

MINUTES OF MEETING OF BOARD OF SUPERVISORS
DECEMBER 6, 2022

THE STATE OF TEXAS
COUNTY OF HARRIS
MEMORIAL VILLAGES WATER AUTHORITY

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The Board of Supervisors (the "Board") of Memorial Villages Water Authority (the "Authority") met in regular session, open to the public, on December 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 Ewing and Roa, 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 (by teleconference) and Ms. Kaity Malck of Norton Rose Fulbright US LLP ("NRF"), Attorneys for the Authority; Ms. Jean Durdin, Authority resident; Mr. Erik Silvey of Erosion Control Systems; Ms. Jackie Spurling of Stanley Spurling and Hamilton Inc.; Mr. Charlie Fote, Mr. Sudip Guha, and Mr. Erick Blankenship of Satterfield & Pontikes Construction, Inc.; Ms. Kristina Fox with Texas County & District Retirement System; and Ms. Andrea Herman, Authority resident.

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

1. **Public Comments.** There were no public comments.
2. **Presentation from the Texas County & District Retirement System TCDRS, discuss and take any action necessary.** Mr. Cantu introduced Ms. Fox to the Board. He stated that Ms. Fox will be presenting information on an alternate retirement plan for the employees of the Authority. Ms. Fox presented to and reviewed with the Board information on the Texas County & District Retirement System, a copy of which is here to attached as Exhibit "B." She stated that under this program employees must contribute from 4% to 7% of their monthly earnings to their retirement account, and the Authority will match their contribution dollar for dollar up to \$2.50 per dollar at the employee's retirement. Extensive discussion ensued. It was the consensus of the Board to further discuss this topic at the next meeting.

3. **Approve minutes of the November 1, 2022 regular meeting.** Proposed minutes of the November 1, 2022 meeting, previously distributed to the Board, were submitted for consideration and approval. Upon motion by Supervisor Wilson, seconded by Supervisor Braly, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the November 1, 2022 regular meeting, as presented.

4. **Consideration to approve Temporary Access Easement and Construction and Indemnification Agreement for 10 Farnham Park.** Mr. Cantu stated that this request from Ms. Jean Durdin of 10 Farnham Park was brought to the Board for review in 2021. He stated that since then, the Authority's attorney prepared a Temporary Access Easement and Construction and Indemnification Agreement which was approved by the Board. He said the agreement being presented to the Board, a copy of which is attached hereto as Exhibit "C," includes proposed changes to the Agreement from Ms. Durdin's attorney and Satterfield & Pontikes Construction, Inc., Ms. Durdin's construction company. The President asked Ms. Durdin and her consultants present in the audience if they wished to address the Board. Mr. Fote explained that he did not want his company to be responsible for pre-existing conditions on the Authority's property. Extensive discussion ensued regarding the agreement. Upon motion by Supervisor Wilson, seconded by Supervisor Braly, after full discussion and the question being put to the Board, the Board voted 4-1 with Supervisor Baysal abstaining, to approve the Temporary Access Easement and Construction and Indemnification Agreement as presented, with such further changes as are consistent with the discussion at the meeting as determined by the President and Authority counsel.

5. **Approve Resolution Setting Regular Meeting Date, Time, and Location.** Mr. Cantu presented to and reviewed with the Board the Resolution Setting Regular Meeting Date, Time and Location, a copy of which is hereto attached as Exhibit "D." He stated that this resolution changes the time and location of the regular meetings of the Board to the second Tuesday of the month at 7:00 pm at the Authority's office. Discussion ensued. It was noted that the meeting might have to be changed to take into account various holidays. Upon motion by Supervisor Wilson, seconded by Supervisor Braly, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Resolution Setting Regular Meeting Date, Time and Location.

6. **Status report on Clarifier Project at Wastewater Treatment Plant and take any necessary action.** Mr. Gutierrez stated that LEI is working on finalizing the engineering report for Mr. Cantu's review and the preliminary cost estimate is \$1.5 to 2.4 million. He said more information should be forthcoming at the January meeting. Discussion ensued.

7. **Consideration to approve Emergency Repairs for Well No. 3 and take any necessary action.** Mr. Cantu stated that before Thanksgiving, the operator noticed vibrations in the pump at Well No. 3 and saw a significant production drop at the well. He stated that the pump was then pulled and inspected by C & C Water Services who determined that the pump motor would need to be repaired and the inner column assembly, bowl assembly, steel discharge head, and other pump equipment would need to be replaced. Extensive discussion ensued. Upon motion by Supervisor Baysal, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted to approve emergency repairs to the well and to notify the TCEQ of the emergency situation.

Supervisor Braly inquired about the Boil Water Notice that went out the week before and if the Authority has any alarm systems in place measuring the water pressure coming from the City's surface water. Extensive discussion ensued.

8. Status report on City of Bunker Hill Wastewater Service Contract and take any necessary action. This item was deferred until the January meeting.

9. Review employee personnel policy and take any necessary action. This item was deferred until the January meeting.

10. Consider approval of Authority employee December compensation pay. Mr. Cantu presented to the Board the recommended supplemental December compensation for Authority employees. Discussion ensued.

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

Mr. Cantu re-entered the meeting.

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

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

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

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

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

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

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

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

Mr. Cantu reported that the annual Christmas luncheon will be held next Friday, December 16, 2022 at Saltgrass from 11:30 AM – 1:00 PM. Discussion ensued.

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

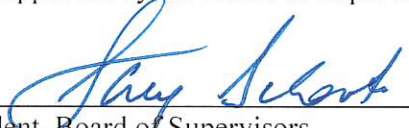
THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, the meeting was adjourned.

* * *

The above and foregoing minutes were passed and approved by the Board of Supervisors on January 10, 2023.

ATTEST:


Secretary, Board of Supervisors


President, Board of Supervisors

(AUTHORITY SEAL)

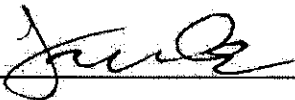
CERTIFICATE OF POSTING

THE STATE OF TEXAS
COUNTY OF HARRIS
MEMORIAL VILLAGES WATER AUTHORITY

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I hereby certify that on December 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 DECEMBER, 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, December 6, 2022**. At such meeting, the Board will consider the following:

1. Public Comments;
2. Presentation from the Texas County & District Retirement System TCDRS, discuss and take any action necessary;
3. Approve minutes of the November 1, 2022 regular meeting;
4. Consideration to approve Temporary Access Easement and Construction and Indemnification Agreement for 10 Farnham Park;
5. Approve Resolution Setting Regular Meeting Date, Time, and Location;
6. Status report on Clarifier Project at Wastewater Treatment Plant and take any necessary action;
7. Consideration to approve Emergency Repairs for Well No. 3 and take any necessary action;
8. Status report on City of Bunker Hill Wastewater Service Contract and take any necessary action;
9. Review employee personnel policy and take any necessary action;
10. Consider approval of Authority employee December compensation pay;
11. Manager's Report including; monthly water samples, Wastewater Treatment Facility's monthly discharge compliance, Tax Recap, Investment Report on the Authority's investments, monthly Identity Theft Compliance Report, and any other matters concerning business of the Authority; and
12. Authorize payment of bills.

Norton Rose Fulbright US LLP, attorneys for Authority

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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

