forth in Paragraph 14 of the General Conditions of the Construction Contract, commences on Friday, June 10, 2022, and expires one (1) year later, that is Saturday, June 10, 2023, with the exception of the extended five (5) year warranty for the ground storage tank concrete floors, which will expire on Thursday, June 10, 2027.

Sincerely,

MEMORIAL VILLAGES WATER AUTHORITY

Gary Schenk
President, Board of Supervisors

cc: John K. Davis, P.E., Langford Engineering, Inc.
Kathleen Ellison, Norton Rose Fulbright US, LLP
Board of Supervisors, Memorial Villages Water Authority
Trey Cantu, General Manager, Memorial Villages Water Authority
Andre Boagni, Wharton-Smith, Inc.
Tyler O'Brien, Wharton-Smith, Inc.
LEI File

Exhibit G

Penco Access Control, LLC
4067 Hollister
Houston, TX 77080 US
+1 2818881056
ar@pencoaccesscontrol.com
www.pencogateandfence.com

Estimate

ADDRESS	SHIP TO		
Memorial Village Water Authority 8955 Gaylord Dr. Houston, TX 77024	Memorial Village Water Authority 8955 Gaylord Dr. Houston, TX 77024	ESTIMATE DATE	6896 08/16/2022

SALES REP	JOB #	TERMS
Jesus	19391	50% Down 50%Upon completion

ACTIVITY	DESCRIPTION	QTY	AMOUNT
Labor	----- Front Fence: Grind, remove and break down existing chain link fence. Install all new round galvanized posts. Install 450' of all new 3-rail 8' cedar fence with pressure treated cap and trim and 2" x 12" Rot board. Install all new 2-3/8" round galvanized posts. Install approximately 100' of 3-rail 12' cedar fence with pressure treated cap and trim and 2" x 12" Rot board. Fabricate, prime, paint and install a new 6' x 8' panel on ditch to prevent trespassing. Fabricate, prime, paint and install (2) new 6' standard panels to match fence next to gate for exterior view. Set new 2" x 2" wrought Iron posts. ----- 70' Wood section: Replace 70' of 8' cedar pickets only on fence. Pick up and haul away all trash and debris.	1	45,200.00T

Please note material cost is only valid 24hrs due to material cost volatility. Material price will be requoted at time of acceptance and if applicable deposit will be required.

SUBTOTAL	45,200.00
TAX	3,729.00
TOTAL	**$48,929.00**

Accepted By

Accepted Date

New Installations have a one year warranty on Parts and Labor. No liability or warranty will apply to items damaged due to electrical surge, vandalism, abuse, theft, misuse, flooding, ground movement, corrosion, storm damaged, unauthorized repair attempts or acts of God. 90 day warranty on repairs unless specified differently above.

page 1

Griffin Fence

6307 Brittmoore • Houston, Texas 77041-5117
(713) 937-6611 • FAX: (713) 937-6751
HOUSTON'S PREMIER FENCE COMPANY SINCE 1979
INTEGRITY | SERVICE | PROFESSIONALISM

CUSTOMER Trey Cantu DATE 8/23/22 HOME #
BILLING ADDRESS 8955 Gaylord St ZIP 77024 CELL # 713 465-8318
PROJECT ADDRESS EMAIL:

WOOD FENCE 1"X6" ☑ 7, 1" ☐
8' HT 1' WOOD Cedar BASE-BOARD 2x12"

Notch Top | With Cap | French Goth | Other

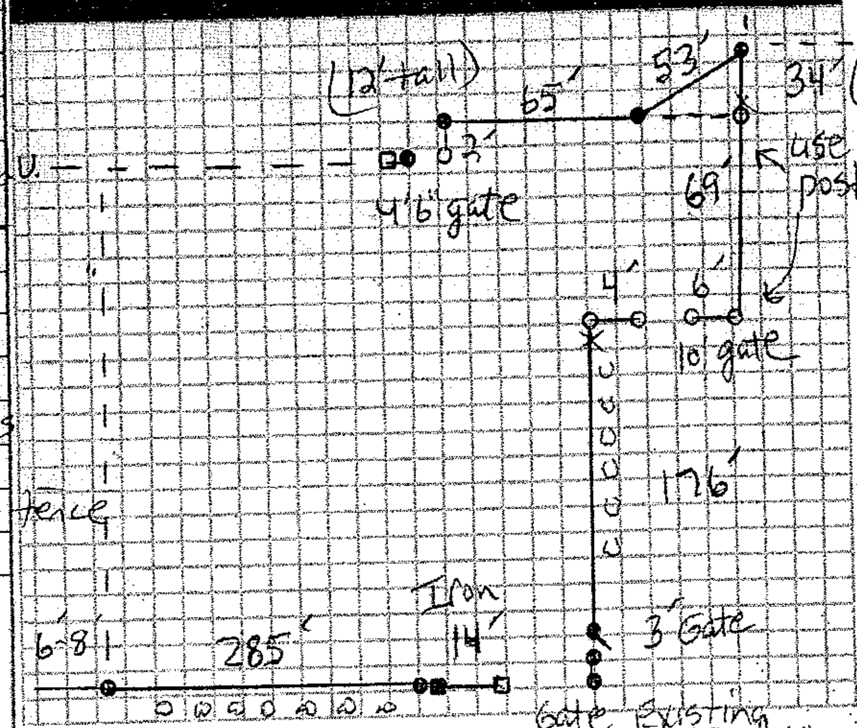
ORNAMENTAL IRON
HEIGHT 7'-8' COLOR Black
PLUGS — SPEARS yes
PRESSED SPEARS — PICKET SIZE 3/4" IN.
RAIL SIZE ___ IN. POST SIZE 2" IN.
SPACING BETWEEN PICKETS ___ IN.
___ IN.
___ IN.

CHAIN LINK
HEIGHT ___ TOP RAIL ___ O.D.
GAUGE ___ LINE POST ___ O.D.
RESIDENTIAL ☐ END POST ___ O.D.
COMMERCIAL ☐ CORNER POST ___ O.D.
KNUCKLE UP ☐ WALK GATE POST ___ O.D.
TWIST UP ☐ DRIVE GATE POST ___ O.D.
GATE FRAMES ___ O.D.

INFORMATION

Gate	10'x8' use frame, posts
461	8' tall wood using
-	1x6x7' w.r. cedar
-	2x12" t.p. baseboards
	3 t.p. rails, 2 3/8" galv.
	posts in 3' concrete
	cedar cap + trim
Gate	3'x8' c galv. frame
Iron → 14'	7'-8' tall 3/4" pickets
	3 rails, spear points
T+H 581'	Tear down + haul away fence

CONTRACT IS SUBJECT TO COMPANY APPROVAL.



$50 SPRINKLER PROTECTION PLAN
PLEASE INITIAL ON LINE INDICATED FOR PROTECTION PLAN
NOTE PLEASE READ
YES Incl NO
NOTE: IF NEITHER LINE IS INITIALED BY CUSTOMER, THEN "NO" IS ASSUMED AND UNDERGROUND PROTECTION PLAN IS NULLIFIED.

NOTE: Failure to comply with payment within a 5-day period after completion of work will be subject to maximum interest and penalty allowable by law and possible court costs. There will be a 3% charge on all credit card payments.

Project Amount $ —
Deposit Amount $ —
Due on Completion $ —

Bid amount on page 2

CONTRACT CONDITIONS

ACCEPTANCE-The above proposal when signed by the Customer and accepted by the Company becomes a Contract between the two parties. Cancellation of the Contract by the Customer after Acceptance by the Company and prior to substantial work being completed is subject to a minimum penalty of 50% of the total Contract Amount payable to the Company. The Customer is solely responsible for the following : Locating, Staking, and Clearing Property Lines; Obtaining Building Permits; and Compliance with Deed Restrictions. Your Sales Representative is available to assist where possible. The Company will not be held responsible or liable for any direct or indirect damages related to any unmarked underground lines or obstructions except where required by Applicable Law. If the contract or the Scope of the Project is changed by the Customer, therefore causing a delay to the crew or loss of Work Product in any form to Griffin Fence, then the Customer may be subject to Additional Charges by the Company. Final Payment is due in full at the Completion of the Project unless otherwise noted. The Customer will be held liable for all legal fees, collection fees, and applicable interest if any portion of the Contract amount is not paid according to the terms of the Contract. The Company reserves the right to enter the property and repossess all materials used on the job without recourse. ALL SALES ARE FINAL.

Lee Patton
SALES REPRESENTATIVE

CUSTOMER SIGNATURE

IMPORTANT NOTICE-State law requires all fence contracts to contain the following: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and fail to meet the terms and conditions of this contract, you may lose your legal ownership right in your home. KNOW YOUR RIGHT AND DUTIES UNDER THE LAW.

Griffin Fence

6307 Brittmoore • Houston, Texas 77041-5117
(713) 937-6611 • FAX: (713) 937-6751
HOUSTON'S PREMIER FENCE COMPANY SINCE 1979
INTEGRITY | SERVICE | PROFESSIONALISM

page #2

CUSTOMER Trey Cantu DATE 8/23/22 HOME # ______
BILLING ADDRESS 8955 Gaylord St ZIP 77024 CELL # 713 465-8318
PROJECT ADDRESS ______ EMAIL: ______

WOOD FENCE 1"X6" ☒ 7, 11 ☐
8' HT 12' WOOD cedar BASE-BOARD 2x12"

Notch Top | With Cap | French Goth | Other

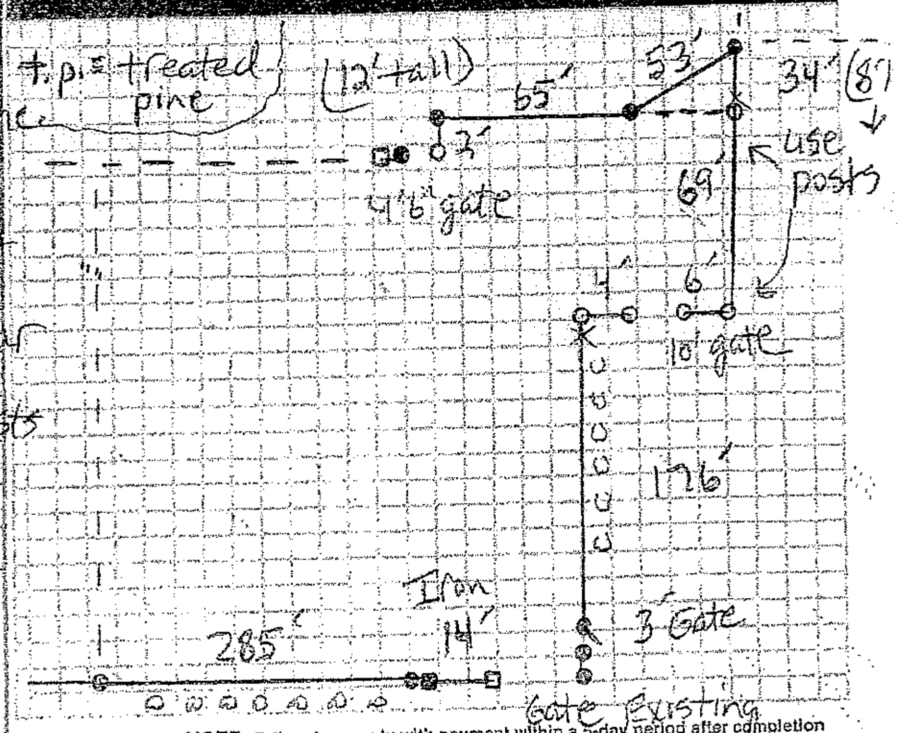
ORNAMENTAL IRON
HEIGHT 7-8' COLOR Black
PLUGS — SPEARS yes
PRESSED SPEARS — PICKET SIZE 3/4" IN.
RAIL SIZE ______ IN. POST SIZE 2" IN.
SPACING BETWEEN PICKETS ______ IN.
______ IN.
______ IN.

CHAIN LINK
HEIGHT ______ TOP RAIL ______ O.D.
GAUGE ______ LINE POST ______ O.D.
RESIDENTIAL ☐ END POST ______ O.D.
COMMERCIAL ☐ CORNER POST ______ O.D.
KNUCKLE UP ☐ WALK GATE POST ______ O.D.
TWIST UP ☐ DRIVE GATE POST ______ O.D.
GATE FRAMES ______ O.D.

INFORMATION

154'	12' tall wood using
-	1x6x11' cedar boards
-	2x12" t.p. baseboard
-	4 t.p. 2"x4" rails
-	3" (40) galv. post 4' conc.
-	cedar cap + trim
Gate	4'6"x12' use one post
79'	8' tall 1x6x7 w.r. cedar
-	2x12" t.p. baseboard
-	3 t.p. rails; re-use posts
-	cedar cap + trim

CONTRACT IS SUBJECT TO COMPANY APPROVAL.



★ NOTE PLEASE READ.

$50 SPRINKLER PROTECTION PLAN
PLEASE INITIAL ON LINE INDICATED FOR PROTECTION PLAN

YES Incl NO

NOTE: IF NEITHER LINE IS INITIALED BY CUSTOMER, THEN "NO" IS ASSUMED AND UNDERGROUND PROTECTION PLAN IS NULLIFIED.

NOTE: Failure to comply with payment within a 5-day period after completion of work will be subject to maximum interest and penalty allowable by law and possible court costs. There will be a 3% charge on all credit card payments.

Project Amount $ 68,890.00 Tax (exempt) Not included
Deposit Amount $ ______
Due on Completion $ ______

CONTRACT CONDITIONS

ACCEPTANCE-The above proposal when signed by the Customer and accepted by the Company becomes a Contract between the two parties. Cancellation of the Contract by the Customer after Acceptance by the Company and prior to substantial work being completed is subject to a minimum penalty of 50% of the total Contract Amount payable to the Company. The Customer is solely responsible for the following : Locating, Staking, and Clearing Property Lines; Obtaining Building Permits; and Compliance with Deed Restrictions. Your Sales Representative is available to assist where possible. The Company will not be held responsible or liable for any direct or indirect damages related to any unmarked underground lines or obstructions except where required by Applicable Law. If the contract or the Scope of the Project is changed by the Customer, therefore causing a delay to the crew or loss of Work Product in any form to Griffin Fence, then the Customer may be subject to Additional Charges by the Company. Final Payment is due in full at the Completion of the Project unless otherwise noted. The Customer will be held liable for all legal fees, collection fees, and applicable interest if any portion of the Contract amount is not paid according to the terms of the Contract. The Company reserves the right to enter the property and repossess all materials used on the job without recourse. ALL SALES ARE FINAL.