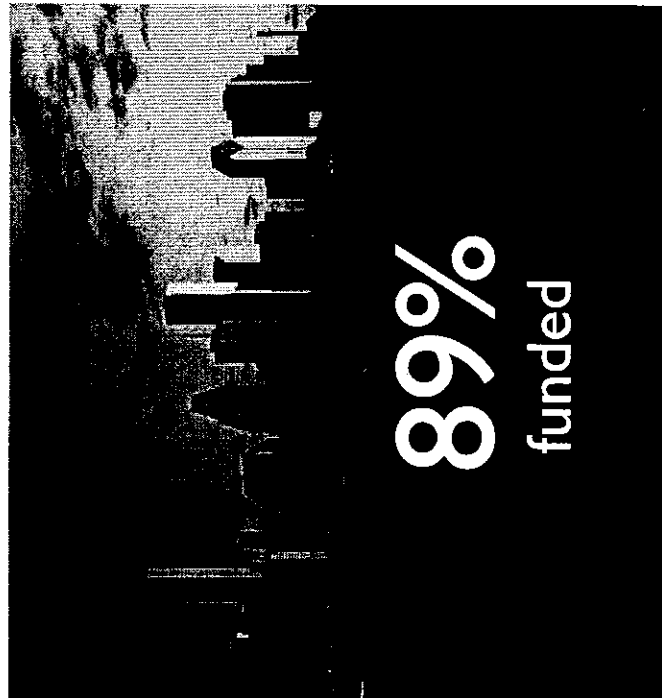


A Retirement Plan That Works for You

Kristina Fox
TCDRS Employer Services



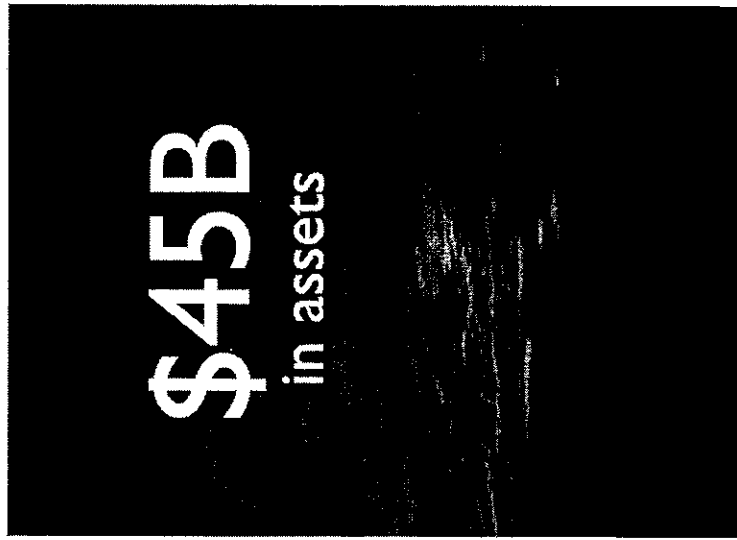
More than
830
employers



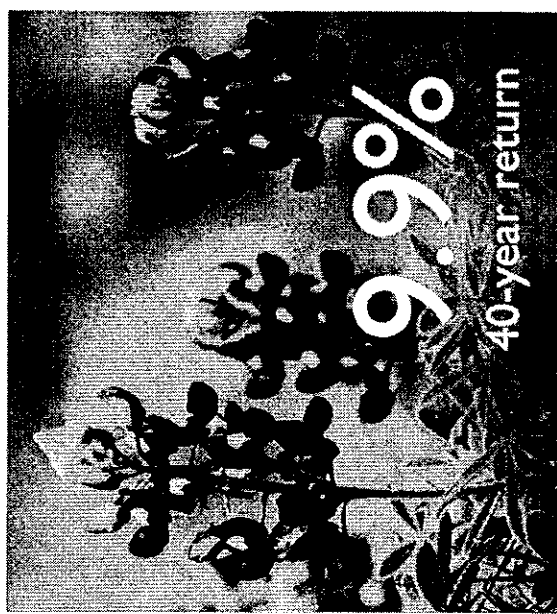
89%
funded



More than
345,000
members and retirees



\$45B
in assets



9.9%
40-year return

Set Up for Success

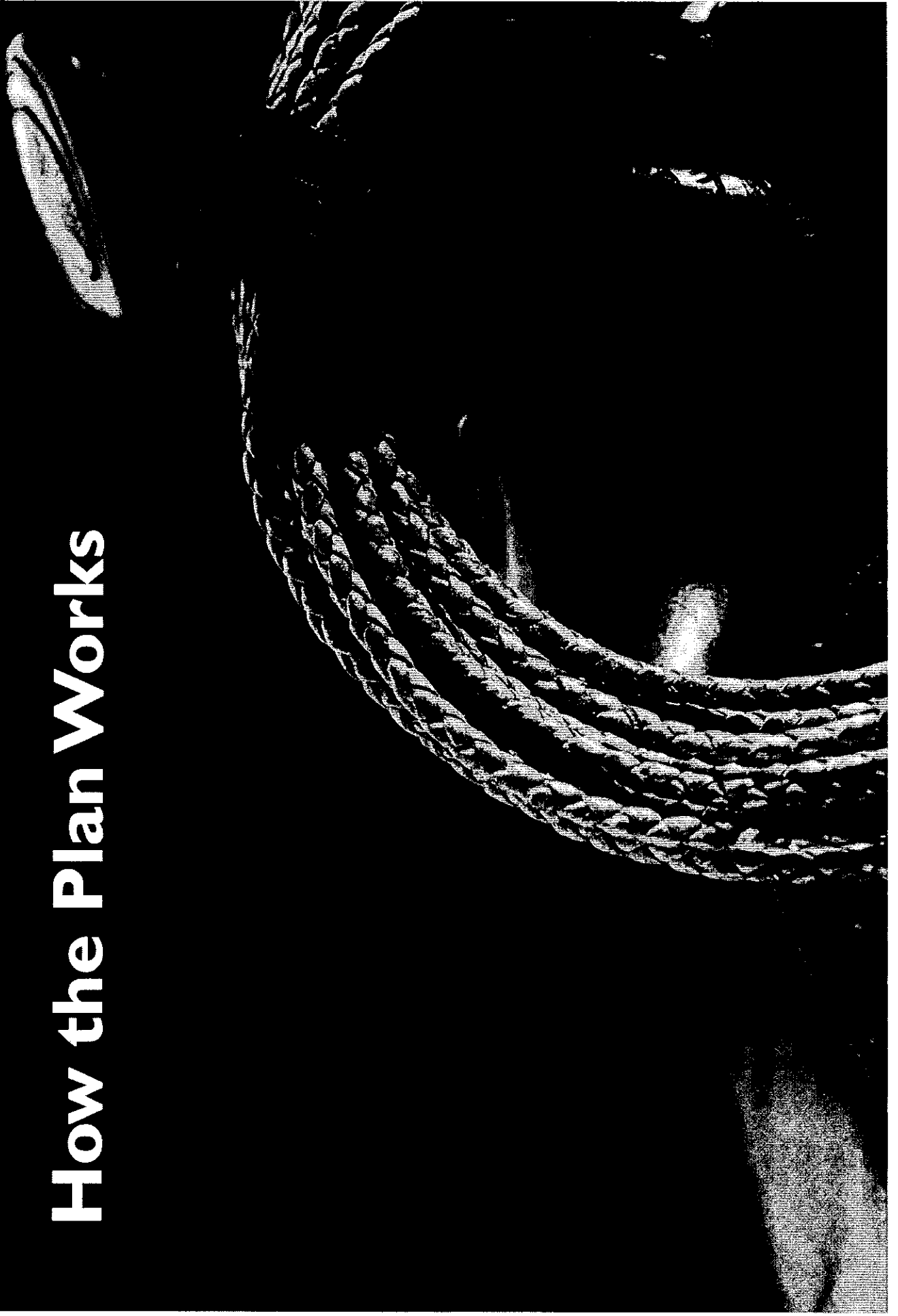
- ★ Created in **1967** by the Texas Legislature
- ★ Receive **no funding** from the State of Texas
- ★ Operating costs average **0.23%** of assets
- ★ Managed independently by a nine-member board of trustees

TCDRS Does Retirement Right

Here's why:

- ★ **Savings-based benefits**
- ★ **Responsible plan funding**
- ★ **Flexibility and local control**

How the Plan Works

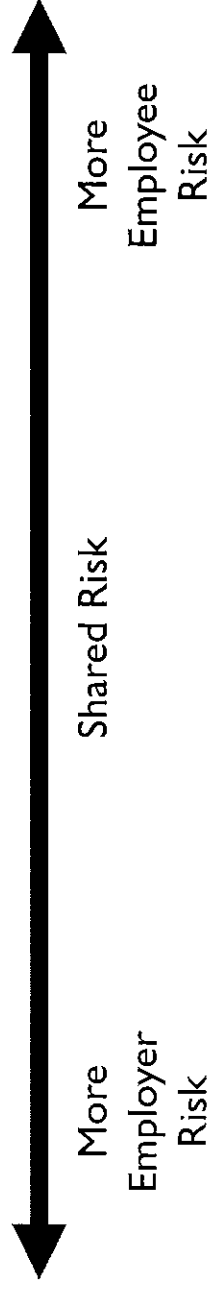


Our Plan Design

Defined Benefit Plans Traditional Pension Plans	Benefit based on employee final salary	Monthly benefit lasts a lifetime	Employer assumes investment risk
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TCDRS	Benefit based on employee account balance and employer matching	Monthly benefit lasts a lifetime	Investment risk is shared
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Defined Contribution Plans 401(k)	Benefit based on employee savings and employer matching, if provided	Benefit may not last a lifetime	Employee assumes investment risk
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A Benefit for Your Employees



**Employee savings earn
7% compound interest**

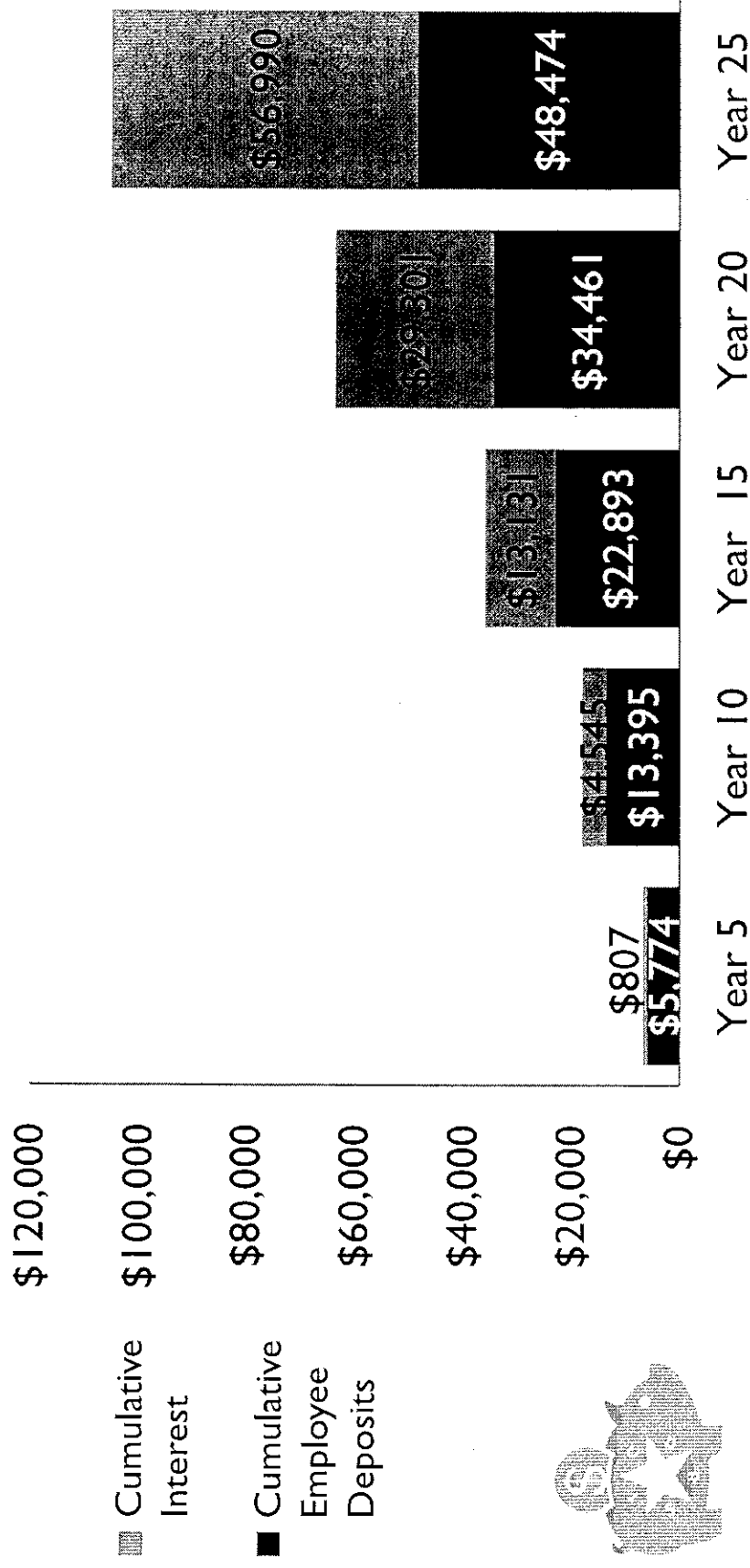


**Lifetime benefit at retirement
that includes employer matching**



**Account options
when employees leave**

Compound Interest Pays Off



Example only – Projected amounts based on employee deposit of \$1,000 in year 1 and annual salary increases using the TCDRS graded valuation salary scale.

Employee Participation

- ★ All permanent employees must be enrolled in TCDRS
- ★ Only temporary employees may be excluded
- ★ Good idea to review enrollment periodically
- ★ No probationary periods for participation

How Employees Earn Service Time

- ★ Employees earn one month of service time for each month they make a deposit
- ★ Service time counts toward eligibility for
 - Vesting
 - Retirement benefits

Other Ways to Earn Service Time



Proportionate Retirement Program

City of Austin Employees' Retirement System (COAERS)

Employees Retirement System of Texas (ERS)

Judicial Retirement System of Texas (JRS)

Teacher Retirement System of Texas (TRS)

Texas Municipal Retirement System (TMRS)



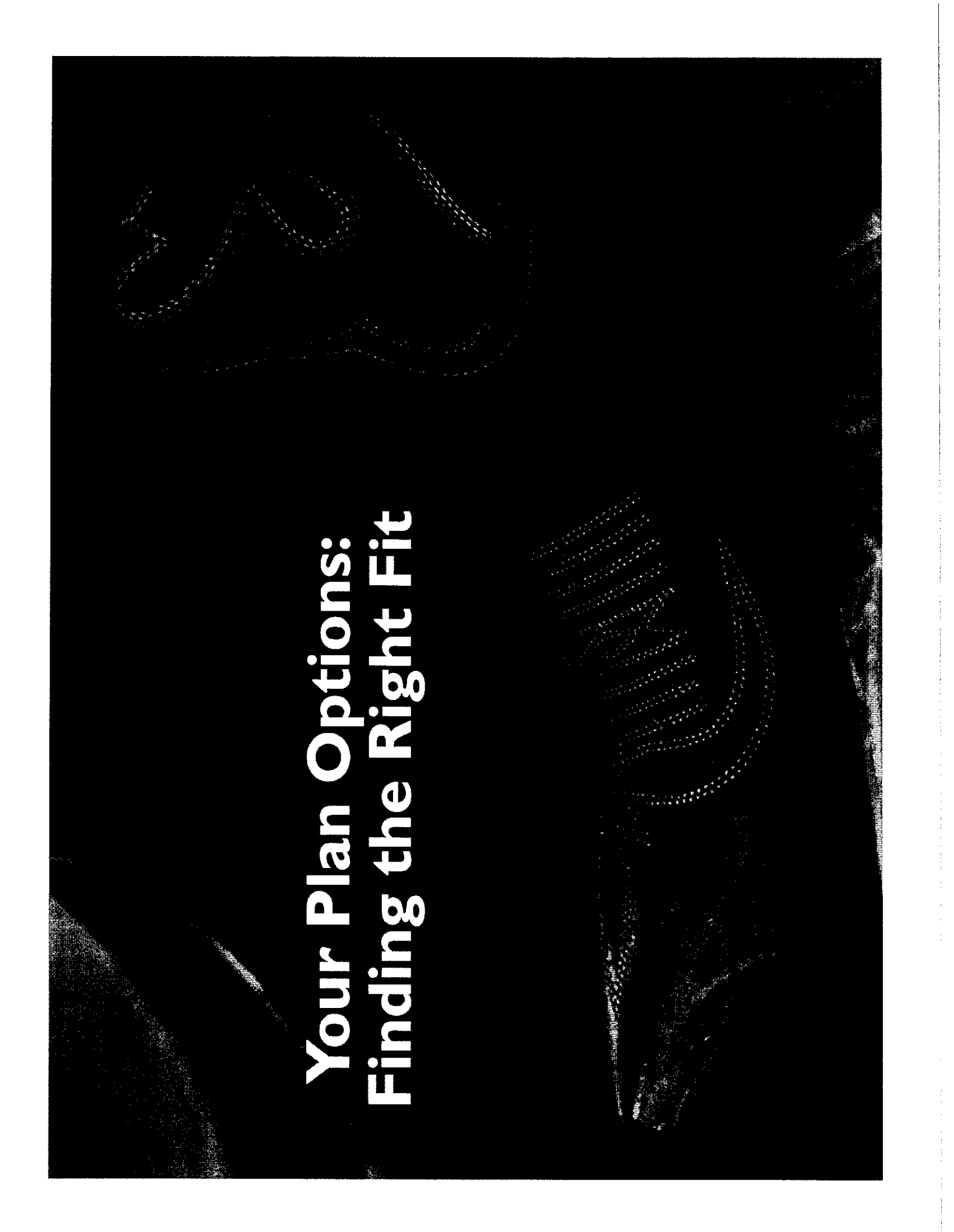
Military or USERRA



Multiple TCDRS Accounts

Portability for Employees

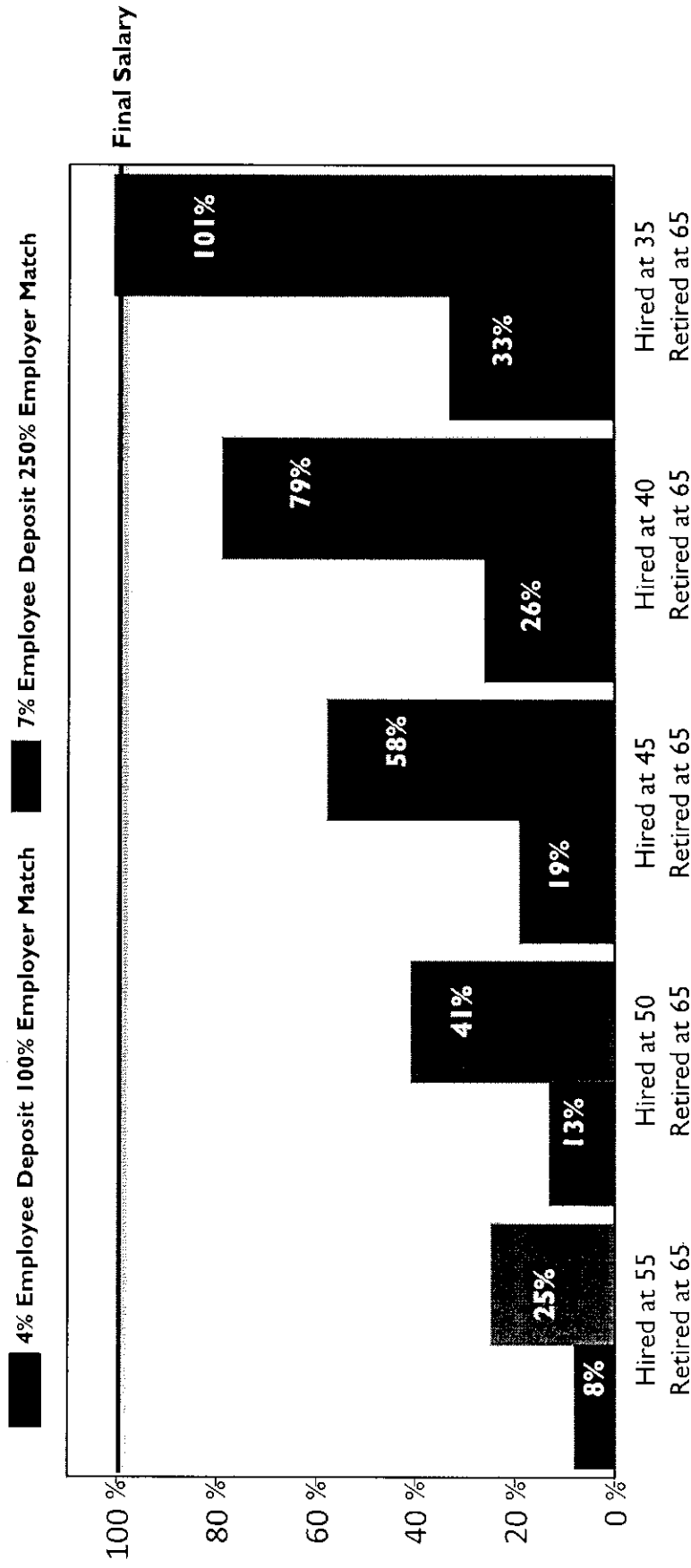
- ★ **Option 1: Keep money with TCDRS**
 - Account continues to earn 7% compound interest
 - Lifetime monthly benefit with employer matching (when vested and eligible to retire)
- ★ **Option 2: Rollover**
 - Forfeit a lifetime monthly benefit and lose employer matching
 - Avoid paying tax penalties
- ★ **Option 3: Withdraw**
 - Forfeit a lifetime monthly benefit and lose employer matching

A high-contrast, black and white photograph of a person's legs from the knees down, wearing denim jeans. The image is grainy and has a high-contrast, almost stencil-like quality. The text 'Your Plan Options: Finding the Right Fit' is overlaid in a bold, white, sans-serif font, centered vertically and horizontally.