Lee Patton
SALES REPRESENTATIVE

______
CUSTOMER SIGNATURE

IMPORTANT NOTICE-State law requires all fence contracts to contain the following: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and fail to meet the terms and conditions of this contract, you may lose your legal ownership right in your home.
KNOW YOUR RIGHT AND DUTIES UNDER THE LAW.

TM#________________ JOB#________________

SHANE'S FENCE COMPANY
6515 BRITTMOORE
HOUSTON, TX 77041
SHANESFENCECO@HOTMAIL.COM

CELL: (281) 687-2510
OFFICE: (832) 230-0761
FAX: (281) 741-1571
WWW.SHANESFENCE.NET

SHANES 281-687-2510

BBB

CUSTOMER Memorial Village Water Authority DATE 8/9/2022 HOME # Troy Conte
ADDRESS 8955 Gaylord ZIP________ WORK #________
LOCATION________________ CELL #________
EMAIL Troy@MVWA.org KEY MAP #________ FAX #________

WOOD FENCE ☐____ ☐	ORNAMENTAL IRON	CHAIN LINK
HT 8' BASE BOARD 2x12	HEIGHT____ COLOR____	HEIGHT____ TOP RAIL ______ O.D.
12'	PLUGS____ SPEARS____	GAUGE LINE POST ______ O.D.
Notch Top / With Cap / Other	PRESSED PICKET	RESIDENTIAL ☐ END POST ______ O.D.
	SPEARS____ SIZE____ IN.	COMMERCIAL ☐ CORNERPOST ______ O.D.
	RAIL POST	KNUCKLE UP ☐ WALKGATE POST ______ O.D.
	SIZE____ IN SIZE____ IN	TWIST UP ☐ DRIVE GATE POST ______ O.D.
	SPACING PICKETS____ IN	GATE FRAMES ______ O.D.

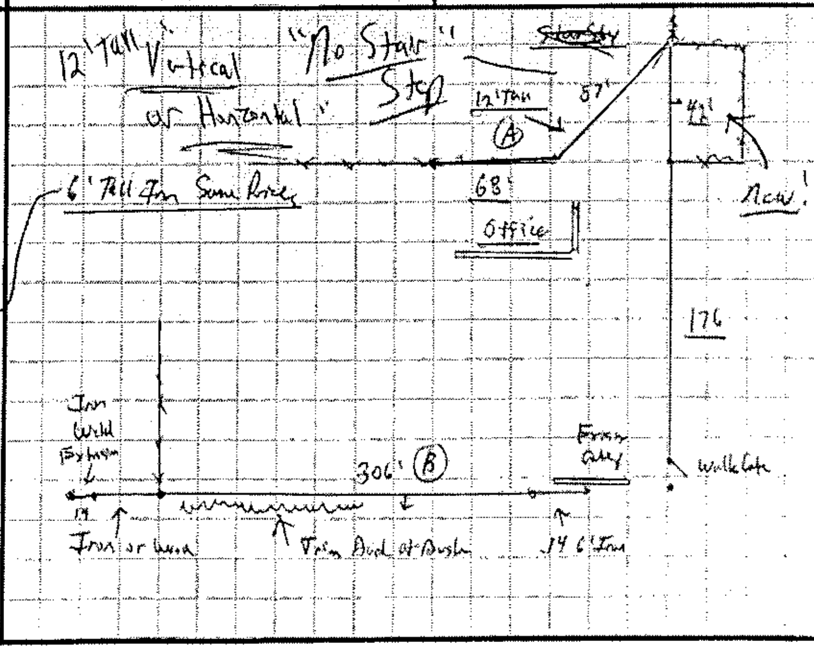
DESCRIPTION

(A) 125' 12' Tall 1x6x7 Cedar Picket
2 7/8" Steel Post 7' Center
$ 25,750.00

(B) 524' 8' Tall Cedar Fence
2 7/8" Galvanize Post 1x6x7 Cedar
2x12 Baseboard 2x6 Cap + Trim
$ 46,112.00

14 6' Tall Iron $ 1292.00
1 Cedar Walk Gate 550.00
1 Iron Panel Existing 1292.00

$ 74,876.00



***$30.00 UNDERGROUND PROTECTION PLAN**
PLEASE INITIAL ON LINE INDICATED FOR PROTECTION PLAN
____ YES ____ NO
NOTE IF NEITHER LINE IS INITIALED BY CUSTOMER, THEN "NO" IS ASSUMED AND UNDERGROUND PROTECTION PLAN NULLIFIED

NOTE: Failure to comply with payment within a 5-day period after completion of fence will be made subject to maximum interest and penalty allowably by law and possible court costs.

TERMS: Cash upon Completion ☐

*UUP $________
Amount $ 74,876.00
Down Pymt $ 37,438.00
TOTAL DUE $________

ACCEPTANCE: The above proposal when signed by representative of company and Customer becomes a CONTRACT between two parties and is not subject to cancellation by customer, without penalty. In case payment is not made as specified in TERMS of Payment the Company reserves the right to repossess all materials used on the job without recourse, property owner is solely responsible for locating, staking and cleaning lines. The obtaining of permits and compliances with deed restrictions is the responsibility of th customer. Purchaser also agrees that the company will not be responsible or liable for any damage of any nature to underground obstructions unless UNDERGROUND PROTECTION PLAN has been accepted and initialed by Customer. If Customer takes out Underground protection plan and Shane's Fence Company hits underground lines, Shane's Fence Co. pays to repair line. No warranty on fence is implied. NOTICE: If contract is changed after a crew delivers the material there will be a $150.00 per hour charge for time lost. If contract is cancelled a 60% charge of total contract price will be charged. Any court costs incurred because of non-payment will be paid by Customer. If Customer does not pay in accordance with contract, then Customer will be held liable for legal fees including all interests allowed by law. Not affiliated with any other fence co.

Sales Rep [signature] Customer Signature________________

TM# ____________ JOB# ____________

SHANES FENCE CO. 281-687-2510

SHANE'S FENCE COMPANY
6515 BRITTMOORE
HOUSTON, TX 77041
SHANESFENCECO@HOTMAIL.COM

CELL: (281) 687-2510
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WWW.SHANESFENCE.NET

BBB

CUSTOMER Memorial Village Water Authy DATE 8/9/2022 HOME # Troy Conte

ADDRESS 8955 Gaylord ZIP ____ WORK # ____

LOCATION ____ CELL # ____

EMAIL Troy@MVWA.org KEY MAP # ____ FAX # ____

WOOD FENCE ☐____ ☐
HT. 8' BASE BOARD 2x12
12'
Notch Top / With Cap / Other

ORNAMENTAL IRON
HEIGHT____ COLOR____
PLUGS____ SPEARS____
PRESSED PICKET
SPEARS____ SIZE____ IN.
RAIL POST
SIZE____ IN SIZE____ IN
SPACING PICKETS____ IN

CHAIN LINK
HEIGHT____ TOP RAIL ____ O.D.
GAUGE LINE POST ____ O.D.
RESIDENTIAL ☐ END POST ____ O.D.
COMMERCIAL ☐ CORNERPOST ____ O.D.
KNUCKLE UP ☐ WALKGATE POST ____ O.D.
TWIST UP ☐ DRIVE GATE POST ____ O.D.
GATE FRAMES ____ O.D.

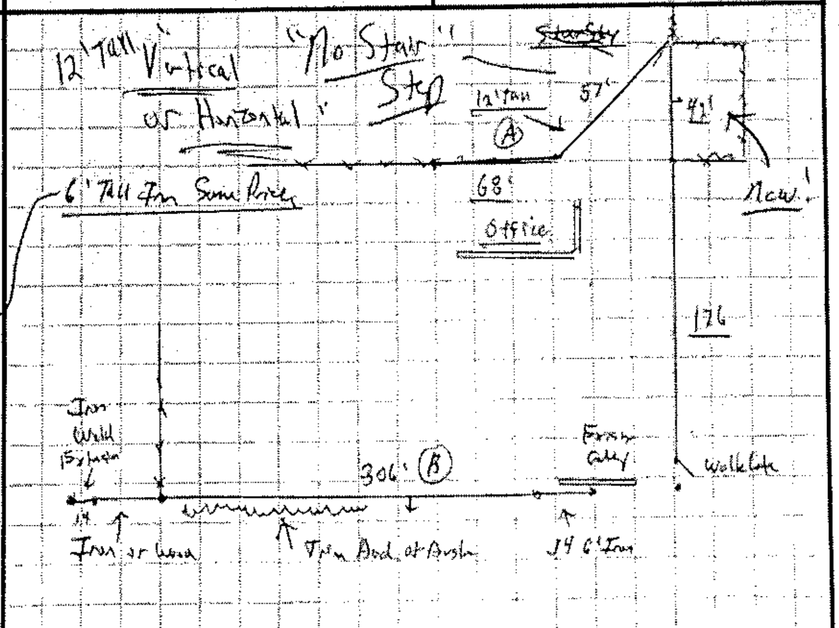
DESCRIPTION

A 125' 12' Tall 1x6x7 Cedar Picket
2 3/8" Steel Post 7' Center
$25,750.00

B 524' 8' Tall Cedar Fence
2 3/8" Galvanized Post 1x6x7 Cedar
2x12 Baseboard 2x6 Cap + Trim
$46,112.00

14 6' Tall Iron $1292.00
1 Cedar Walk Gate 550.00
1 Iron Panel Existing 1292.00

$74,876.00



***$30.00 UNDERGROUND PROTECTION PLAN**
PLEASE INITIAL ON LINE INDICATED FOR PROTECTION PLAN
____ YES ____ NO
NOTE IF NEITHER LINE IS INITIALED BY CUSTOMER, THEN "NO" IS ASSUMED AND UNDERGROUND PROTECTION PLAN NULLIFIED

NOTE: Failure to comply with payment within a 5-day period after completion of fence will be made subject to maximum interest and penalty allowably by law and possible court costs.

TERMS: Cash upon Completion ☐

*UUP $ ____
Amount $ 74,876.00
Down Pymt $ 37,438.00
TOTAL DUE $ ____

ACCEPTANCE: The above proposal when signed by representative of company and Customer becomes a CONTRACT between two parties and is not subject to cancellation by customer, without penalty. In case payment is not made as specified in TERMS of Payment the Company reserves the right to repossess all materials used on the job without recourse, property owner is solely responsible for locating, staking and cleaning lines. The obtaining of permits and compliances with deed restrictions is the responsibility of th customer. Purchaser also agrees that the company will not be responsible or liable for any damage of any nature to underground obstructions unless UNDERGROUND PROTECTION PLAN has been accepted and initialed by Customer. If Customer takes out Underground protection plan and Shane's Fence Company hits underground lines, Shane's Fence Co. pays to repair line. No warranty on fence is implied. NOTICE: If contract is changed after a crew delivers the material there will be a $150.00 per hour charge for time lost. If contract is cancelled a 50% charge of total contract price will be charged. Any court costs incurred because of non-payment will be paid by Customer. If Customer does not pay in accordance with contract, than Customer will be held liable for legal fees including all interests allowed by law. Not affiliated with any other fence co.

Sales Rep [signature] Customer Signature ____

Exhibit II

RESOLUTION REVIEWING AN AMENDED AND RESTATED CODE OF ETHICS, FEES AND EXPENSE POLICY, INVESTMENT POLICY, POLICIES AND PROCEDURES FOR SELECTION AND REVIEW OF CONSULTANTS, POLICIES CONCERNING THE USE OF MANAGEMENT INFORMATION INCLUDING THE FORMATION OF AN AUDIT COMMITTEE, APPOINTING INVESTMENT OFFICER, AND MAKING DESIRABLE CHANGES THERETO

WHEREAS, Memorial Villages Water Authority (the "*Authority*") is a fresh water supply district operating pursuant to chapters 49 and 53 of the Texas Water Code; and

WHEREAS, Tex. Water Code Ann. §49.199 requires that the Board of Supervisors of the Authority adopt certain policies and procedures in writing, including a code of ethics, an expense policy, an investment policy, policies and procedures for selection and review of consultants, and policies concerning the use of management information and the formation of an audit committee; and

WHEREAS, the Texas Public Funds Investment Act, Chapter 2256, Texas Gov't Code, requires the Board to review its investment policy annually and reflect such review in a written resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MEMORIAL VILLAGES WATER AUTHORITY THAT:

I.

The Board of Supervisors hereby finds it has reviewed its investment policy and investment strategies.

II.

The Board hereby adopts Attachments A through E hereof as its written policies and procedures required by Tex. Water Code Ann. §49.199 and the Public Funds Investment Act.

III.

The President and the Secretary of the Board of Supervisors are authorized to evidence adoption of this Resolution on behalf of the Board of Supervisors and to do all other things proper and necessary to carry out the intent hereof. This resolution supersedes all previous Resolutions adopting any of the following: a Code of Ethics, a Travel Expense Policy, an Investment Policy, Policies and Procedures for Selection and Review of Consultants, or Policies

Concerning the Use of Management Information Including the Formation of an Audit Committee.

DATED THIS 6th day of September, 2022.

MEMORIAL VILLAGES WATER AUTHORITY

By: Gary Schenk
Name: Gary Schenk
Title: President

ATTEST:

By: Randolph Bring
Name:
Title:

ATTACHMENT A

CODE OF ETHICS

SECTION 1. *Purpose.* The following is the Code of Ethics for Memorial Villages Water Authority. The purpose of the Code of Ethics is to set forth the standards of conduct and behavior for the following: Authority supervisors, officers and employees (the "Authority Officials"), agents of the Authority who exercise discretion in connection with Authority vendors, and persons handling investments for the Authority.

SECTION 2. *Conflicts of Interest.* The Authority adopts Chapter 171, Texas Local Government Code, as its Conflict of Interest Policy, the principal provisions of which are as follows: Except where a majority of the Board of Supervisors is required to abstain from participation in a vote because of conflict of interest, a Supervisor will abstain from participating in a decision of the Board of Supervisors which either (1) confers an economic benefit on a business in which the Supervisor or a close relative has a substantial interest, or (2) affects the value of property in which the Supervisor or a close relative has a substantial interest differently than it affects other real property in the Authority. For these purposes, a person is considered to have a "substantial interest" in a business if (1) he owns 10% or more of the voting stock or shares of the business entity or owns either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (2) funds received from the business exceed 10% of his gross income for the previous year. A Person has a substantial interest in real property if the interest is an equitable or legal interest with a market value of $2,500 or more. A "close relative" of a Supervisor for these purposes is a person related to the Supervisor within the first degree of affinity or consanguinity.

SECTION 3. *Conduct* of *Authority Business.* Each Authority Official will conduct all business of the Authority in a manner consistent with the requirements of applicable law.

SECTION 4. *Acceptance of Gifts.* No Authority Official shall accept any benefit as consideration for any decision, opinion, recommendation, vote, or other exercise of discretion in carrying out his official acts for the Authority. No Authority Official shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of the Authority Official's discretion. As used herein, "benefit" shall not include:

(1) A fee prescribed by law to be received by a public servant or any other benefit to which the Authority Official is lawfully entitled or for which he gives legitimate consideration in a capacity other than as an Authority Official;

(2) A gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the status of the recipient as an Authority Official;

(3) A political contribution, as defined by the Election Code;

(4) A benefit consisting of food, lodging, transportation, or entertainment accepted as a guest; or

(5) A benefit to an Authority Official required to file a financial statement under the Texas Election Code that is derived from a function in honor or appreciation of the recipient if

(A) The benefit and the source of any benefit in excess of $50.00 is reported in the required financial statement;

(B) The benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with its official duties for the Authority which are non-reimbursable by the Authority; or

(6) An item with a value of less than $50, excluding cash or a negotiable instrument; or

(7) An item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity.

(8) A benefit of transportation, lodging, and meals in connection with a conference, seminar, or similar event in which the Authority Official renders services, such as addressing an audience or engaging in a seminar, to the extent that those services are more than merely perfunctory; or

(9) Complimentary legal advice or legal services relating to a will, power of attorney, advance directive, or other estate planning document rendered: (a) to a public servant who is a first responder; and (b) through a program or clinic that is: (i) operated by a local bar association or the State Bar of Texas; and (ii) approved by the head agency employing the public servant, if the public servant is employed by an agency.

SECTION 5. *Disclosure Requirements.* The Authority adopts Chapter 176, Texas Local Government Code, as its Disclosure Policy, the principal provisions of which are as follows: An Authority Representative shall file a conflicts disclosure statement with the Board not later than 5:00 p.m. on the seventh business day after the Authority Representative becomes aware of facts that require filing with respect to a vendor, to-wit: (a) the vendor has an employment or other business relationship with an Authority Representative or a family member of an Authority Representative that results in the Authority Representative or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date the Authority Representative becomes aware that a contract with the vendor has been executed or that the Board is considering such a contract; (b) the vendor has given to an Authority Representative or a family member of an Authority Representative one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the Authority Representative becomes aware that a contract with the vendor has been executed or that the Board is considering such a contract; or (c) the vendor has a family relationship with an Authority Representative. Notwithstanding the foregoing, an Authority Representative is not required to file a conflicts disclosure statement if the gift is a political contribution, as allowed under the Texas Election Code, or food accepted by the Authority Representative or an Authority Representative's family member as a guest.

For the purpose of this Section, Authority Representative is defined as a supervisor of the Authority, a person designated as the executive officer of the Authority, or an agent of the Authority who exercises discretion in the planning, recommending, selecting, or contracting with a vendor; family member is defined as a person related to another person within the first degree by consanguinity or affinity, e.g., parent, child, and spouse; and a family relationship is defined as a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, e.g., siblings, grandparent, grandchild, and spouse of all the above, aunts, uncles, nieces, and nephews.

SECTION 6. *Investment Officer.* An investment officer of the Authority who has a personal business relationship with an entity seeking to sell an investment to the Authority shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the Authority shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Board and Texas Ethics Commission.

ATTACHMENT B

FEES AND
EXPENSE POLICY

SECTION 1. *Purpose.* The purpose of this Expense Policy is to set forth the policies of Memorial Villages Water Authority (the "*Authority*") concerning per diem and travel expenses for members of the Board of Supervisors of the Authority.

SECTION 2. *Per Diem for Supervisors.* The Supervisors are entitled to receive as fees of office $150 a day for each day of service necessary to discharge their duties; provided the fees shall not exceed a sum of $7,200 per annum.

SECTION 3. *Attendance at Meetings and Conduct of Other Authority Business.* Board members may attend conferences and meetings of the Association of Water Board Directors, at the Authority's expense, whether within or outside the City of Houston. Attendance at other conferences, hearings, or other meetings outside the Houston metropolitan area by the members of the Board of Supervisors must be sanctioned by the Board of Supervisors; attendance at local meetings or conduct of other local Authority business will be at each Supervisor's discretion. Supervisors attending any meeting or conducting any Authority business shall report to the Board concerning the meeting or activity.

SECTION 4. *Expenses Outside of Metropolitan Houston.* The Authority will pay a reasonable room rate for a Supervisor's hotel room, if Authority business requires that the Supervisor be out of Metropolitan Houston, reasonable tips incurred in making the trip, roundtrip mileage at the current IRS mileage rate and parking, if any, for travel by car or roundtrip airfare at current commercial rates for standard (not first class) airfare and reasonable rental car or taxi charges. The Authority will pay for meals actually eaten and paid for by the Supervisor on a sanctioned trip outside of Metropolitan Houston; provided, however, reimbursement for meals will be limited to $50 per day.

SECTION 5. *Expenses for Local Meetings and Activities.* The Authority will pay for roundtrip mileage at the current IRS rate for travel by car, parking, and will pay meals directly related to the meeting or activity. Reimbursement for meals will be limited to $100 per day.

SECTION 6. *Reimbursement.* Supervisors attending meetings or other activities and wishing to receive a per diem and/or expenses must submit a verified statement showing the number of days actually spent in service to the Authority and a general description of the duties performed for each day of service. To receive reimbursement for expenses, a Supervisor must also submit an itemized expense report to the General Manager before reimbursement is approved by vote of the Board. Items on the expense report shall include lodging, meals, tips, parking and transportation. Supervisors sharing expense items may split reported expenses in any matter they deem equitable, but the Board will pay no more than 100% of the actual total cost of reimbursable items.

SECTION 7. *Extraordinary Expenses.* Any extraordinary expenses for a Supervisor attending a sanctioned activity of the Authority must be approved by the Board prior to incurring the expense.

ATTACHMENT C

INVESTMENT POLICY

MEMORIAL VILLAGES WATER AUTHORITY

SECTION 1. *Purpose.* The purpose of this Investment Policy is to adopt rules and regulations which clearly set forth the Authority's investment strategy for each of the accounts under its control, emphasize safety of principal and liquidity, address investment diversification, investment limitations, and the quality and capability of investment management, to specify the scope of authority of those officers or employees of the Authority designated to invest Authority Funds (defined herein as those funds in the custody of the Authority that the Authority has the legal authority to invest), to designate one or more officers or employees of the Authority to be responsible for the investment of such Authority Funds, and to provide for periodic review of the investment of Authority Funds.

SECTION 2. *Investment Rules.* The Board of Supervisors of the Authority adopts the rules attached to this Attachment C as Exhibits 1 through 6 to govern the investment of Authority Funds and to specify the scope of authority of those officers and employees of the Authority designated to invest Authority Funds, which rules shall supersede any investment rules previously adopted by the Authority. The Board of Supervisors directs that its Investment Officer, who is the General Manager for the Authority, to maintain the investments of the Authority in a manner consistent with those rules and regulations, and with the Public Funds Investment Act, Chapter 2256, Government Code and the orders of the Board of Supervisors.

SECTION 3. *Review of Authority Investments.* The General Manager for the Authority will report to the Board of Supervisors of the Authority at each of their regular meetings concerning the status of Authority investments.

SECTION 4. *Review of Policy.* The Board shall review this Investment Policy and its investment strategies at least on an annual basis. In conjunction with its annual financial audit, the Board shall cause to be performed a compliance audit of management controls on investments and adherence to the Authority's established investment policies.

EXHIBIT 1

General.

The following rules shall apply to those funds in the custody of the Authority that the Authority has the legal authority to invest ("Authority Funds").

A. General Principles.

The investment policy of the Authority is to invest Authority Funds only in instruments which maintain the principal and liquidity of Authority Funds, to the extent necessary for Authority activities. Yield earned on Authority Funds is a secondary consideration compared to safety of principal and liquidity; however, if safety of principal and liquidity needs are met, the Authority will invest in instruments which give it the highest yield.

B. Diversification.

The Authority will continuously attempt to diversify its portfolio to reduce risk. The portion of its investment portfolio invested in direct obligations of the U.S. Government or certificates of deposit insured by the Federal Deposit Insurance Corporation will be diversified in terms of maturity. If the portion of the Authority's portfolio invested in obligations of federal agencies and instrumentalities exceeds $500,000, the Authority will attempt to invest in instruments issued by more than one agency or instrumentality and in instruments of various maturities. The Authority will also attempt to limit a certificate of deposit or deposits issued by the same financial institution to $500,000 per institution unless the Investment Officer determines it necessary or in the best interest of the Authority to exceed such amount. The Authority recognizes that by investing Authority Funds in investment pools, it can diversify its portfolio because each participant in the pool has a pro rata share of a number of instruments, such as repurchase agreements with various providers.

C. Maturity.

The Authority will not invest in an obligation which matures more than two years from the date of purchase.

D. Quality and Capability of Investment Management.

The Authority will employ an Investment Officer who is experienced in investing public funds.

E. Depositories.

All uninvested Authority Funds shall be deposited in the Authority's depository bank or banks unless otherwise required by orders or resolutions authorizing the issuance of the Authority's bonds. To the extent such Authority Funds in the depository bank or banks are not insured by the Federal Deposit Insurance Corporation, they shall be secured in the manner provided by law for the security of Authority funds and each depository shall report the market value of such collateral on its reports to the Authority. The Authority shall enter into a depository pledge agreement meeting the standards of the Financial Institutions Reform and Recovery Act with each of its depositories in which it invests more than the Federal Deposit Insurance Corporation insured amount.

Tax collections of the Authority shall be held by the Authority's Tax Assessor-Collector pending transfer to the Authority in the Tax-Assessor Collector's depository bank and secured in accordance with applicable law, in compliance with the terms of the agreement between the Tax Assessor-Collector and the Authority

F. <u>Disbursements.</u>

Any transfer of Authority Funds for the benefit of a third person shall, after approval by the Board, be made by a draft executed by at least three Supervisors or by wire transfer pursuant to the Authority's Wire Transfer Agreement with its depository bank.

G. <u>Amendment.</u>

In the event State law changes and the Authority cannot invest in the investments described in this policy, this policy shall automatically be conformed to existing law.

EXHIBIT 2

Authorized Investments.

Authority Funds may be invested in any category of investments authorized under the Public Funds Investment Act, which has been approved by the Board. The following categories are approved:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

2. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States if the obligation is not:

a. an obligation whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

b. an obligation whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

c. a collateralized mortgage obligation that has a stated final maturity date of greater than 10 years; and

d. a collateralized mortgage obligation the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

4. Certificates of deposit issued by a depository institution that has its main office or a branch office in this state which are (1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor, or (2) secured by (a) obligations described in subcaption 1, 2, or 3 above, or (b) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent, or (c) secured in accordance with the Public Funds Collateral Act or any other manner and amount provided by law for deposits of the Authority; provided such obligations are

marked to market at least monthly, have a market value at least equal to the deposit and are pledged to the Authority only and held by a third-party custodian;

5. An investment pool that meets the requirements of the Public Funds Investment Act, including the maintenance of an AAA, AAA-m or an equivalent rating by at least one nationally recognized rating service;

6. Other investments authorized by law and approved by the Board by resolution or minute entry.

7. Interest-bearing banking deposits that are guaranteed or insured by (1) the Federal Deposit Insurance Corporation or its successor; or (2) the National Credit Union Share Insurance Fund or its successors; and

8. Interest-bearing banking deposits other than those described by subcaption 7 above if:

a. the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this state that the Board selects from the list required by the Public Funds Investment Act; or (ii) a depository institution with a main office or branch office in this state that the Board selects;

b. the broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the Authority's account;

c. the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

d. the Board appoints as the Authority's custodian of the banking deposits issued for the Authority's account: (i) the depository institution selected as described in sub-caption a above; (ii) an entity qualified to serve as a custodian under the Public Funds Collateral Act; or (iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under SEC Rule 15c3-3 (the Customer Protection Rule).

All transactions, except investments in investment pools shall be settled on a delivery versus payment basis.

EXHIBIT 3

Investment Strategies.

The Authority's investment strategy for each of its accounts follows:

1. Operating Account. The Operating Account is used for all operations and maintenance needs of the Authority. The highest priority for this account is safety of principal and liquidity; when these objectives are met, yield is considered. An amount equal to two months of normal operational costs must be kept extremely liquid for normal uses; the amount in excess of two months of normal operational costs should be kept in investments that may be liquidated easily if the need arises. The Authority's general guidelines for diversification and maturity apply to this account.

2. Debt Service Account. The Debt Service Account is used to pay the Authority's debt service. The highest priority for this account is safety of principal. Since the Authority knows the amount of its debt service and when it becomes due, investments for this account should be structured so that they match debt service needs. When safety of principal and liquidity to match debt service are assured, yield is considered. Since Authority Funds in this account may not be needed for a year or more, longer tern instruments should be considered, within the general guideline for maturity set forth in this investment policy, to increase yield. Since the amount of Authority Funds in this account will probably be quite large, diversification of investments may be necessary and the Authority's general policy on diversification should be used.

3. Capital Projects Account. The Capital Projects Account is used to pay for capital projects of the Authority. The highest priority for this account is safety of principal. The Authority believes that it will know ahead of time when disbursements need to be made from this account. Therefore, investments in this account should be structured so they mature or can be liquidated on the dates disbursements must be made. When safety of principal and liquidity to match disbursement dates are assured, yield is considered. Since Authority Funds in this account may not be needed for a year or more, longer term instruments should be considered, within the general guideline for maturity set forth in the investment policy, to increase yield. Alternatively, bond proceeds which will be expended immediately may only be in the account for a day or two; in this case, an investment pool should be utilized. Investment diversification for the large amount of Authority Funds that may be deposited to this account for a day or two can be achieved through use of an investment pool. In cases where the Authority has a large amount of Authority Funds in this account for longer periods, the Authority's general policy on diversification should be used.

EXHIBIT 4

Authority and Duties of Persons Investing Authority Funds.

The following rules shall apply to those persons designated by the Authority to invest Authority Funds.

1. No person may deposit, withdraw, invest, transfer, or otherwise manage Authority Funds without express written authority of the Board of Supervisors of the Authority (the "*Board*").

2. The General Manager for the Authority shall invest and reinvest Authority Funds only in those investments authorized under this investment policy or by the Board.

3. The General Manager for the Authority shall prepare a written report concerning the Authority's investment transactions no less frequently than quarterly which describes in detail the investment position of the Authority as of the date of the report. The report shall also state (a) the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested, (b) the maturity date of each separately invested asset that has a maturity date, (c) the account for which each individual investment was acquired, and (d) whether the investment portfolio complies with the investment strategy expressed in these investment policies and the Public Funds Investment Act.