Your Plan Options: Finding the Right Fit

How Much Will TCDRS Benefits Provide?

Estimated TCDRS replacement ratios



Notes:

The replacement ratio is the estimated monthly benefit compared to the final monthly salary earned before retirement.

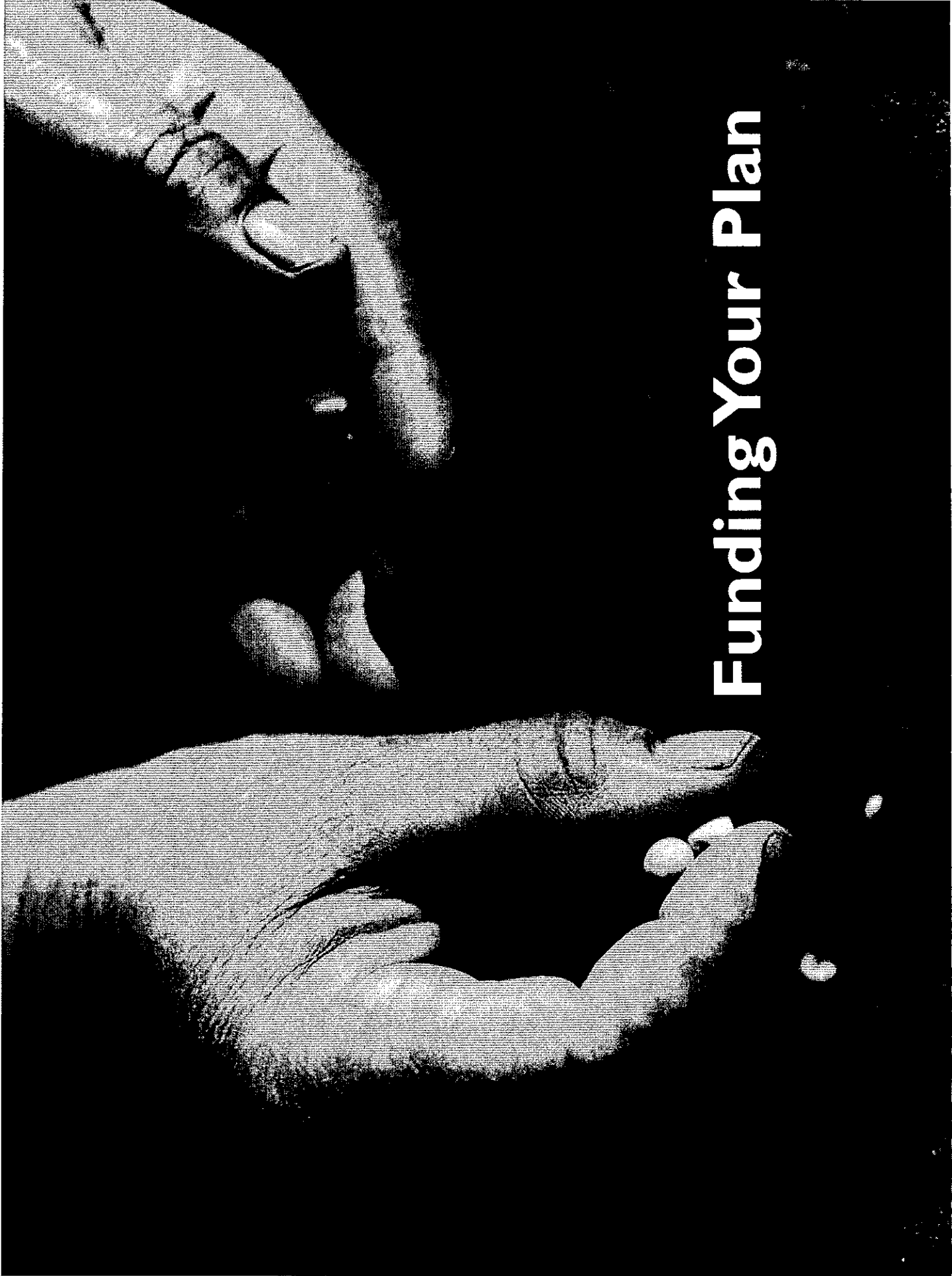
Assumptions: The estimated percentages shown above are based on a new hire who will work for you until retirement. Plan provisions will remain in effect through the employee's retirement. Current laws governing TCDRS will continue as they are. Graded salary scales give bigger raises early in careers, with smaller raises later in careers. Based on Single Life benefit.

Basic Plan Options

- ★ **Employee deposit rate:** 4%, 5%, 6% or 7%
- ★ **Employer matching:**
Dollar-for-dollar to \$2.50 per dollar
- ★ **Retirement eligibility**
 - At age 60 with 5, 8 or 10 years of service (vesting)
 - Rule of 75 or Rule of 80 (must be vested)
 - 20 or 30 years of service at any age

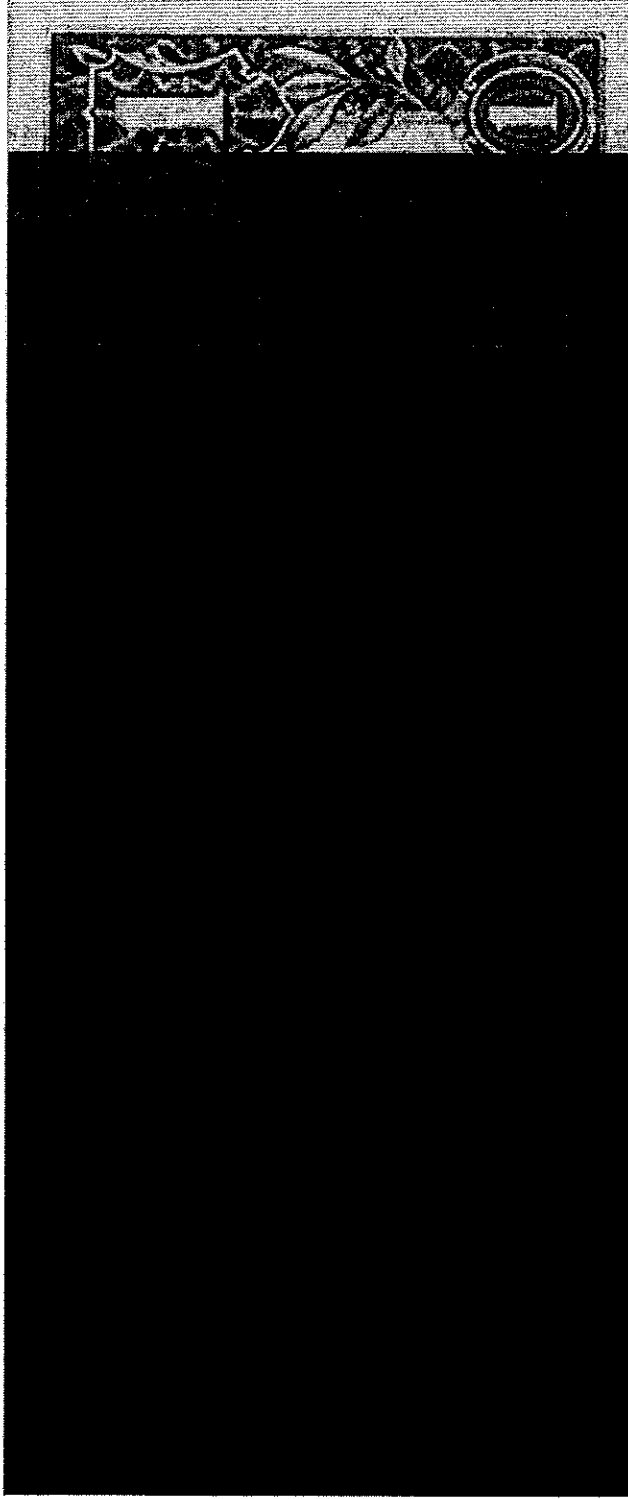
Additional Plan Options

- ★ **Monetary Prior Service**
- ★ **Group Term Life**
- ★ **Partial Lump-Sum Payment at Retirement**
- ★ **Retiree Cost-of-Living Adjustments (COLAs)**