4. In the event Authority Funds are invested in certificates of deposit, the General Manager shall solicit bids from at least two bidders. Bids may be obtained orally, in writing, electronically, or in any combination of those methods.

5. The General Manager for the Authority shall secure an executed copy of the form attached as Exhibit 5 from any business organization offering to engage in an investment transaction with the Authority. For purposes of this paragraph, a business organization is defined as an investment pool or investment management firm under contract with the Authority to invest or manage the Authority's investment portfolio that has accepted authority granted by the Board under the contract to exercise investment discretion in regard to the Authority's funds.

EXHIBIT 5

ACKNOWLEDGMENT OF RECEIPT OF INVESTMENT POLICY

1. I am a qualified representative of ______________________________ (the "Pool"), or

2. I am a qualified representative of ______________________________ (the "Advisor") and perform investment services for Memorial Villages Water Authority (the "Authority").

3. I acknowledge that I have received and thoroughly reviewed the Authority's investment policy.

4. I acknowledge that the Pool/Advisor has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Authority and the Pool/Advisor that are not authorized by the Authority's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Authority's entire portfolio or requires an interpretation of subjective investment standards, or relates to investment transactions of the Authority that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

Dated this _____ day of ______________________, ______.

Title:____________________________

Business:_________________________

EXHIBIT 6

MONITORING MARKET PRICE OF INVESTMENTS

The investment officer will monitor the market price of the Authority's investments at least quarterly and such information shall be included on each investment report. The following methods of monitoring investments shall be utilized:

1. Certificates of deposit may be valued at their face value plus any accrued but unpaid interest.

2. Shares in money market funds and investment pools may be valued at the current share price.

3. Other investment securities may be valued in any of the following ways, at the discretion of the bookkeeper:

    a. the lower of two bids for such investment securities from securities dealers;

    b. the average of the bid and asked prices for such investment securities as published in The Wall Street Journal or The New York Times;

    c. the bid price published by a nationally recognized pricing service; or

    d. such other method as may be approved by the Board.

The investment officer will monitor credit ratings of the Authority's investments and will take all prudent measures consistent with this Investment Policy to liquidate any of the Authority's investments that fail to meet the minimum required rating for such investment as set forth in the Public Funds Investment Act or Exhibit 2 hereof.

ATTACHMENT D

POLICY CONCERNING SELECTION, MONITORING, REVIEW, AND EVALUATION OF PROFESSIONAL CONSULTANTS

SECTION 1. *Purpose.* The purpose of this Policy Concerning Selection, Monitoring, Review, and Evaluation of Professional Consultants is to set guidelines for the Board of Supervisors for Memorial Villages Water Authority (the "*Authority*") concerning its Professional Consultants.

SECTION 2. *Definition of Professional Consultant.* "Professional Consultant" shall include the Authority's attorney, auditor, engineer, financial advisor, and tax assessor and collector and such other consultants other than employees that the Authority may hereafter engage.

SECTION 3. *Selection of Consultants.* Whenever the Board of Supervisors of the Authority decides to solicit the services of one or more of its Professional Consultants, the Board shall request one or more proposals as required by the Professional Services Procurement Act, Section 2254.001 *et seq.*, Government Code, and except where selection of professional consultants is to be conducted by the Board in an open meeting, shall appoint a committee of one or two Supervisors to review any proposals received by the Board, to interview applicants, and to make a recommendation to the entire Board of Supervisors concerning the selection.

SECTION 4. *Monitoring of Professional Consultants.* For those Professional Consultants with annual contracts, the Board of Supervisors of the Authority will review the performance of the Professional Consultants for the prior year at the time the contract is renewed. The Board of Supervisors shall review the performance of its other Professional Consultants, upon the request of one or more Supervisors.

ATTACHMENT E

POLICIES RELATING TO USE OF MANAGEMENT
INFORMATION AND FORMATION OF AN AUDIT COMMITTEE

SECTION 1. *Purpose.* The purpose of this Policy Relating to Use of Management Information and Formation of an Audit Committee for Memorial Villages Water Authority (the "*Authority*") is to provide written policies concerning use of management information.

SECTION 2. Annual *Budget.* Prior to each fiscal year, the Board of Supervisors of the Authority shall adopt an annual budget for the next fiscal year for use in planning and controlling of costs.

SECTION 3. Audit *Committee.* The Authority hereby appoints its Board of Supervisors as an audit committee to review the annual audit prepared by the Authority Auditor.

SECTION 4. *Accounting Standards.* The Authority hereby directs its auditor to adopt uniform auditing reporting requirements that use "Audits of State and Local Governmental Units" as a guide on audit working papers and that uses "Governmental Accounting and Financial Reporting Standards" for final audit reports (subject to the standards for audits prescribed by applicable Texas Natural Resource Conservation Commission Rules).

Exhibit I

RESOLUTION ADOPTING BROKER LIST

WHEREAS, the Board of Supervisors of MEMORIAL VILLAGES WATER AUTHORITY (the "Authority") is required to approve those entities that are authorized to engage in investment transactions with the Authority annually; and

WHEREAS, the Board of Supervisors (the "Board") now wishes to approve those entities;

NOW, THEREFORE, BE IT RESOLVED by the Board that:

1. The Board has reviewed its methods of purchasing investments and hereby adopts the entities on the attached list as those entities that are authorized to engage in investment transactions with the Government Entity.

DATED THIS 6th day of September, 2022.

MEMORIAL VILLAGES WATER AUTHORITY

By: Gary Schenk
Name: Gary Schenk
Title: President

ATTEST:

By: Randolph Ewing
Name: Randolph Ewing
Title: Secretary

APPROVED BROKERS

1. Bank of America
2. Merrill Lynch
3. Wells Fargo Bank, NA
4. Allegiance Bank
5. TexPool
6. TexPool Prime
7. TexStar
8. Central Bank

Exhibit J

CERTIFICATE FOR
ORDER DECLARING UNOPPOSED CANDIDATES ELECTED TO OFFICE

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

We, the undersigned officers of the Board of Supervisors (the "Board") of Memorial Villages Water Authority (the "Authority"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on September 6, 2022, at 8995 Gaylord, Houston, Texas, and the roll was called of the members of the Board, to-wit:

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

All members of the Board were present, except the following: Supervisors Wilson, Roa and Baysal, thus constituting a quorum. Whereupon among other business, the following was transacted at such Meeting: A written

ORDER DECLARING UNOPPOSED CANDIDATES ELECTED TO OFFICE

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following votes:

AYES: 4 NOES: 0

2. A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Board's minutes of such Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public, and public notice of the time, place, and

purpose of such Meeting was given, all as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, both as amended.

SIGNED AND SEALED this September 6, 2022.

Secretary, Board of Supervisors

President, Board of Supervisors

(AUTHORITY SEAL)

515118291

ORDER DECLARING UNOPPOSED CANDIDATES ELECTED TO OFFICE

WHEREAS, Memorial Villages Water Authority (the "Authority") is required to hold a Supervisors Election on the Tuesday after the first Monday in November of even-numbered years for each open position unless the candidate for such position is unopposed; and

WHEREAS, the Board of Supervisors (the "Board") of the Authority has received a certification from the Secretary of the Authority stating that the candidates listed therein are unopposed for election to office and there are no positions where there are opposed candidates for election to office; and

WHEREAS, pursuant to Section 2.053 of the Election Code, upon receipt of the certification, the Board may declare each unopposed candidate elected to office;

IT IS, THEREFORE, ORDERED BY THE BOARD THAT:

1. The Board hereby declares the following unopposed candidates listed in the Secretary's certification elected to the office sought by such candidate:

Name	Office
Gary Schenk	Supervisor – Position 2
Locke Braly	Supervisor – Position 4
Veronica Roa	Supervisor – Position 6
Randolph Ewing	Supervisor – Position 7

2. The Board hereby cancels the election for the position sought by each such candidate. A copy of this order shall be posted on election day at each polling place that would have been used in the election.

3. A certificate of election shall be issued to each candidate declared elected by this Order in the same manner as provided for a candidate elected at the election.

4. The officers of the Board are each authorized to evidence adoption of this Order and directed to do any and all things legal and necessary to carry out the intent hereof.

5. In case any provision in this Order shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

* * *

ORDEN DECLARANDO CANDIDATOS SIN OPOSICION
ELECTOS PARA UNA OFICINA

POR CUANTO, Memorial Villages Water Authority (la "Autoridad") es necesario para mantener una Elección Supervisores en el primer martes de noviembre de cada posición abierta a menos que el candidato a tal cargo no tiene oposición, y

CONSIDERANDO QUE, la Junta de Supervisores (la "Junta") de la Autoridad a recibido una certificación del Secretario de la Autoridad manifestando que los candidatos nombrados están sin oposición para la elección de la oficina; y

CONSIDERANDO QUE, de acuerdo a la Sección 2.053 del Código Electoral, según recibo de la certificación, la Junta puede declarar a cada candidado sin oposición electo para la oficina;

POR LO TANTO, ES ORDENADO POR LA JUNTA QUE:

1. La Junta por este medio declara que los siguientes candidatos sin oposición nombrados en la certificación del Secretario son elegidos para la oficina que solicitaron cada uno de dichos candidatos:

Gary Schenk	Supervisor – Position 2
Locke Braly	Supervisor – Position 4
Veronica Roa	Supervisor – Position 6
Randolph Ewing	Supervisor – Position 7

2. La Junta por este medio cancela la elección para la posición solicitada por cada uno de dichos candidatos. Una copia de esta orden deberá ser colocada el día de la elección en cada una de las casillas electorales que tendrían que haber sido usadas para la elección.

3. Un certificado de elección deberá ser emitido para cada candidato declarado electo por esta Orden del mismo modo como se provee para un candidato electo en una elección.

4. Los oficiales de la Junta están cada uno de ellos, autorizados para dar testimonio de la adopción de esta Orden y ordenar que se haga cualquier cosa legal necesaria para llevar a cabo la intención de la presente.

5. En caso de que cualquier provisión de esta Orden fuera invalidada, ilegal o inejecutable, la validez, legalidad y ejecución del resto de las provisiones no deberá ser, de ningún modo, afectadas o impedidas.

*　　　*　　　*

Chỉ Thị Tuyên Bố Những Ứng Cử Viên Không Có Đối Thủ Được Đắc Cử Chức Vụ

XÉT RẰNG, Làng Memorial nước Authority ("Cơ quan") được yêu cầu phải tổ chức một cơ quan giám sát bầu cử vào thứ ba đầu tiên trong tháng mười cho mỗi vị trí mở trừ khi các ứng cử viên cho vị trí như vậy là không có sự kháng cự, và

Xét Thấy Rằng, Hội Đồng Quản Trị, ("Hội Đồng") của Khu Vực đã nhận được giấy chứng nhận từ Thư Ký của Khu Vực tuyên bố rằng những ứng cử viên được liệt kê dưới đây đã không có đối thủ được đắc cử chức vụ; và

Xét Thấy Rằng, chiếu theo Mục 2.053 của Bộ Luật Bầu Cử, khi nhận được giấy chứng nhận, Hội Đồng có thể tuyên bố mỗi ứng cử viên đã không có đối thủ được đắc cử chức vụ;

Bởi Vậy, Chỉ Thị Bởi Hội Đồng Quản Trị Là:

1. Hội Đồng bằng cách này tuyên bố những ứng cử viên đã không có đối thủ được liệt kê trong giấy chứng nhận của Thư Ký được đắc cử chức vụ đã theo đuổi bởi mỗi ứng cử viên:

Gary Schenk	Supervisor – Position 2
Locke Braly	Supervisor – Position 4
Veronica Roa	Supervisor – Position 6
Randolph Ewing	Supervisor – Position 7

2. Hội Đồng bằng cách này hủy bỏ cuộc bầu cử cho chức vụ đã được đeo đuổi bởi mỗi ứng cử viên. Một bản sao của chỉ thị này sẽ được dán vào ngày bầu cử tại mỗi nơi đáng lẽ được dùng làm nơi bỏ phiếu trong ngày bầu cử.

3. Một giấy chứng nhận bầu cử sẽ được phát hành cho mỗi ứng cử viên có tuyên bố được đắc cử bởi Chỉ Thị này trong cùng một kiểu đã được cung cấp cho một ứng cử viên được đắc cử vào cuộc bầu cử.

4. Hội Đồng Quản Trị được phép xác nhận đề nghị của Chỉ Thị này và cai quản để làm bất cứ và tất cả những việc hợp pháp và cần thiết để thi hành mục đích này.

5. Trong trường hợp bất cứ điều qui định nào trong Chỉ Thị này bị coi là không có hiệu lực, không hợp lệ hoặc không thực hành được, tình trạng có hiệu lực và việc bắt buộc phải thực hành của những điều qui định còn lại sẽ không bị ảnh hưởng tới hoặc làm tổn hại do đó.

命令，宣布自动当选的候选人当选办公室

鉴于，纪念村水务局（以下简称“管理局”）在11月的第一个星期二举行监事选举，为每个打开的位置，除非等位置的候选人自动当选的;

鉴于管理局董事会，监事会（“董事会”）已获得认证管理局指出，所列的候选人自动当选的选举办公室秘书;

鉴于，根据第2.053的选举守则，董事会收到的认证后，可以声明每个自动当选的候选人由选举产生;

因此，IT订购的板：

1。董事会谨此声明如下自动当选的候选人在局长的办公室要求每名该等候选人当选为认证：

姓名职

Gary Schenk	Supervisor – Position 2
Locke Braly	Supervisor – Position 4
Veronica Roa	Supervisor – Position 6
Randolph Ewing	Supervisor – Position 7

2. 董事会谨此取消的位置要求每名该等候选人的选举。在每个投票站的地方，已被用于在选举中，这个命令的副本应在选举日发布。

3。选举应当出具证书向每名候选人宣布当选的候选人在选举中当选本命令在相同的方式提供。

4。董事会的人员是每个授权的证据通过的这项命令，并指示做任何及所有法律和必要的事情来进行本文的意图。

5。情况下，本命令的任何规定，应为无效，非法或不可执行的有效性，合法性和可执行的其余条款不得以任何方式影响或损害。

Exhibit K

MEMORIAL VILLAGES
WATER AUTHORITY

WASTE WATER TREATMENT FACILITY
MONTHLY OPERATING REPORT

FOR : July,2022
PERMIT # TX-0047457

DATE	TIME	TREATMENT FACILITY QUANTITY & QUALITY RESULTS										RAW INFLUENT				RAIN
		TREATED MGD	CBOD mg/l	TSS mg/l	NH3-N mg/l	PH units	CL2 min	CL2 lbs	D.O. min	DE-CL2 max	e-coli GeoMean	BOD mg/l	NH3N mg/l	TSS mg/l	VSS mg/l	TOTAL INCHES
1	07:00	1.121000					1.64	120		0.05						
2	08:00	1.169000					5.67	120		0.07						0.17
3	08:00	1.107000					5.82	100		0.07						
4	08:00	0.866000					5.83	100		0.08						
5	07:00	0.885000	2.00	1.00	0.20	7.00	2.82	100	8.30	0.08	1.11	156.0	26.2	218.0	188.0	
6	07:00	1.108000					2.04	140		0.08						
7	07:00	1.142000	2.50	1.00	0.10	7.30	2.34	120	7.80	0.07	0.30	242.0	27.1	142.0	124.0	
8	07:00	1.142000					1.38	120		0.05						
9	08:00	1.080000					2.01	130		0.03						
10	08:00	0.899000					3.60	100		0.03						
11	07:00	0.891000					1.46	150		0.06						0.19
12	07:00	1.160000	2.70	1.10	0.60	7.20	1.68	140	8.50	0.06	1.23	31.5	19.4	68.0	62.0	
13	07:00	1.137000					1.36	140		0.08						0.03
14	07:00	1.155000	2.00	1.40	0.10	7.40	1.23	140	7.40	0.08	1.48	113.0	27.8	158.0	132.0	
15	07:00	1.437000					1.65	160		0.06						0.22
16	08:00	1.174000					1.16	120		0.06						0.10
17	08:00	0.920000					2.53	100		0.06						
18	07:00	0.745000					1.56	80		0.06						
19	07:00	1.148000	2.00	1.00	0.10	7.40	2.56	140	8.20	0.08	0.30	224.0	31.1	236.0	216.0	
20	07:00	1.013000					1.52	120		0.08						
21	07:00	1.184000	3.60	3.50	0.10	7.40	1.28	140	7.10	0.07	0.90	197.0	26.7	158.0	144.0	
22	07:00	1.133000					1.88	120		0.07						
23	08:00	1.169000					1.86	100		0.03						0.31
24	08:00	0.884000					4.27	100		0.07						
25	07:00	0.870000					2.55	80		0.06						
26	07:00	1.109000	9.30	3.10	0.70	7.10	1.22	120	7.90	0.08	1.32	199.0	31.6	222.0	192.0	
27	07:00	1.104000					1.35	120		0.05						
28	07:00	1.168000	7.30	2.00	0.10	7.00	1.77	160	7.40	0.08	1.63	177.0	28.8	164.0	152.0	0.26
29	07:00	1.316000					1.84	140		0.08						0.51
30	08:00	1.182000					2.80	110		0.03						
31	08:00	1.017000					4.60	110		0.03						
TOTAL		33.435	31.40	14.10	2.00	57.80	75.28	3740	62.60	1.94	8.28	1339.5	220.7	1366.0	1210.0	1.79
AVERAGE		1.079	3.93	1.76	0.25	7.23	2.43	121	7.83	0.06	10.85	167.4	27.6	170.8	151.3	0.22
MAXIMUM		1.437	9.30	3.50	0.70	7.40	5.83	160	8.50	0.08	1.63	242.0	31.6	236.0	216.0	0.51
MINIMUM		0.745	2.00	1.00	0.10	7.00	1.16	80.00	7.10	0.03	0.30	31.50	19.40	68.00	62.00	0.03

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

CHIEF OPERATOR ____________________
Noe Martinez Jr.

GEN. MANAGER ____________________
Trey Cantu

Exhibit L

PERMITTEE NAME / ADDRESS

NAME MEMORIAL VILLAGES WATER AUTHORITY

ADDRESS 8955 GAYLORD

HOUSTON TX, 77024

FACILITY WASTEWATER TREATMENT FACILITY

LOCATION 11 1/2 FARNHAM PARK

HOUSTON TX, 77024

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT

TX 0047457
PERMIT NUMBER

011 A
DISCHARGE NUMBER

MONITORING PERIOD

FROM YEAR/MO/DAY 22/07/01 TO YEAR/MO/DAY 22/07/31

TOTAL FACILITY DISCHARGE

F - FINAL
MAJOR

*** NO DISCHARGE ☐ ***

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO.	FREQUENCY	SAMPLE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS	EX	OF ANALYSIS	TYPE
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******	****	7.10	******	******	(19)	0	2 / WEEK	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	****	4.0 MO MIN	******	******	MG/L		TWICE/ WEEK	GRAB
PH	SAMPLE MEASUREMENT	******	******	****	7.0	******	7.4	(12)	0	2 / WEEK	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		TWICE / WEEK	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	16.67	******	(26)	******	1.76	3.50	(19)	0	2 / WEEK	COMP-6
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	382 30 DA AVG	******	LBS/DAY	******	15 DAILY AVG	40 DAILY MAX	MG/L		TWICE / WEEK	COMP-6
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	2.32	******	(26)	******	0.25	0.70	(19)	0	2 / WEEK	COMP-6
EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	76 30 DA AVG	******	LBS/DAY	******	2 DAILY AVG	10 DAILY MAX	MG/L		TWICE / WEEK	COMP-6
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	10.79	1.437	(03)	******	******	******	****	0	CONT	METER TOTAL
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT DAILY AVG	REPORT DAILY MAX	MGD	******	******	******	****		CONTIN UOUS	TOTALZ
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	******	1,489	(78)	******	******	******	****	0	CONT	METER TOTAL
50050 P 0 0 See Comments Below	PERMIT REQUIREMENT	******	6422 2HR PEAK	GPM	******	******	******	****		CONTIN UOUS	TOTALZ
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	1.334	******	(03)	******	******	******	****	0	CONT	METER TOTAL
50050 P 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	3.05 ANNL AVG	******	MGD	******	******	******	****		CONTIN UOUS	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

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT

TX 0047457
PERMIT NUMBER

011 A
DISCHARGE NUMBER

FROM YEAR/MO/DAY 22/07/01 TO YEAR/MO/DAY 22/07/31

TOTAL FACILITY DISCHARGE

F - FINAL
MAJOR

*** NO DISCHARGE ***

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
CHLORINE, TOTAL RESIDUAL 50060 B 0 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	******	******		******	******	0.08	(19)	0	8/PER DAY	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.099 INST. MAX	MG/L		DAILY	GRAB
CHLORINE, TOTAL RESIDUAL 50060 P 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		1.16	******	******	(19)	0	8/PER DAY	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	1.0 MO MIN	******	******	MG/L		DAILY	GRAB
E.coli 51040 1 0 0	SAMPLE MEASUREMENT					0.88	1.63	(3Z)	0	2 / WEEK	GRAB
	PERMIT REQUIREMENT					63 DAILY AVG	200 DAILY MAX	MPN/100ml		01/07 WEEKLY	GRAB
BOD, CARBONACEOUS 05 DAY, 20 C 80082 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	36.97	******	(26)	******	3.93	9.30	(19)	0	2 / WEEK	COMP - 6
	PERMIT REQUIREMENT	254 30 DA AVG	******	LBS/DAY	******	10 DAILY AVG	25 DAILY MAX	MG/L		TWICE / WEEK	COMP - 6
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

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

MEMORIAL VILLAGES WATER AUTHORITY
FUND BALANCES - INVESTMENT AND BANK ACCOUNTS

Exhibit M

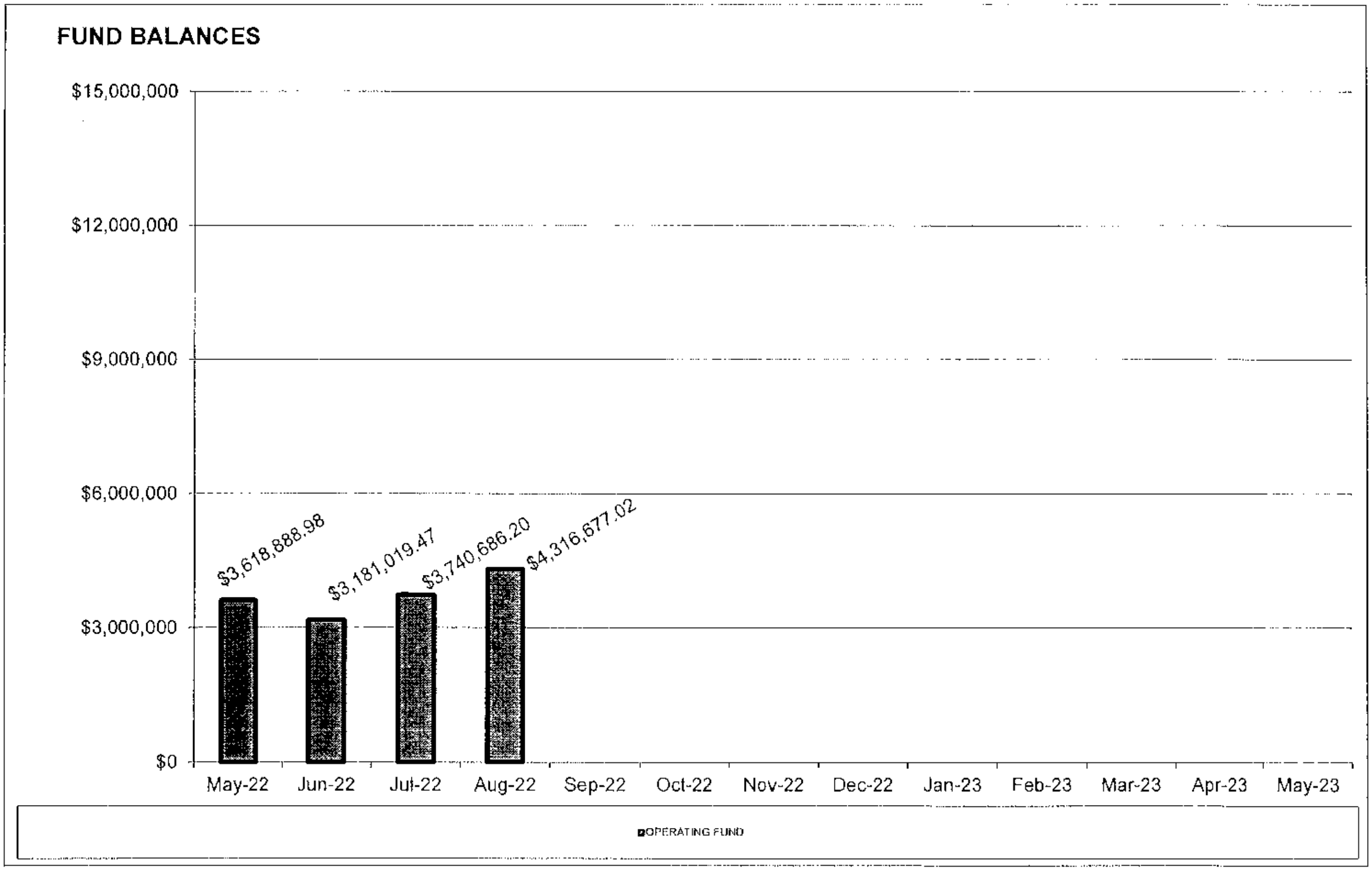
9/1/2022

BANK ACCOUNTS

ACCT. NO.	MVWA FUND NAME	DEPOSITORY	TYPE OF FUND	ACCOUNT VALUE
3542466374	CHECKING - PF	WELLS FARGO	CHECKING	$50,032.62
3542466382	CHECKING - PF PLUS	WELLS FARGO	INT. CHECKING	$1,534,313.44
1004246383	BUSINESS OPERATING	ALLEGIANCE BANK	DEPOSIT/CHECKING	$2,732,330.96
1004246409	BUSINESS CHECKING	ALLEGIANCE BANK	CHECKING	$0.00
			TOTAL VALUE	**$4,316,677.02**

PLEDGED SECURITIES, PAR VALUE, ABOVE FDIC COVERAGE **$2,109,954.61**

MVWA FUND NAME		TOTAL FUND VALUE
OPERATING FUND	TOTAL VALUE	**$4,316,677.02**



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

Exhibit N

Memorial Villages W A
Monthly Tax Office Report
August 31, 2022

Prepared by: Elizabeth Ruiz, Tax Assessor/Collector

A. Current Taxable Value $ 5,811,742,697

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	-	(4,490.30)	(4,490.30)
Adjusted Levy	-	69,756.91	69,756.91
Less Collections Y-T-D	-	27,139.19	27,139.19
Receivable Balance	$ -	$ 42,617.72	$ 42,617.72

C. COLLECTION RECAP:

Current Month:	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Base Tax	$ -	$ 12,822.11	$ 12,822.11
Penalty & Interest	-	5,124.23	5,124.23
Attorney Fees	-	629.72	629.72
Other Fees	-	3.35	3.35
Total Collections	$ -	$ 18,579.41	$ 18,579.41

Year-To-Date:	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Base Tax:	$ -	$ 34,131.36	$ 34,131.36
Penalty & Interest	-	6,638.58	6,638.58
Attorney Fees	-	1,213.69	1,213.69
Other Fees	-	56.91	56.91
Total Collections	$ -	$ 42,040.54	$ 42,040.54
Percent of Adjusted Levy	#DIV/0!		#DIV/0!