Funding Your Plan

Investment Income Funds Benefits

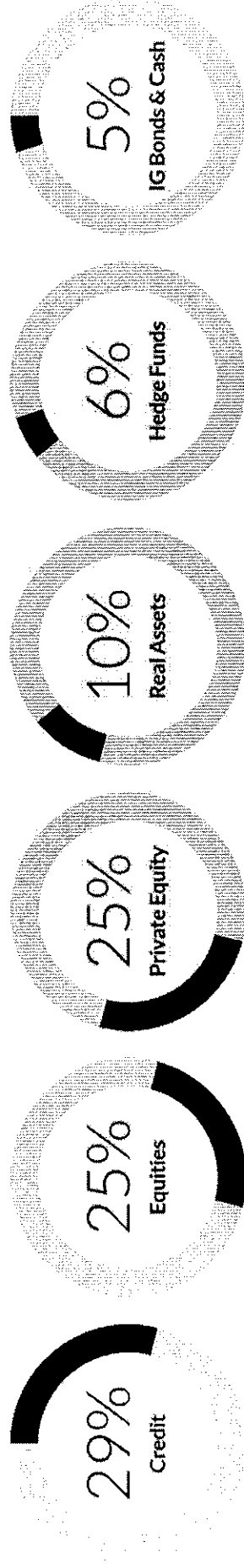


74¢	15¢	11¢
Investment Earnings	Employer Contributions	Employee Deposits

Estimated

Diversified Portfolio Reduces Risk

As of March 2021



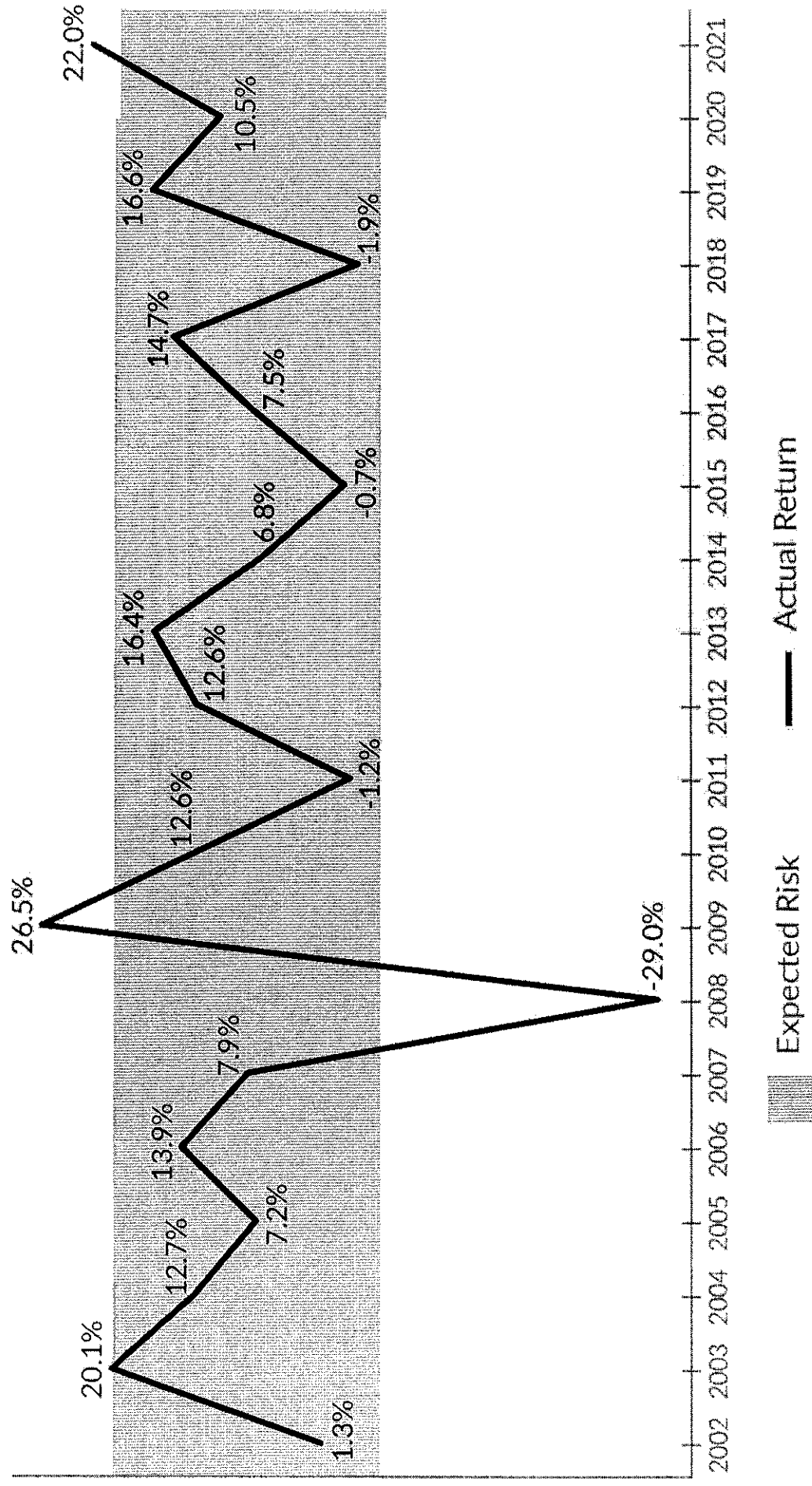
Target Asset Allocation

Investment Returns (Net of All Fees)

As of Dec. 31, 2021

Annualized Returns	2021 Return	5 Year	10 Year	20 Year	30 Year	40 Year
Total Fund	22.0%	12.1%	10.2%	8.2%	8.2%	9.9%
Benchmark	17.2%	11.1%	8.9%	7.3%	7.1%	8.8%

Achieving Long-term Investment Goals (Net of All Fees)

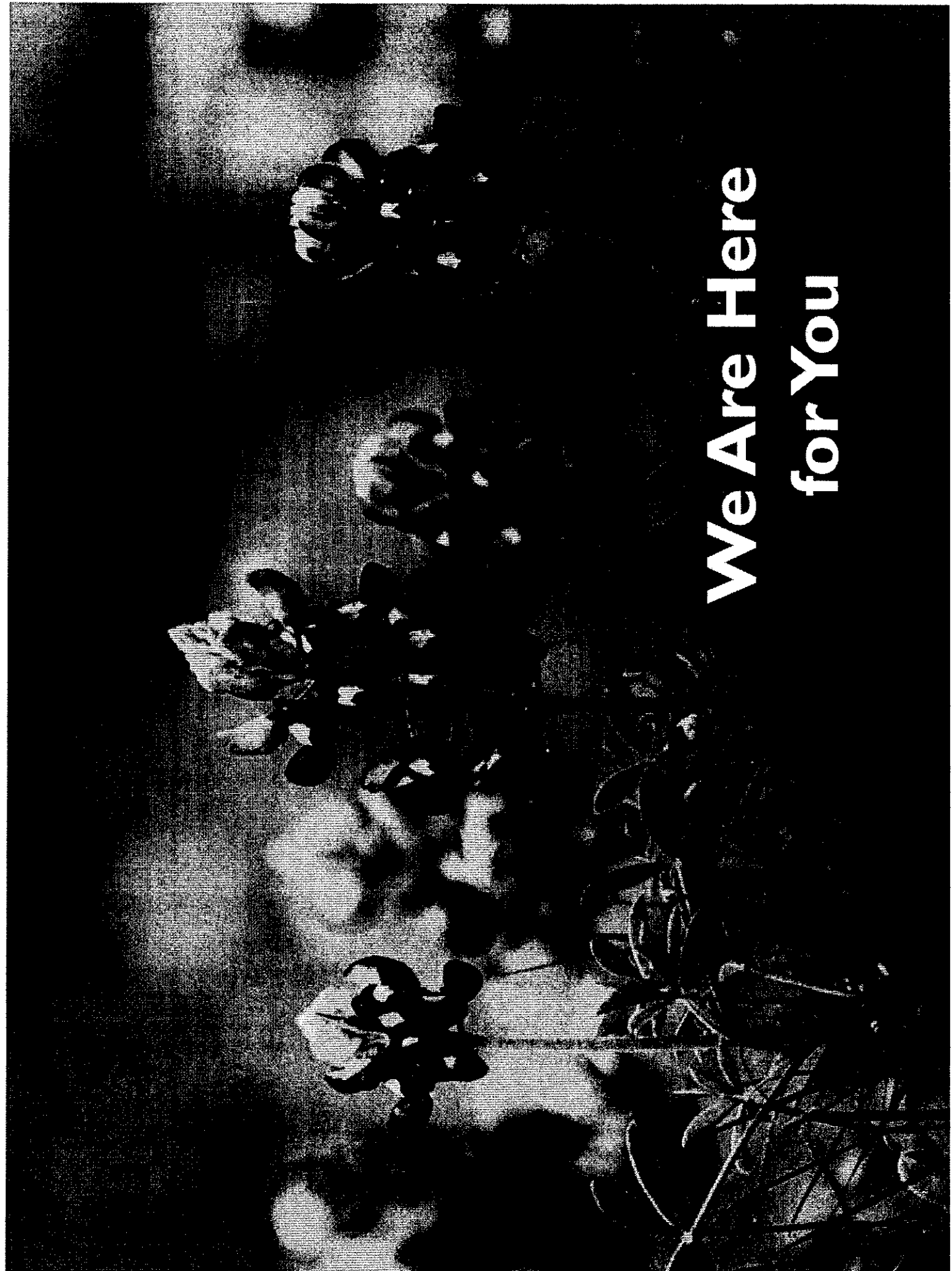


Employer Contributions

- ★ Independent actuaries perform an **annual valuation** on your retirement plan
- ★ Determines your **required employer contribution rate** and measures your funded status
- ★ Your rate can **change each year** based on changes in your workforce and investment earnings

Controlling Plan Costs

- ★ Contribute at a higher **elected rate** or make an **additional contribution**
 - Allows you to **prefund** benefit increases
 - Provides a **cushion** against possible future negative plan experience, such as investment losses
- ★ **Adjust** your benefits



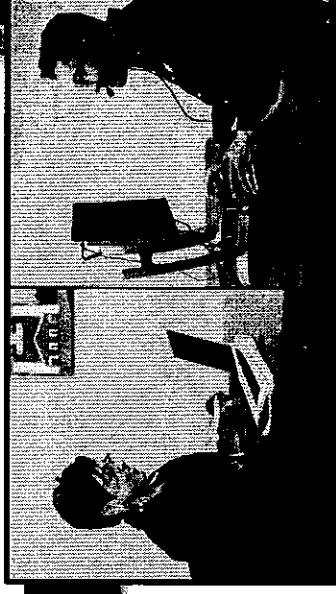
**We Are Here
for You**

Committed to Service

Employer Services

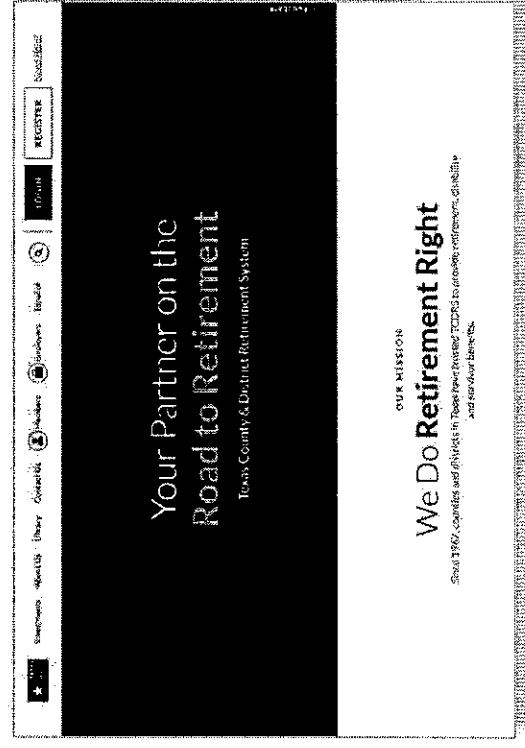


Member Services



Resources:

- Website
- Educational videos
- Free webinars and training
- Annual Conference



Join TCDRS

Take the next step:

☒ Eligible to Participate

☒ Workforce Analysis

☒ Benefit and Cost Review

☐ Decision to Join

- Select plan and sign plan/participation agreements
- Begin participation 1st of any month
- First payment due by 15th of following month

TCDRS Plan Administration

- ★ For initial plan setup you will be responsible for:
 - Adding employer contacts
 - Enrolling employees
 - Terminating employees
 - Submitting payroll
 - You are responsible for working with your payroll provider/bookkeeper/accountant/auditor to make sure your payroll system is set up properly for TCDRS employee deductions
 - TCDRS provides basic guidance
 - Encouraging employees to register for their TCDRS online account
- ★ TCDRS will provide you with step-by-step training to help you administer your TCDRS retirement plan



Questions?



Exhibit C

**TEMPORARY ACCESS EASEMENT AND CONSTRUCTION AND
INDEMNIFICATION AGREEMENT**

This Temporary Access Easement and Construction and Indemnification Agreement (the "*Agreement*") is made as of this ____ day of _____, 2022 between Memorial Villages Water Authority ("*MVWA*"), a political subdivision of the State of Texas, and Jean Durdin, an individual, and any successor as owner of the property located at 10 Farnham Park Drive, Houston, Texas (the "*Resident*").

WHEREAS, MVWA operates under Chapters 49 and 53 of the Texas Water Code to provide water and sewer service to its residents; and

WHEREAS, the Resident owns the property adjacent to MVWA's wastewater treatment plant; and

WHEREAS, both the Resident's property and MVWA's plant property back onto Buffalo Bayou; and

WHEREAS, the Resident desires to construct a slope protection facility and perform erosion control on her property; and

WHEREAS, the Resident desires MVWA's permission for one or more contractors to enter MVWA's property in order to more easily gain access to the area of her property which needs repair; and

WHEREAS, MVWA's engineering consultant has informed the Board of Supervisors that the Resident's project may be beneficial to MVWA's property as well as the Resident's property; and

WHEREAS, MVWA is willing to grant Resident a temporary easement to allow the Resident's contractors to access certain portions of MVWA's property on the terms and conditions stated herein, and Resident desires to accept such terms and conditions;

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:

"Commission" means the Texas Commission on Environmental Quality.

"Construction Project" means the project(s) being proposed by the Resident to survey, clear access to and construct a slope protection facility and perform erosion control on the Resident Property and known as Project No. ~~20076.00~~ of The Interfield Group _____ of _____ engineering firm.

"Contract" means each construction contract (together with plans, specifications and other related documents) between the Resident and a ~~contractor~~ Contractor.

"Contractor" shall mean ~~one~~ the General Contractor and any other contractor or more contractors selected by the Resident to design, survey, clear access to, and construct the Construction Project. Contractor shall include the Resident Engineer if the Resident Engineer enters MVWA Property.

"General Contractor" shall mean Satterfield & Pontikes Construction, Inc. or any other general contractor selected by the Resident to construct the Construction Project.

"Harris County" shall mean Harris County Permits Department and Harris County Flood Control District.

"MVWA Board" shall mean the Board of Supervisors of MVWA.

"MVWA Contractor" shall mean any and all contractors or subcontractors of contractors and their officers, directors, managers, employees and representatives working on behalf of MVWA.

"MVWA Engineer" shall mean Langford Engineering, Inc., the engineering firm engaged by MVWA.

"MVWA Entities" shall mean MVWA, its employees, managers, the MVWA Board, and any representatives working on behalf of MVWA.

"MVWA General Manager" shall mean MVWA's General Manager, Mr. Trey Cantu, or his designee.

"MVWA Property" shall mean that certain parcel of land located at 11 and 11 1/2 (Reserve "A") Farnham Park Drive, Houston, Texas 77024 and more specifically described on Exhibit A attached hereto and by this reference made a part hereof.

"Resident Engineer" shall mean ~~The Interfield Group~~ _____ or such other engineer as may be selected by the Resident to design and observe work on the Construction Project.

"Resident Property" shall mean that certain parcel of land located at 10 Farnham Park Drive, Houston, Texas 77024 and more specifically described on Exhibit B attached hereto and by this reference made a part hereof.

"Temporary Easement" shall have the meaning given to it in Section 3.02 hereof.

ARTICLE II

CONSTRUCTION PROJECT

Section 2.01 Design of the Construction Project. The Resident shall cause the Resident Engineer to design the Construction Project and obtain the approvals required by all applicable governmental agencies, including but not limited to Harris County, Harris County Flood Control District, and City of Piney Point Village.

Section 2.02 Review of Plans. The Resident shall cause the Resident Engineer to provide to the MVWA Engineer all proposed plans and specifications for the Construction Project in order to obtain input from MVWA Engineer prior to submitting such plans for regulatory approval. The Resident Engineer shall provide evidence of all required regulatory approvals to MVWA Engineer. The MVWA Engineer must provide written consent to the proposed plans and specifications prior to commencement of construction but such consent shall not create any duty on the part of MVWA or MVWA Engineer to the Resident, the Resident Engineer or any Contractor, nor should it be construed as an endorsement of the plans or an opinion on the suitability of the plans for their intended purpose.

Section 2.03 Construction Contract. The Resident will be responsible for entering into one or more Construction Contracts. Each Construction Contract shall include the following provisions, unless otherwise agreed in writing by MVWA:

(i) the Contractor shall acknowledge the condition of MVWA Property and its use as a wastewater treatment plant and shall assume all risks involved in entering MVWA Property;

(ii) the Contractor shall be required to carry the insurance specified in Exhibit D attached hereto and by this reference made a part hereof and provide evidence thereof to MVWA;

(iii) the Contractor shall be required to indemnify the MVWA Entities, the MVWA Contractors and the MVWA Engineer on the terms specified in Exhibit E attached hereto and by this reference made a part hereof;

(iv) the Contractor shall notify the General Manager in writing at least two business days' prior to the date the Contractor proposes to enter the Access Easement and shall notify the General Manager or his designee each day thereafter that it will be entering the Access Easement;

(v) the Contractor shall be required to proceed with due diligence with respect to completion of the Construction Project to minimize the number of days use of the Access Easement.

The MVWA Entities and the MVWA Engineer shall be entitled to review all construction contracts and require changes if they determine that changes are needed in order to protect MVWA, the MVWA Entities, the MVWA Engineer, the MVWA Property, or operation of the MVWA facility.

Section 2.04 Construction of Project. The Resident shall be responsible for the oversight of the Construction Project. The Resident shall cause the Resident Engineer to notify the MVWA General Manager and MVWA Engineer of the construction schedule and to receive their written consent to the schedule. Any changes to the construction schedule or the plans and specifications which the Resident wishes to make after execution of the Construction Contract must be consented to in writing by MVWA Engineer.

Section 2.05 Observation of Work. The MVWA Entities and the MVWA Engineer shall be entitled to enter the Resident Property to observe the progress on the Construction Project but such observation shall not create any duty on the part of the MVWA Entities or the MVWA Engineer to the Resident, the Resident Engineer or the Contractor.

Section 2.06 Cooperation. The parties and their engineers agree to cooperate with respect to the Construction Project and, if mutually determined to be feasible and beneficial, to interconnect their erosion control systems to provide greater erosion control to both parties.

ARTICLE III

ACCESS TO MVWA PROPERTY

Section 3.01 Temporary Easement. Only Contractors who have provided their signed Construction Contract and certificate of insurance to the MVWA General Manager or the MVWA Engineer for review may enter the MVWA Property pursuant to the Temporary Easement. Only vehicles and equipment approved by the MVWA General Manager or the MVWA Engineer may enter the MVWA Property.

Section 3.02 Grant. MVWA hereby grants a temporary access easement to each Contractor complying with Section 3.01 for persons, approved vehicles and approved equipment on, over, and through the portions of MVWA Property shown on Exhibit C attached hereto and by this reference made a part hereof (the "Easement Area"), for purposes of ingress to and egress from the Resident Property. Use of such easement shall be limited to hours of operation approved by the MVWA General Manager.