MONTHLY TAX OFFICE REPORT
Tax A/R Summary by Year
August 31, 2022

YEAR	BEGINNING BALANCE AS OF 04/30/2022	ADJUSTMENTS	COLLECTIONS	RECEIVABLE BALANCE AS OF 08/31/2022
21	$ 39,586.41	$ (4,687.55)	$ 23,009.39	$ 11,889.47
20	7,195.87	(69.79)	1,229.50	5,896.58
19	5,943.71	(213.38)	1,086.04	4,644.29
18	3,839.05	480.42	798.32	3,521.15
17	2,844.31	-	226.90	2,617.41
16	2,660.26	-	209.35	2,450.91
15	2,363.12	-	206.02	2,157.10
14	2,922.38	-	212.49	2,709.89
13	1,290.83	-	161.18	1,129.65
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
	$ 44,883.56	$ (4,490.30)	$ 27,139.19	$ 42,617.72

Exhibit O

MEMORIAL VILLAGES WATER AUTHORITY
BUDGETED STATEMENT OF REVENUE AND EXPENDITURES
FOR MONTH ENDING JUNE 30, 2022

	MONTH ACTUAL	MONTH BUDGET	MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	%	ANNUAL BUDGET 2022-2023 TOTAL	REMAINING	%
REVENUE SUMMARY										
WATER SALES	446,670	408,333	(38,337)	893,340	816,666	(76,674)	18%	4,899,996	4,006,656	82%
SEWER SALES	126,405	196,250	69,845	252,809	392,500	139,691	11%	2,355,000	2,102,191	89%
LATE PENALTIES	1,814	1,333	(481)	2,922	2,666	(256)	18%	15,996	13,074	82%
COMPLETED TAPS/TAP REVENUES	0	5,750	5,750	0	11,500	11,500	0%	69,000	69,000	100%
MISCELLANEOUS REVENUE	6,465	1,250	(5,215)	7,366	2,500	(4,866)	49%	15,000	7,634	51%
SEWER SERV-BUNKER HILL VILLAGE	0	36,250	36,250	0	72,500	72,500	0%	435,000	435,000	100%
INTEREST EARNED-OPERATING FUND	587	792	205	1,059	1,584	525	11%	9,504	8,445	89%
TAX REVENUE COLLECTED	8,342	129,167	120,825	11,352	258,334	246,982	1%	1,550,004	1,538,652	99%
TOTAL REVENUE	590,283	779,125	188,842	1,168,848	1,558,250	389,402	13%	9,349,500	8,180,652	87%
EXPENSE SUMMARY										
WATER PLANT EXPENSES	344,438	415,114	70,676	836,479	830,228	(6,251)	17%	4,981,368	4,144,889	83%
WATER DISTRIBUTION EXPENSES	22,503	36,871	14,368	60,230	73,742	13,512	14%	442,452	382,222	86%
WWTF EXPENSES	88,448	239,320	150,872	175,289	478,640	303,351	6%	2,871,840	2,696,551	94%
SEWER COLL/LIFT STATONS EXPENSES	12,850	32,272	19,422	26,045	64,544	38,499	7%	387,264	361,219	93%
BILLING & COLLECTION EXPENSES	5,783	5,583	(200)	12,945	11,166	(1,779)	19%	66,996	54,051	81%
G & A EXPENSES	70,880	100,432	29,552	134,330	200,864	66,534	11%	1,205,184	1,070,854	89%
TOTAL EXPENSES	544,902	829,592	284,690	1,245,319	1,659,184	413,865	13%	9,955,104	8,709,785	87%
REVENUE OVER/(UNDER) EXPENDITURES *	45,380	(50,467)	(95,847)	(76,472)	(100,934)	(24,462)	13%	(605,604)	(529,132)	87%

* *Revenue Over "+"/(Under) "-" expenditures differ from Budget*

Budget Note: a "+" positive variance means we are under our budget, a "-" negative variance means we are over our budget.

MEMORIAL VILLAGES WATER AUTHORITY
BUDGETED STATEMENT OF REVENUE AND EXPENDITURES
FOR MONTH ENDING JUNE 30, 2022

	MONTH ACTUAL	MONTH BUDGET	MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	%	ANNUAL BUDGET TOTAL	ANNUAL BUDGET REMAINING	%
REVENUE										
WATER SALES	446,670	408,333	(38,337)	893,340	816,666	(76,674)	18%	4,899,996	4,006,656	82%
SEWER SALES	126,405	196,250	69,845	252,809	392,500	139,691	11%	2,355,000	2,102,191	89%
LATE PENALTIES	1,814	1,333	(481)	2,922	2,666	(256)	18%	15,996	13,074	82%
COMPLETED TAPS/TAP REVENUES	0	5,750	5,750	0	11,500	11,500	0%	69,000	69,000	100%
MISCELLANEOUS REVENUE	6,465	1,250	(5,215)	7,366	2,500	(4,866)	49%	15,000	7,634	51%
SEWER SERV-BUNKER HILL VILLAGE	0	36,250	36,250	0	72,500	72,500	0%	435,000	435,000	100%
INTEREST EARNED-OPERATING FUND	587	792	205	1,059	1,584	525	11%	9,504	8,445	89%
TAX REVENUE COLLECTED	8,342	129,167	120,825	11,352	258,334	246,982	1%	1,550,004	1,538,652	99%
TOTAL REVENUE	**590,283**	**779,125**	**188,842**	**1,168,848**	**1,558,250**	**389,402**	**13%**	**9,349,500**	**8,180,652**	**87%**
WATER PLANT EXPENSES										
WATER PLANT-SALARY & WAGES	10,894.82	12,667.00	1,772.18	21,421.70	25,334.00	3,912.30	14%	152,004	130,582	86%
WATER PLANT- OVERTIME	1,565.14	1,500.00	(65.14)	3,051.33	3,000.00	(51.33)	17%	18,000	14,949	83%
WATER PLANT-VAC. HOLIDAYS ,ETC	6,226.28	5,000.00	(1,226.28)	7,454.00	10,000.00	2,546.00	12%	60,000	52,546	88%
PAYROLL TAX EXP-WP	1,761.95	2,083.00	321.05	3,239.60	4,166.00	926.40	13%	24,996	21,756	87%
OUTSIDE LABOR-WP	0.00	167.00	167.00	0.00	334.00	334.00	0%	2,004	2,004	100%
ENGINEERING EXP-WP	0.00	4,167.00	4,167.00	59,878.24	8,334.00	(51,544.24)	120%	50,004	(9,874)	-20%
MAINTENANCE & REPAIRS-WP	25,992.11	11,667.00	(14,325.11)	39,948.97	23,334.00	(16,614.97)	29%	140,004	100,055	71%
CHEMICALS-WP	8,414.37	3,750.00	(4,664.37)	15,407.96	7,500.00	(7,907.96)	34%	45,000	29,592	66%
UNIFORMS-WP	521.17	525.00	3.83	796.05	1,050.00	253.95	13%	6,300	5,504	87%
POWER & FUEL-WP	4,370.01	16,667.00	12,296.99	23,042.38	33,334.00	10,291.62	12%	200,004	176,962	88%
EQUIPMENT RENTAL-WP	0.00	167.00	167.00	0.00	334.00	334.00	0%	2,004	2,004	100%
INSURANCE-WP	0.00	792.00	792.00	0.00	1,584.00	1,584.00	0%	9,504	9,504	100%
WATER ANALYSIS FEE-WP	264.00	1,250.00	986.00	544.50	2,500.00	1,955.50	4%	15,000	14,456	96%
TRUCK EXPENSE-WP	310.61	375.00	64.39	1,845.98	750.00	(1,095.98)	41%	4,500	2,654	59%
TOOLS-WP	24.97	67.00	42.03	24.97	134.00	109.03	3%	804	779	97%
TELEPHONE EXP/CABLE-WP	723.49	1,667.00	943.51	6,005.77	3,334.00	(2,671.77)	30%	20,004	13,998	70%
EQUIPMENT EXPENSE-WP	190.00	417.00	227.00	190.00	834.00	644.00	4%	5,004	4,814	96%
GROUND WATER CREDITS PURCHASE	26,866.00	19,167.00	(7,699.00)	26,866.00	38,334.00	11,468.00	12%	230,004	203,138	88%
TCEQ INSPECTION FEES-WP	0.00	1,000.00	1,000.00	0.00	2,000.00	2,000.00	0%	12,000	12,000	100%
PURCHASE SURFACE WATER-HOUSTON	247,794.90	220,833.00	(26,961.90)	490,214.90	441,666.00	(48,548.90)	18%	2,649,996	2,159,781	82%
LANDSCAPING-WP	67.76	667.00	599.24	101.01	1,334.00	1,232.99	1%	8,004	7,903	99%
OFFICE FURNITURE & FURNISHING	0.00	42.00	42.00	0.00	84.00	84.00	0%	504	504	100%
VEHICLE EXP. & REIMBURSEMENT	700.00	750.00	50.00	1,050.00	1,500.00	450.00	12%	9,000	7,950	88%
PERMITS - GROUND WATER-WP	0.00	1,417.00	1,417.00	15,600.00	2,834.00	(12,766.00)	92%	17,004	1,404	8%
FREIGHT CHARGES-WP	0.00	42.00	42.00	0.00	84.00	84.00	0%	504	504	100%
MEDICAL EXPENSES-W.P.	0.00	17.00	17.00	0.00	34.00	34.00	0%	204	204	100%
WATER PLANT IMPROVEMENTS	0.00	104,167.00	104,167.00	111,745.60	208,334.00	96,588.40	9%	1,250,004	1,138,258	91%
PURCHASE OF EQUIPMENT-WP	0.00	2,167.00	2,167.00	0.00	4,334.00	4,334.00	0%	26,004	26,004	100%
REPAIR MAINT.BUILDING/GROUNDS	0.00	417.00	417.00	0.00	834.00	834.00	0%	5,004	5,004	100%
SOFTWARE & DATA EXPENSES	7,660.00	1,250.00	(6,410.00)	7,960.20	2,500.00	(5,460.20)	53%	15,000	7,040	47%
MISCELLANEOUS-WP	90.00	250.00	160.00	90.00	500.00	410.00	3%	3,000	2,910	97%
TOTAL WATER PLANT EXPENSES	**344,437.58**	**415,114.00**	**70,676.42**	**836,479.16**	**830,228.00**	**(6,251.16)**	**17%**	**4,981,368**	**4,144,889**	**83%**
WATER DISTRIBUTION EXPENSES										
SALARY & WAGES-WD	12,599.39	19,250.00	6,650.61	28,114.13	38,500.00	10,385.87	12%	231,000	202,886	88%
OVERTIME-WD	1,930.14	2,000.00	69.86	4,163.98	4,000.00	(163.98)	17%	24,000	19,836	83%
PAYROLL TAX EXP-WD	537.81	1,583.00	1,045.19	1,895.58	3,166.00	1,270.42	10%	18,996	17,100	90%
OUTSIDE LABOR-WD	0.00	167.00	167.00	0.00	334.00	334.00	0%	2,004	2,004	100%

MEMORIAL VILLAGES WATER AUTHORITY
BUDGETED STATEMENT OF REVENUE AND EXPENDITURES
FOR MONTH ENDING JUNE 30, 2022

	MONTH ACTUAL	MONTH BUDGET	MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	%	ANNUAL BUDGET TOTAL	ANNUAL BUDGET REMAINING	%
ENGINEERING EXPENSE-WD	551.89	333.00	(218.89)	551.89	666.00	114.11	14%	3,996	3,444	86%
MAINTENANCE & REPAIRS-WD	3,282.00	6,250.00	2,968.00	20,127.47	12,500.00	(7,627.47)	27%	75,000	54,873	73%
CHEMICALS-WD	0.00	42.00	42.00	0.00	84.00	84.00	0%	504	504	100%
EQUIPMENT RENTAL-WD	0.00	67.00	67.00	0.00	134.00	134.00	0%	804	804	100%
INSURANCE-WD	0.00	875.00	875.00	0.00	1,750.00	1,750.00	0%	10,500	10,500	100%
TRUCK EXPENSE-WD	0.00	583.00	583.00	0.00	1,166.00	1,166.00	0%	6,996	6,996	100%
TOOLS-WD	0.00	83.00	83.00	0.00	166.00	166.00	0%	996	996	100%
TELEPHONE EXP.-WD	25.16	21.00	(4.16)	628.10	42.00	(586.10)	249%	252	(376)	-149%
EQUIPMENT EXPENSE-WD	0.00	333.00	333.00	0.00	666.00	666.00	0%	3,996	3,996	100%
VEHICLE EXP. & REIMBURSEMENT	300.00	158.00	(142.00)	450.00	316.00	(134.00)	24%	1,896	1,446	76%
REGULATORY ASSESSMENT FEE-WD	0.00	1,000.00	1,000.00	0.00	2,000.00	2,000.00	0%	12,000	12,000	100%
FREIGHT CHARGES-WD	0.00	42.00	42.00	0.00	84.00	84.00	0%	504	504	100%
PURCHASE OF EQUIPMENT-WD	0.00	3,750.00	3,750.00	0.00	7,500.00	7,500.00	0%	45,000	45,000	100%
TAP COSTS-WATER DIST.	0.00	125.00	125.00	0.00	250.00	250.00	0%	1,500	1,500	100%
SOFTWARE & DATA EXPENSE	0.00	42.00	42.00	761.90	84.00	(677.90)	151%	504	(258)	-51%
MISCELLANEOUS-WD	3,277.05	167.00	(3,110.05)	3,537.35	334.00	(3,203.35)	177%	2,004	(1,533)	-77%
TOTAL WATER DISTRIBUTION EXPENSES	**22,503.44**	**36,871.00**	**14,367.56**	**60,230.40**	**73,742.00**	**13,511.60**	**14%**	**442,452**	**382,222**	**86%**
WWTF EXPENSES										
SALARY & WAGES-WWTF	22,771.73	26,833.00	4,061.27	47,347.55	53,666.00	6,318.45	15%	321,996	274,648	85%
OVERTIME-WWTF	1,565.14	1,500.00	(65.14)	3,520.08	3,000.00	(520.08)	0%	18,000	14,480	80%
VACATIONS, HOLIDAYS, SICK PAY	5,878.08	5,417.00	(461.08)	9,546.58	10,834.00	1,287.42	15%	65,004	55,457	85%
PAYROLL TAX EXPENSE-WWTF	2,168.29	2,500.00	331.71	4,478.54	5,000.00	521.46	15%	30,000	25,521	85%
SECURITY SYSTEM-WWTF	64.95	333.00	268.05	716.00	666.00	(50.00)	18%	3,996	3,280	82%
OUTSIDE LABOR-WWTF	0.00	167.00	167.00	0.00	334.00	334.00	0%	2,004	2,004	100%
ENGINEERING EXPENSE-WWTF	0.00	16,667.00	16,667.00	425.62	33,334.00	32,908.38	0%	200,004	199,578	100%
MAINTANCE & REPAIRS-W.W.T.F.	24,141.63	11,667.00	(12,474.63)	26,669.12	23,334.00	(3,335.12)	19%	140,004	113,335	81%
CHEMICALS-WWTF	10,190.29	7,917.00	(2,273.29)	19,763.66	15,834.00	(3,929.66)	21%	95,004	75,240	79%
UNIFORMS-WWTF	274.88	292.00	17.12	617.63	584.00	(33.63)	18%	3,504	2,886	82%
POWER & FUEL-WWTF	0.00	12,917.00	12,917.00	11,198.41	25,834.00	14,635.59	7%	155,004	143,806	93%
EQUIP RENTAL-WWTF	0.00	250.00	250.00	0.00	500.00	500.00	0%	3,000	3,000	100%
INSURANCE-WWTF	0.00	917.00	917.00	0.00	1,834.00	1,834.00	0%	11,004	11,004	100%
SEWER ANALYSIS FEE-WWTF	0.00	2,500.00	2,500.00	2,622.00	5,000.00	2,378.00	9%	30,000	27,378	91%
TRUCK EXPENSE-WWTF	247.80	833.00	585.20	1,165.34	1,666.00	500.66	12%	9,996	8,831	88%
TOOLS-WWTF	0.00	125.00	125.00	0.00	250.00	250.00	0%	1,500	1,500	100%
TELEPHONE/CABLE EXP.-WWTF	555.71	917.00	361.29	2,749.21	1,834.00	(915.21)	25%	11,004	8,255	75%
EQUIPMENT EXPENSE-WWTF	0.00	167.00	167.00	0.00	334.00	334.00	0%	2,004	2,004	100%
TCEQ INSPECTION FEE-WWTF	0.00	1,750.00	1,750.00	0.00	3,500.00	3,500.00	0%	21,000	21,000	100%
LANDSCAPING-WWTF	0.00	50.00	50.00	0.00	100.00	100.00	0%	600	600	100%
OFFICE FURNITURE/FURNISHING	0.00	83.00	83.00	0.00	166.00	166.00	0%	996	996	100%
SLUDGE DISPOSAL FEE-WWTF	19,642.69	18,333.00	(1,309.69)	43,027.54	36,666.00	(6,361.54)	20%	219,996	176,968	80%
OFFICE SUPPLIES-WWTF	231.39	333.00	101.61	426.11	666.00	239.89	11%	3,996	3,570	89%
FREIGHT CHARGES-WWTF	0.00	42.00	42.00	0.00	84.00	84.00	0%	504	504	100%
MEDICAL EXPENSE-WWTF	0.00	42.00	42.00	0.00	84.00	84.00	0%	504	504	100%
WWTF & TRUNK LINE IMPROVEMENTS	0.00	104,167.00	104,167.00	0.00	208,334.00	208,334.00	0%	1,250,004	1,250,004	100%
PURCHASE OF EQUIPMENT-WWTF	0.00	17,917.00	17,917.00	0.00	35,834.00	35,834.00	0%	215,004	215,004	100%
REPAIRS BUILDING/GROUNDS-WWTF	640.20	2,917.00	2,276.80	640.20	5,834.00	5,193.80	2%	35,004	34,364	98%
SOFTWARE & DATA EXPENSE	75.00	1,667.00	1,592.00	375.20	3,334.00	2,958.80	2%	20,004	19,629	98%
MISCELLANEOUS-WWTF	0.00	100.00	100.00	0.00	200.00	200.00	0%	1,200	1,200	100%
TOTAL WWTF EXPENSES	**88,447.78**	**239,320.00**	**150,872.22**	**175,288.79**	**478,640.00**	**303,351.21**	**6%**	**2,871,840**	**2,696,551**	**94%**