Section 3.03 Duration of Easement. The Temporary Easement shall be for a period of six months commencing upon Contractor's use of the Temporary Easement unless such period is extended due to MVWA's interruption of access as provided in Section 3.06 hereof or by mutual agreement of the parties. The Temporary Easement will terminate if the Contractor does not seek access to the Temporary Easement by ~~November~~ December 15, 2022.

Section 3.04 Damage to Property. Contractor shall be allowed to clear the Easement Area of overgrowth and to remove excess material on the gabion baskets making up the surface of the Easement Area on the terms and conditions specified in its Contract, with special care being taken to protect the existing gabion baskets, air scrubber foundation and air scrubbers located at the MVWA plant. Resident shall cause Contractor to return all areas of construction within the MVWA Property to their condition prior to construction, including but not limited to repair or replacement of fencing, the irrigation system and St. Augustin grass. Contractor will take photographs of the Easement Area before any work on the Construction

Project commences (the "Before Photos") and after the work has been completed (the "After Photos") to show that the Easement Area has been restored to its pre-Construction Project condition. The Contractor shall be entitled to use the Before Photos and After Photos to demonstrate its completion of the restoration; however, if such photos do not clearly show all conditions prior to construction, such as the irrigation system, they will not be utilized as a basis for determining completion of the restoration required in this Section 3.04 as to those improvements. In addition, grass cover must be established for a minimum of three months, not just on the date of the After Photos. All such activities shall be carried out under the observation of the MVWA General Manager and/or MVWA Engineer. Contractor shall be responsible for any damage to MVWA Property, the MVWA Entities, the MVWA Contractors and the MVWA Engineer due to its activities.

Section 3.05 Costs. All activities and costs associated with clearing and removal of debris from the Easement Area, leveling and resodding the Easement Area, and disposing of material cleared from the Easement Area shall be the responsibility of the Contractor. In the event the Contractor fails to payperform some or all of such costs toactivities and MVWA has to perform them in whole or part, the Resident or any successor owner of the Resident Property shall be responsible for paying such costs to MVWA for its performance of the activities.

Section 3.06 Interruption of Access. Though highly unlikely, MVWA shall have the right at any time to interrupt the Contractor's access to the Temporary Easement due to its own operational needs. MVWA will attempt to give notice of such interruption to the Contractor as soon as an interruption is foreseen, but failure to do so shall not change MVWA's right to interrupt such access. In the event of any interruption, including for an emergency, MVWA shall make a good faith effort to work with the Contractor to coordinate both parties' work.

Section 3.07 Ejection. The MVWA General Manager and/or MVWA Engineer shall observe the Contractor's activity on the Temporary Easement and shall be entitled to order the Contractor off the Temporary Easement if they observe any conduct which in his or their sole discretion determined to be harmful to the MVWA Entities, the MVWA Contractors, the MVWA Engineer, the MVWA Property, or MVWA's facilities or facility operations.

ARTICLE IV

INDEMNIFICATION BY RESIDENT

TO THE FULLEST EXTENT PERMITTED BY LAW, RESIDENT SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE MVWA ENTITIES, THE MVWA CONTRACTORS, AND THE MVWA ENGINEER (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST EVERY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND INCLUDING ALL RELATED FEES AND COSTS, TO

INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, FOR:

(i) BODILY INJURY OR DEATH OF ANY PERSON, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, IN ANY WAY RELATED TO THE CONSTRUCTION CONTRACT OR IN CONNECTION WITH THE PERFORMANCE (OR NONPERFORMANCE) OF THE WORK OR OTHER ACTIVITIES OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, OR

(ii) BODILY INJURY OR DEATH OF ANY PERSON, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF THE CONSTRUCTION PROJECT, THE ERECTION OF THE SLOPE PROTECTION ON THE RESIDENT PROPERTY OR THE PERFORMANCE OF EROSION CONTROL ON THE RESIDENT PROPERTY, OR

(iii) ANY DAMAGE TO MVWA PROPERTY ARISING FROM THE CONSTRUCTION PROJECT.

RESIDENT DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE INDEMNIFIED PARTIES FROM ALL OF RESIDENT'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE CONSTRUCTION PROJECT, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE RESIDENT AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY AN INDEMNIFIED PARTY OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT AND CONSTITUTES A COVENANT RUNNING WITH THE RESIDENT PROPERTY.

ARTICLE V

COSTS

Section 5.01 Payment of Costs. Resident agrees to pay MVWA's legal and engineering costs related to the Construction Project, including (1) the drafting of this Agreement, (2) the review of the Construction Contract, (3) engineering review of the Resident's construction plans and ongoing observation of the construction, and (4) any damages to MVWA Property which a Contractor fails to pay.

Section 5.02 Deposit of Funds. MVWA acknowledges that Resident has deposited \$15,000 with MVWA. MVWA agrees to retain such funds in a separate account and provide the Resident with an accounting of expenses credited against the deposit. The reasonableness of all expenses shall be determined by the Board in its sole discretion. Resident will be required to replenish the account to the extent required to cover MVWA's third party legal and engineering costs. At the conclusion of the Construction Project or a determination by the Board that MVWA will not proceed with the Temporary Easement, the remaining funds in the account will be returned to the Resident.

ARTICLE VI

REPRESENTATIONS

Section 6.01 Representations Concerning Agreement. The Resident hereby represents and warrants as follows:

(a) Ownership. The Resident is the sole owner of the Resident Property and is fully qualified to transact any and all business contemplated by this Agreement.

(b) No Default. The execution and delivery of this Agreement by Resident in the manner contemplated herein and the performance and compliance with the terms hereof will not constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material contract, agreement or other instrument to which Resident is a party or which may be applicable to Resident or her assets.

(c) Binding Obligations. This Agreement, and all documents and instruments contemplated hereby, which are executed and delivered by Resident will constitute valid, legal and binding obligations of Resident enforceable in accordance with their respective terms except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles affecting creditors' rights generally.

(d) No Litigation. No litigation is pending or, to the best of its knowledge, threatened against Resident, which would prohibit its entering into this Agreement or consummating the transactions contemplated herein.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Term. The term of this Agreement shall commence on the date set forth on the first page of the Agreement and shall terminate on December 31, ~~2022~~2023, unless sooner terminated or extended by mutual agreement of the parties hereto; provided, however, the Agreement shall terminate immediately if the Construction Project does not commence by ~~October 1~~December 15, 2022, and MVWA shall have the right to terminate this Agreement at any time following a material default in compliance with its terms and conditions by the Resident or any Contractor which is not cured within fifteen (15) days after written notice to the Resident or Contractor.

Section 7.02 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 7.03 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 7.04 Covenants to Continue. Unless otherwise expressly provided, the representations, covenants, indemnities, and other agreements contained herein shall be deemed to be material and continuing, shall not be merged, and shall survive the completion of the Construction Project and the termination of this Agreement. The parties intend that such representations, covenants, indemnities and other agreements shall run with the Resident Property for the benefit of the MVWA Property and be binding on the successor owners of the Resident Property.

Section 7.05 Force Majeure. If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of "force majeure", then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure", as used herein, means any condition or event not reasonably within the control of such party, including, without limitation, acts of God; strikes, lock outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock outs, and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is in the judgment of the party hereto

unfavorable to such party, shall not constitute failure to use its best efforts to remedy such a condition or event.

Section 7.06 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 7.07 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 7.08 Notices. Any notice or invoice authorized or required by this Agreement to be given to or to be filed with either party hereto shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by United States mail, postage prepaid (a) addressed as follows if to MVWA:

Board of Supervisors
Memorial Villages Water Authority
8955 Gaylord
Houston, Texas 77024

and (b) addressed as follows if to the Resident:

Ms. Jean ~~Dundin~~Durkin
10 Farnham Park Drive
Houston, Texas 77024

with a copy to Cynthia Pickett at
cpickett@pickettlawgroup.com.

and (c) addressed as follow if to the General Contractor:

Satterfield & Pontikes Construction, Inc.
Attn: Sudip Guha
11750 Katy Freeway, Suite 500
Houston, Texas 77079

Either party hereto may, by notice sent to the other party hereto, designate a different address to which notices under this Agreement are to be sent.

Section 7.09 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 construction of the Construction Project.

Section 7.10 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 7.11 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 7.12 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 7.13 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.

Section 7.14 COUNSEL. THE PARTIES ACKNOWLEDGE THAT THEY ARE EXECUTING A LEGAL DOCUMENT THAT CONTAINS CERTAIN DUTIES, OBLIGATIONS AND RESTRICTIONS AS SPECIFIED HEREIN. THE PARTIES FURTHERMORE ACKNOWLEDGE THAT THEY HAS BEEN ADVISED OF THEIR RIGHT TO RETAIN LEGAL COUNSEL, AND THAT THEY HAVE EITHER BEEN REPRESENTED BY LEGAL COUNSEL PRIOR TO THEIR EXECUTION HEREOF OR HAVE KNOWINGLY ELECTED NOT TO BE SO REPRESENTED.

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

RESIDENT:

Printed Name: Jean Durdin

MVWA:

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

By: _____
Printed Name: Gary Schenk
Title: President, Board of Supervisors

RATIFICATION

IN WITNESS WHEREOF, the General Contractor does hereby ratify, approve, confirm, and agree to be bound by the foregoing Temporary Access Easement and Construction and Indemnification Agreement as of the Effective Date.

General Contractor

Satterfield & Pontikes Construction, Inc.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

 This instrument was acknowledged before me on the _____ day of _____, 20____,
by Gary Schenk, as President, Board of Supervisors, Memorial Villages Water Authority.