MEMORIAL VILLAGES WATER AUTHORITY
BUDGETED STATEMENT OF REVENUE AND EXPENDITURES
FOR MONTH ENDING JUNE 30, 2022

	MONTH ACTUAL	MONTH BUDGET	MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	%	ANNUAL BUDGET TOTAL	REMAINING	%
SEWER COLLECTIONS/LIFT STATONS EXPENSES										
SALARY & WAGES-SC	8,076.90	9,750.00	1,673.10	17,309.26	19,500.00	2,190.74	15%	117,000	99,691	85%
OVERTIME-SC	1,565.14	1,500.00	(65.14)	3,051.33	3,000.00	(51.33)	17%	18,000	14,949	83%
PAYROLL TAX EXPENSE-SC	737.61	1,167.00	429.39	1,298.05	2,334.00	1,035.95	9%	14,004	12,706	91%
OUTSIDE LABOR-SC	0.00	167.00	167.00	0.00	334.00	334.00	0%	2,004	2,004	100%
ENGINEERING EXPENSE-SC	0.00	1,000.00	1,000.00	0.00	2,000.00	2,000.00	0%	12,000	12,000	100%
MAINTENANCE & REPAIRS-SC	112.19	2,500.00	2,387.81	112.19	5,000.00	4,887.81	0%	30,000	29,888	100%
CHEMICALS-WWTF	2,282.35	167.00	(2,115.35)	2,282.35	334.00	(1,948.35)	114%	2,004	(278)	-14%
POWER & FUEL-SC	0.00	667.00	667.00	588.86	1,334.00	745.14	7%	8,004	7,415	93%
EQUIPMENT RENTAL-SC	0.00	333.00	333.00	0.00	666.00	666.00	0%	3,996	3,996	100%
INSURANCE-SC	0.00	1,083.00	1,083.00	0.00	2,166.00	2,166.00	0%	12,996	12,996	100%
TRUCK EXPENSE-SC	0.00	667.00	667.00	0.00	1,334.00	1,334.00	0%	8,004	8,004	100%
TOOLS-SC	0.00	42.00	42.00	0.00	84.00	84.00	0%	504	504	100%
TELEPHONE/CABLE EXP.-SC	76.20	292.00	215.80	1,102.98	584.00	(518.98)	31%	3,504	2,401	69%
EQUIPMENT EXPENSE-SC	0.00	833.00	833.00	0.00	1,666.00	1,666.00	0%	9,996	9,996	100%
LANDSCAPING-SC	0.00	17.00	17.00	0.00	34.00	34.00	0%	204	204	100%
REGULATORY ASSESSMENT FEE-SC	0.00	1,000.00	1,000.00	0.00	2,000.00	2,000.00	0%	12,000	12,000	100%
FREIGHT CHARGE-SC	0.00	20.00	20.00	0.00	40.00	40.00	0%	240	240	100%
SEWER COLLECTION IMPROVEMENTS	0.00	6,667.00	6,667.00	0.00	13,334.00	13,334.00	0%	80,004	80,004	100%
PURCHASE OF EQUIPMENTS-SC	0.00	4,167.00	4,167.00	0.00	8,334.00	8,334.00	0%	50,004	50,004	100%
REPAIRS TO BUILDING/GROUNDS	0.00	50.00	50.00	0.00	100.00	100.00	0%	600	600	100%
SOFTWARE & DATA EXPENSE	0.00	133.00	133.00	300.17	266.00	(34.17)	19%	1,596	1,296	81%
MISCELLANEOUS EXP.-SC	0.00	50.00	50.00	0.00	100.00	100.00	0%	600	600	100%
TOTAL SEWER COLLECTIONS/LIFT STATONS EXPENSES	**12,850.39**	**32,272.00**	**19,421.61**	**26,045.19**	**64,544.00**	**38,498.81**	**7%**	**387,264**	**361,219**	**93%**
BILLING & COLLECTION EXPENSES										
SALARIES & WAGES-METER READERS/BILLING	1,846.32	250.00	(1,596.32)	4,528.34	500.00	(4,028.34)	151%	3,000	(1,528)	-51%
OVERTIME-METER READERS	952.64	500.00	(452.64)	952.64	1,000.00	47.36	16%	6,000	5,047	84%
OUTSIDE LABOR-BILIING/COLLECT.	0.00	83.00	83.00	0.00	166.00	166.00	0%	996	996	100%
COMPUTER BILLING-U/B	2,983.81	4,167.00	1,183.19	7,164.15	8,334.00	1,169.85	14%	50,004	42,840	86%
BAD DEBT EXPENSE-U/B	0.00		0.00	0.00	0.00	0.00	0%	0	0	
PURCHASE OF EQUIPMENT-U/B	0.00	333.00	333.00	0.00	666.00	666.00	0%	3,996	3,996	100%
SOFTWARE & DATA EXPENSE	0.00	250.00	250.00	300.20	500.00	199.80	10%	3,000	2,700	90%
TOTAL BILLING & COLLECTION EXPENSES	**5,782.77**	**5,583.00**	**(199.77)**	**12,945.33**	**11,166.00**	**(1,779.33)**	**19%**	**66,996**	**54,051**	**81%**
G & A EXPENSES										
SALARIES & WAGES-MANAGER	11,327.04	12,500.00	1,172.96	22,346.08	25,000.00	2,653.92	15%	150,000	127,654	85%
SALARIES & WAGES-OFFICE STAFF	16,167.62	16,667.00	499.38	34,573.63	33,334.00	(1,239.63)	17%	200,004	165,430	83%
VAC., HOLIDAYS & ETC-G&A	2,743.37	3,333.00	589.63	5,181.49	6,666.00	1,484.51	13%	39,996	34,815	87%
PAYROLL TAX EXPENSE-G&A	2,453.12	3,333.00	879.88	5,171.58	6,666.00	1,494.42	13%	39,996	34,824	87%
SECURITY SYSTEM-G&A-OFFICE	0.00	417.00	417.00	936.33	834.00	(102.33)	19%	5,004	4,068	81%
OUTSIDE LABOR-G&A	0.00	167.00	167.00	0.00	334.00	334.00	0%	2,004	2,004	100%
ENG./ARCHITECTS FEES-G&A	0.00	667.00	667.00	2,063.62	1,334.00	(729.62)	26%	8,004	5,940	74%
POWER & FUEL-G&A	333.00	333.00	0.00	633.00	666.00	33.00	16%	3,996	3,363	84%
INSURANCE-G&A	0.00	333.00	333.00	0.00	666.00	666.00	0%	3,996	3,996	100%
TELEPHONE EXPENSE-G&A	686.39	1,333.00	646.61	2,460.86	2,666.00	205.14	15%	15,996	13,535	85%
OFFICE EQUIP. REPAIRS MAINT.	79.47	125.00	45.53	79.47	250.00	170.53	5%	1,500	1,421	95%
OFF. FURNITURE/FURNISHING-G&A	0.00	125.00	125.00	0.00	250.00	250.00	0%	1,500	1,500	100%
VEHICLE EXP. & REIMBURSEMENT	1,202.00	750.00	(452.00)	3,106.00	1,500.00	(1,606.00)	35%	9,000	5,894	65%

MEMORIAL VILLAGES WATER AUTHORITY
BUDGETED STATEMENT OF REVENUE AND EXPENDITURES
FOR MONTH ENDING JUNE 30, 2022

	MONTH ACTUAL	MONTH BUDGET	MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	%	ANNUAL BUDGET TOTAL	ANNUAL BUDGET REMAINING	%
OFFICE SUPPLIES-G&A	924.20	667.00	(257.20)	2,182.17	1,334.00	(848.17)	27%	8,004	5,822	73%
FREIGHT-G&A	0.00	25.00	25.00	0.00	50.00	50.00	0%	300	300	100%
MEDICAL EXP.-G&A	0.00	5.00	5.00	0.00	10.00	10.00	0%	60	60	100%
POSTAGE-G&A	200.00	250.00	50.00	529.61	500.00	(29.61)	18%	3,000	2,470	82%
PUBLIC NOTICES EXP	0.00	100.00	100.00	0.00	200.00	200.00	0%	1,200	1,200	100%
PURCHASE OF EQUIPMENT-G&A	0.00	42.00	42.00	0.00	84.00	84.00	0%	504	504	100%
HARRIS CO. APPRAISAL DISTRICT	0.00	1,000.00	1,000.00	2,756.00	2,000.00	(756.00)	23%	12,000	9,244	77%
TAX COLLECTION EXP. (SBISD)	0.00	2,000.00	2,000.00	0.00	4,000.00	4,000.00	0%	24,000	24,000	100%
ACCOUNTING & AUDITING	0.00	917.00	917.00	0.00	1,834.00	1,834.00	0%	11,004	11,004	100%
LEGAL & CONTINGENCIES FEES-G&A	12,594.93	5,417.00	(7,177.93)	22,512.86	10,834.00	(11,678.86)	35%	65,004	42,491	65%
EMPLOYEES GROUP INS. PREM. EXP	0.00	29,167.00	29,167.00	0.00	58,334.00	58,334.00	0%	350,004	350,004	100%
EMPLOYERS CONTRIBUTION PENSION	9,636.17	10,417.00	780.83	9,636.17	20,834.00	11,197.83	8%	125,004	115,368	92%
BANKING FEES	872.44	1,333.00	460.56	1,849.82	2,666.00	816.18	12%	15,996	14,146	88%
DUES, SUBSCRIPTION,SCHOOL-G&A	0.00	250.00	250.00	0.00	500.00	500.00	0%	3,000	3,000	100%
SUPERVISOR COMPENSATION-G&A	1,650.00	1,700.00	50.00	3,900.00	3,400.00	(500.00)	19%	20,400	16,500	81%
SUPERVISORS EXPENSES-G&A	390.62	292.00	(98.62)	621.45	584.00	(37.45)	18%	3,504	2,883	82%
REPAIRS/MAINT-435 PINEY PT.	422.43	4,167.00	3,744.57	620.43	8,334.00	7,713.57	1%	50,004	49,384	99%
REPAIRS & MAINT-OFFICE BLDG.	0.00	167.00	167.00	0.00	334.00	334.00	0%	2,004	2,004	100%
SOFTWARE & DATA EXPENSE	9,002.86	2,083.00	(6,919.86)	12,975.06	4,166.00	(8,809.06)	52%	24,996	12,021	48%
MISCELLANEOUS-G&A	194.72	350.00	155.28	194.72	700.00	505.28	5%	4,200	4,005	95%
TOTAL G & A EXPENSES	**70,880.38**	**100,432.00**	**29,551.62**	**134,330.35**	**200,864.00**	**66,533.65**	**11%**	**1,205,184**	**1,070,854**	**89%**
TOTAL EXPENSES	**544,902.34**	**829,592.00**	**284,689.66**	**1,245,319.22**	**1,659,184.00**	**413,864.78**	**13%**	**9,955,104**	**8,709,785**	**87%**
REVENUE OVER/(UNDER) EXPENDITURES	**45,380.40**	**(50,467.00)**	**(95,847.40)**	**(76,471.72)**	**(100,934.00)**	**(24,462.29)**	**13%**	**(605,604)**	**(529,132)**	**87%**

MEMORIAL VILLAGES WATER AUTHORITY

CHECK REGISTER

FOR CHECKS DATED AUGUST 6, 2022 TO AUGUST 18, 2022

CHECK #	DATE	PAYEE	AMOUNT	INVOICE DATE	INOVICE/CM #	DESCRIPTION	AMT PAID
ACH	8/16/22	COMCAST	788.27	7/26/22	COMC3886-AUGUST 2022	INTERNET & PHONE FOR GAYLORD	788.27
ACH	8/18/22	COMCAST	234.93	7/28/22	COMC 9607-AUG 22	435 PINEY POINT RD INTERNET & VOICE	234.93
6377	8/18/22	AVR INC	1,634.90	7/31/22	040339	PRORATED MONTHLY SERVICE FEE	177.50
6377	8/18/22	AVR INC	1,634.90	7/31/22	040298	CLOUD BASED UTILITY BILLING SOFTWARE FEE	1,457.40
6378	8/18/22	CAVALLO ENERGY TEXAS LLC	35,609.73	8/8/22	07.08.22-08.08.22	POWER USAGE - WP/WWTF/SC	35,609.73
6379	8/18/22	CHLORINATOR MAINT. CO., INC.	145.75	8/9/22	42835	TUBING AND FITTINGS AT GAYLORD PLANT	145.75
6380	8/18/22	CINTAS	636.84	7/7/22	4124643519	UNIFORMS-WWTF	68.72
				7/7/22	4124629181	UNIFORMS-WP	90.49
				7/13/22	4125276550	UNIFORMS-WP	90.49
				7/14/22	4125379281	UNIFORMS-WWTF	68.72
				7/20/22	4125912472	UNIFORMS-WP	90.49
				7/21/22	4126056898	UNIFORMS-WWTF	68.72
				7/27/22	4126633080	UNIFORMS-WP	90.49
				7/28/22	4126766325	UNIFORMS-WWTF	68.72
6381	8/18/22	CITY OF HOUSTON HEALTH DEPT.	264.00	7/25/22	90026076	WATER SAMPLES	264.00
6382	8/18/22	DEPART OF STATE HEALTH SERVICES	590.45	8/2/22	080222	WATER SAMPLES	590.45
6383	8/18/22	DXI INDUSTRIES, INC.	12,156.16	7/20/22	055013663-22	10-CHLORINE, 150# CYL	1,696.60
				7/20/22	055013662-22	10-CHLORINE, 150# CYL	1,696.60
				7/28/22	055014625-22	2-CHLORINE, 2000#	4,046.80
				7/29/22	055014641-22	10-CHLORINE 150#, CYL	1,696.60
				7/31/22	DE05006855-22	DEMURRAGE CHG. FOR JULY	305.00
				8/5/22	055014642-22	10-CHLORINE, 150# CYL	1,696.60
				8/5/22	055014643-22	6-CHLORINE, 150#, CYL	1,017.96
6384	8/18/22	EASTEX ENVIRONMENTAL LABORATORY	1,708.00	8/2/22	C22H253	SEWER ANALYSIS FEES	1,708.00
6385	8/18/22	EVA L. MIRELES	491.78	8/4/22	A08.04.22	READY FRESH ANNUAL FEE FOR MAINTENANCE	59.00
				8/4/22	Amz9827	WATER DISPENSER FOR THE OFFICE	167.78
				8/5/22	08.02.22-08.05.22	MILEAGE REIMB. 08.02.22-08.05.22	234.00
				8/11/22	RF Aug 22	3-5G OF DRINKING WATER FOR THE OFFICE - MONTHLY SUBSCRIPTION	31.00
6386	8/18/22	WEX BANK	2,328.66	8/6/22	82885788	WP/WWTF TRUCKS FUEL	2,328.66
6387	8/18/22	HACH COMPANY	1,035.70	8/3/22	13176899	12-25PC FREE CHLORINE	401.36
				8/5/22	13181232	2-REPLACEMENT SAMPLE CUP	60.14
				8/9/22	13185602	22-TOTAL CHLORINE CHEMKEY REAGENTS	574.20
6388	8/18/22	HEALTHINVEST HRA	65.46	8/5/22	JULY 2022	MONTHLY FEES JULY 2022 EMPLOYER ID-YD20389	65.46
6389	8/18/22	HOME DEPOT CREDIT SERVICES	847.80	7/12/22	4611140	EPOXY AND LATEX BRUSH	50.46
				7/18/22	8900479	GE INLINE FRIDGE FILTRATION SYSTEM	45.98
				7/19/22	7044790	TORCH AND MEASURING TAPE	56.71
				7/19/22	7044791	WAX RING, KWIK SEAL FOR GAYLORD RESTROOM REPAIRS	26.73
				7/20/22	6513597	PINEY PT WELL PUMPS REPAIR SUPPLIES	69.43
				7/28/22	8214289	SMALL AC UNIT FOR DOWNSTAIRS @ WWTP	598.49
6390	8/18/22	J & T AUTOMOTIVE	2,603.87	7/1/22	26959	REPAIRS TO UNIT #8 2017 RAM LIC #1301120 AC WORK, BRAKE SERVICE, WINDSHIELD REPLACED PER AUTO RO#26959	2,603.87
6391	8/18/22	NAMAN HOWELL SMITH & LEE, PLLC	5,000.00	8/4/22	080422	BANK LEGAL FEES AS REQ. FOR $3M LOAN DOCUMENTS	5,000.00
6392	8/18/22	PURIFY	669.78	7/31/22	141295739822	2 - 100# BUCKETS OF CAL HYPO	669.78
6393	8/18/22	QUADIENT LEASING USA, INC.	329.61	8/1/22	N 9521387	POSTAGE METER LEASE Q4-2022	329.61
6394	8/18/22	QUILL CORPORATION	363.82	8/2/22	26757440	PENS, PAPER AND TISSUE PAPER	239.83
				8/3/22	26783479	MULTIPURPOSE PAPER	123.99
6395	8/18/22	TEXAS EXCAVATION	252.70	7/31/22	2213829	TEXAS 811 JULY 2022 MESSAGE FEES	252.70
6396	8/18/22	TX INDUSTRIAL CONTROL MFG.	1,480.00	8/4/22	7029	CONTROL WIRING AT CREEKSIDE WATER PLANT	1,480.00
6397	8/18/22	TREY CANTU	274.59	8/15/22	Trey Reimb 08.15.22	BM MEETING EXPENSES	274.59
6398	8/18/22	TX CHILD SUPPORT SDU	252.00	8/14/22	08.14.22 CS	REMIT #00138817852019316 65 CASE #0013881785 - CMS ORDER #201931665	252.00
6399	8/18/22	WM CORPORATE SERVICES, INC	5,660.99	8/1/22	441928200118	SLUDGE DISPOSAL 7/16-31/22-WWTP	5,660.99
6400	8/18/22	WATER UTILITY SERVICES, INC.	3,061.25	7/28/22	72957	GAYLORD WP/PINEY POINT WP/CREEKSIDE WP	3,061.25
ACH	8/18/22	UNITED STATES TREASURY	15,271.61	8/15/22	PD8.18.22	PAYROLL TAX LIABILITIES	15,271.61
Total			$ 95,393.55				$ 93,758.65
		ACH	16,294.81				
		CHECKS	79,098.74				
			$ 95,393.55				

MEMORIAL VILLAGES WATER AUTHORITY

CHECK REGISTER

FOR CHECKS DATED AUGUST 19, 2022 TO SEPTEMBER 1, 2022

CHECK #	DATE	PAYEE	AMOUNT	INVOICE DATE	INOVICE/CM #	DESCRIPTION	AMT PAID
ACH	8/22/22	COMCAST	51.05	8/3/22	COMC 4104-AUG22	COMCAST INTERNET & PHONE	51.05
ACH	8/28/22	MUTUAL OF AMERICA	500.00	8/28/22	457P2 Aug 22	457 PLAN FOR PAYROLL ENDING 08.28.22	500.00
ACH	8/29/22	COMCAST	1,006.41	7/15/22	COMC #4757 JULY 22	BUSINESS VOICE EDGE, DIRECTORY LISTING, LINES, POLYCOM & VOICE GATEWAY	1,006.41
ACH	8/30/22	MUTUAL OF AMERICA	9,373.13	8/29/22	401(a)Aug22	401(A) ER CONTRIBUTIONS FOR EE-MONTH OF AUGUST 2022	9,373.13
ACH	8/30/22	SAGE SOFTWARE, INC.	360.00	8/26/22	1007348085	SAGE CLOUD-BASED UPGRADE FOR MULTIUSER	360.00
ACH	9/1/22	UNITED STATES TREASURY	17,389.53	8/29/22	PD08.29.22	FEDERAL AND EE & ER FICA TAX FOR PAYROLL ENDING 08.29.22	17,389.53
ACH	9/1/22	COMCAST	1,010.04	8/15/22	153155871	BUSINESS VOICE EDGE, DIRECTORY LISTING, LINES, POLYCOM & VOICE GATEWAY	1,010.04
6401	9/1/22	ARS RESCUE ROOTER	5,396.26	8/4/22	9005810	COMMERCIAL HVAC REPAIR	5,396.26
6402	9/1/22	AVR INC	3,147.32	7/31/22	041091	USCAN	255.00
				8/22/22	041183	MONTHLY UTILITY BILLING	2,892.32
6403	9/1/22	BIO-AQUATIC TESTING, INC.	895.00	8/24/22	60853	WATER TESTING-WWTF	895.00
6404	9/1/22	BROOKSIDE EQUIPMENT SALES, INC	311.45	8/19/22	IW61672	REPAIR PARTS FOR ECHO BLOWER	311.45
6405	9/1/22	CAVALLO ENERGY TEXAS LLC	5,161.46	8/15/22	222290018020750	GAYLORD ELECTRICITY	5,161.46
6406	9/1/22	CENTERPOINT ENERGY	396.90	8/29/22	CP#4970-August	PINEY POINT WP-GAS USAGE ACCT#4018497-0	36.35
				8/29/22	CP#7113_August	PINEY POINT WP-GAS USAGE ACCT#4018492-1	51.48
				8/29/22	CP#4921-August	CREEKSIDE WP-GAS USAGE ACCT#6401987711-3	284.03
				8/29/22	CP#7072-August	GAYLORD-GAS USAGE ACCT #40187072	25.04
6407	9/1/22	CITY OF HOUSTON	257,208.98	7/31/22	JULY 2022	PURCHASE OF SURFACEWATER FROM COH	257,208.98
6408	9/1/22	DXI INDUSTRIES, INC.	3,393.20	8/19/22	055015708-22	10-150# CYL CHLORINE-8955 GAYLORD & CREEKSIDE	1,696.60
				8/19/22	055015707-22	10-150# CYL CHLORINE-435 PINEY PT	1,696.60
6409	9/1/22	EVA L. MIRELES	309.00	8/19/22	Eva Miles 08.19.22	EVA'S MILEAGE REIMB 08.15.22-08.19.22	234.00
				9/1/22	Eva's Reimb_09.01.22	EVA'S CELL PHONE REIMB FOR MONTH OF SEPT	75.00
6410	9/1/22	FRASIER HOMES, LLC	50.06	8/22/22	5793	ACCT#01-04-01010-08 METER DEPOSIT 5793 DEP $100.00 - SPRINKLER $17.50 -WATER $32.44=50.06	50.06
6411	9/1/22	GRAINGER	830.20	8/16/22	9412793318	REPAIR PARTS-GAUGE, VACUUM	343.32
				8/16/22	9412793326	HANDHELD SPRAYER 3 GAL	486.88
6412	9/1/22	HARRIS COUNTY APPRAISAL DISTRI	2,795.00	8/17/22	PSI22002456	4TH QTR ASSESSMENT	2,795.00
6413	9/1/22	IMAGE COMMUNICATION	109.85	8/20/22	082938	SERVICE, SUPPLIES & MAINTENANCE FOR OFFICE COPIER	109.85
6414	9/1/22	LEON W. LEVANDOWSKI, JR.	1,369.49	8/26/22	W03206	DITCH WITCH-HAMMER HEAD MOLE INSTALLATION	869.49
				9/1/22	Leon Reimb_09.01.22	LEON'S VEHICLE REIMBURSEMENT	500.00
6415	9/1/22	NOE MARTINEZ, JR.	470.05	8/29/22	Amz08.29.22	EQUIPMENT TOOLS FOR WWTP/2 REPLACEMENT TIMER RELAYS FOR #3 BLOWERS	470.05
6416	9/1/22	NEIL TECHNICAL SERVICES, CORP.	4,289.00	8/24/22	112271	WIRING REPAIR PUMP #2	4,289.00
6417	9/1/22	NORTON ROSE FULBRIGHT US LLP	18,693.26	8/29/22	9495381646	LEGAL FEES & SERVICES TO 08.29.2022	18,693.26
6418	9/1/22	PRESCOTT CONTROL SOLUTIONS	800.00	8/25/22	12012	ANNUAL CALIBRATION OF THE MVWA-WWTP EFFLUENT FLOW METERS ON 08.16.22	800.00
6419	9/1/22	PURIFY	334.89	6/15/22	141295735973	4 - BUCKETS OF HTH---WWTP	334.89
6420	9/1/22	QUILL CORPORATION	203.99	8/23/22	27244080	HP 64A BLACK CARTRIDGE FOR THE OFFICE	203.99
6421	9/1/22	RICHARD M.. CULVER	350.00	8/17/22	Course08.17.22	CONTINUING EDUCATION-WP	350.00
6422	9/1/22	BOBBY SALAZAR	580.00	8/29/22	Bobby Reimb 08.26.22	VEHICLE WINDOW TINT UNITS 8 & 17	580.00
6423	9/1/22	SPEEDY PRINTING, KTF INC.	73.41	8/22/22	67155	500 DAILY REPORTS COPIES	73.41
6424	9/1/22	TEXAS PRIDE DISPOSAL	78.22	8/22/22	001011827	GAYLORD TRASH DISPOSAL	78.22
6425	9/1/22	THREE L	2,143.05	8/23/22	798714	GALS ON ROAD DISEL GAYLORD OFFICE	2,143.05
6426	9/1/22	TREY CANTU	882.46	8/29/22	Trey Reim_08.29.22	ONLINE TRAINING COURSE/OFFICE HEADSET FROM OFFICE DEPOT	307.46
				9/1/22	Trey Reimb 9.1.22	TREY CANTU -VEHICLE REIMB FOR SEPT/TREY CANTU - CELL PHONE REIMB FOR SEPT	575.00
						REMIT #0013881785201931665	
6427	9/1/22	TX CHILD SUPPORT SDU	252.00	8/28/22	08.28.22	CASE #0013881785 -CMSORDER #201931665	252.00
6428	9/1/22	VILLAGES MUTUAL INS. COOPERATI	31,713.97	9/1/22	Sept 2022	EMPLOYEE MEDICAL, DENTAL, VISION & LIFE INS. SEPTEMBER 2022	31,713.97
6429	9/1/22	WM CORPORATE SERVICES, INC	5,760.74	8/16/22	4421056600112	SLUDGE DISPOSAL FEE-WWTF	5,760.74
6430	9/1/22	WATER UTILITY SERVICES, INC.	2,962.50	8/24/22	73412	LAS	2,962.50
6431	9/1/22	WORLDWIDE POWER PRODUCTS	5,038.53	8/1/22	Q-062343	PARTS & MATERIALS FOR GENERATOR AT 11 FARNHAM PARK	5,038.53
Total			$ 385,690.40				$ 385,690.40
		ACH	29,690.16				
		CHECKS	356,000.24				
			$ 385,690.40				