Notary Public in and for
the State of Texas

Typed/Printed Name of Notary
My Commission Expires:

[SEAL]

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by
Jean Durdin, an individual, of 10 Farnham Park Drive, Houston, Texas 77024.

Notary Public in and for
the State of Texas

Typed/Printed Name of Notary
My Commission Expires:

[SEAL]

| THE STATE OF TEXAS §

| COUNTY OF HARRIS §

| This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____, as _____ of Satterfield & Pontikes Construction, Inc., on
behalf of said corporation.

| _____
Notary Public in and for
the State of Texas

| _____
Typed/Printed Name of Notary
My Commission Expires:

| [SEAL]

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[Signature Page]

EXHIBIT A

Reserve "A" and Lot 11, Farnham Park, City of Piney Point Village, Texas, a subdivision of a 35.2627 acre tract in the John D. Taylor Survey A-72, Harris County, Texas, according to the map or plat thereof filed May 23, 1963 under File No. B693784 and recorded at Vol. 100 Page 16 of the Map Records of Harris County, Texas.

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EXHIBIT B

Lot 10, Farnham Park, City of Piney Point Village, Texas, a subdivision of a 35.2627 acre tract in the John D. Taylor Survey A-72, Harris County, Texas, according to the map or plat thereof filed May 23, 1963 under File No. B693784 and recorded at Vol. 100 Page 16 of the Map Records of Harris County, Texas.

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EXHIBIT D

CONTRACTOR INSURANCE REQUIREMENTS

1. **Insurance Certificates.** Before beginning the Work under this Contract, Contractor shall furnish certificates of insurance to MVWA evidencing that the insurance required below is in force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Contract is in effect.

2. **Accuracy of Information.** Contractor warrants the accuracy of all information shown on each certificate furnished to MVWA by Contractor or on Contractor's behalf by Contractor's broker or other representative.

3. **Minimum Required Insurance and Minimum Limits of Liability.** Before beginning the Work, and throughout performance of the Work and the term of this Agreement, Contractor shall obtain and maintain in force and effect, at Contractor's sole expense, insurance of the following types and amounts from insurance rated by Best's A- and VII or better:

A. Workers' Compensation Insurance affording statutory benefits in accordance with all requirements of the Texas Workers' Compensation Act and covering Contractor's employees. For additional requirements, see below.

B. Employer's Liability Insurance with limits of not less than \$100,000 per accident or disease.

C. Commercial General Liability Insurance, including coverage for bodily injury and property damage, personal and advertising injury, the products-completed operations hazard, and insured contracts, applicable in Texas, on a form no less broad than that promulgated by the Insurance Services Office dated 2004 or thereafter, and with limits of not less than:

- i. Each Occurrence - \$500,000
- ii. General Aggregate - \$1,000,000
- iii. Products-Completed Operations Aggregate - \$1,000,000.

D. Business Automobile Liability Insurance, including coverage for bodily injury and property damage, on a form no less broad than that promulgated by the Insurance Services Office dated 1985 or thereafter, with limits of not less than \$1,000,000 combined single limit for each accident and covering owned, hired or leased, and non-owned autos.

E. Excess or Umbrella Liability Insurance, affording coverage no less broad than, and applying excess of the limits of liability, of the policies required by B, C, and D, above, with limits of not less than \$2,000,000* per occurrence and in the aggregate.

4. **Additional Insurance or Limits.** Paragraphs 3.A. through 3.E., above, state the minimum types of insurance and limits of liability required by this Agreement in connect with the Work. Contractor may, in its sole discretion, procure additional insurance or higher limits of liability at Contractor's sole expense.

5. **Memorial Villages Water Authority, its Board of Supervisors, employees, managers, representatives, contractors and Langford Engineering To Be Named An Additional Insured.** To the extent allowed by law, the Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Insurance required by 3.C., 3.D., and 3.E., above, shall be endorsed to provide that **Memorial Villages Water Authority, its Board of Supervisors, employees, managers, representatives, contractors, and Langford Engineering** (collectively, "the Additional Insureds"), are added as additional insureds for liability arising out of the Work, to include liability based on either alleged fault or vicarious liability. Such additional insured coverage shall not be limited to liability caused by Contractor or Contractor's fault.

6. **Primary/Non-contributing.** The insurance policies required by 3.C. and 3.D., above, shall provide that the Additional Insureds are covered on a primary basis. Also, the insurance policies required by 3.C., 3.D. and 3.E., above, (i) shall also be endorsed to provide that Contractor's insurers will not seek contribution or recovery from such other insurance as may be available to the Additional Insureds; and (ii) shall not provide that coverage for the Additional Insureds applies excess of other insurance coverage available to the Additional Insureds.

7. **Insurance Required of Contractor's Subcontractors.** Contractor shall require all subcontractors who will perform any of the Work to obtain the same insurance and limits of liability as required by 3.A., 3.B., 3.C., 3.D., and 3.E., above. Contractor shall also require all such subcontractors to cause their insurers to waive subrogation to the same extent as required of Contractor's insurers by the following provision, Paragraph 8. Contractor shall obtain Certificates of Insurance from its subcontractors before they begin any of the Work and, upon request, shall provide copies thereof to MVWA.

8. **Waiver of Subrogation in Favor of Memorial Villages Water Authority.** The parties intend that none of Contractor's insurers shall subrogate against Memorial Villages Water Authority, its Board of Supervisors, employees, managers, representatives, contractors, or Langford Engineering. Accordingly, Contractor agrees to cause all of its insurers—not limited to insurers underwriting the policies required above—to waive subrogation against Memorial Villages Water Authority, its Board of Supervisors, employees, managers, representatives, contractors and Langford Engineering.

For the avoidance of doubt, Contractor also agrees that it presently waives and releases all rights of recovery, claims, or causes of action that might hereafter arise in favor of Contractor against MVWA, its Board of Supervisors, employees, managers, representatives, contractors or Langford Engineering for any loss, damage or liability that is covered by Contractor's insurance, regardless of whether the loss, damage or liability is caused by the negligence, breach of any legal duty, or other fault of Memorial Villages Water Authority, its Board of Supervisors, employees, managers, representatives, contractors or Langford Engineering. The foregoing waiver and release is effective even if Contractor fails to obtain the required insurance.

9. **Notice of Cancellation, Modification or Impairment of Limits.** The policies required above shall be endorsed to provide that they will not be canceled, or the coverage or limits of liability thereunder materially changed, without at least seven (7) days prior written notice to MVWA.

10. **Notice of Impairment of Limits.** Contractor shall give written notice to MVWA no later than seven (7) days after the date on which an impairment of a required aggregate limit, due to the payment of a claim or defense expense, reduces the available aggregate limit to an amount 50% or less than the aggregate limit required above. If Contractor's available excess insurance will not

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drop down and comply with paragraphs 3.B., 3.C, 3.D, and 3.E of these insurance requirements, MVWA may require reinstatement of an impaired aggregate limit up to the amount required.

11. Information Concerning Contractor's Insurance Program. If MVWA has questions concerning Contractor's casualty insurance program, Contractor agrees to promptly answer them. Complete, true and correct copies of each policy required above shall be furnished to MVWA promptly upon MVWA's request, but Contractor may redact payroll and premium information. Contractor agrees to cooperate with MVWA, and with MVWA's insurance broker, in the event MVWA elects to seek or obtain additional insurance benefiting MVWA.

12. Contractor's Compliance with Policy Conditions. Contractor shall comply with and not violate, or knowingly permit to be violated, any condition of the insurance policies required above. Contractor agrees to give its insurers timely written notice of all occurrences, accidents or claims arising out of the Work, with a copy to MVWA.

13. Contractor's Payment of Premiums, Deductibles and SIRs. Contractor, not MVWA, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Contractor's insurance, including the insurance required above.

14. Non-waiver — No Limitation of MVWA's Rights. Contractor unilaterally agrees to comply with the provisions of this Section. Accordingly, MVWA's or Additional Insureds' knowledge concerning deficiencies in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to MVWA and/or Additional Insureds, shall not affect MVWA's or Additional Insureds' rights and shall not result in a waiver or otherwise limit or impair MVWA's or Additional Insureds' remedies for Contractor's failure to comply with the requirements of this Section.

15. No Impairment or Waiver of Rights. Nothing contained in this Section shall restrict, limit, impair or waive MVWA's rights or Contractor's duties under the other terms of this Contract or under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude MVWA from recovery against Contractor for any liability arising under this Contract or under law.

16. Automatic reformation to conform to law. The parties intend this Contract to comply with Texas law. Accordingly, the parties agree that any legal limitations now or hereafter in effect and affecting the validity or enforceability of any provision of this Contract are made a part hereof and shall operate to amend this Contract to the minimum extent necessary to bring all provisions into conformity with the requirements of such limitations and, as so modified, this Contract shall continue in full force and effect.

17. Term of Insurance Requirements. All of the foregoing insurance requirements shall survive termination of this Contract. All required insurance shall continue for at least thirty (30) days after final completion of the Work, to include performance of all warranty work.

18. Claims Made Coverage. In addition, Contractor shall maintain in force and effect any required claims-made coverage for a minimum of two (2) years after final completion of the Work and shall purchase an extended reporting period, or "tail coverage," if necessary to comply with this requirement.

Additional Requirements for Workers' Compensation Insurance Coverage

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A. Definitions:

Certificate of Coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC- 81, TWCC-82, TWCC-83, or TWCC-84), showing statutory Workers' Compensation Insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("Subcontractor" in §406.096) — includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. **"Services"** include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to MVWA:

1. a certificate of coverage, prior to that person beginning work on the project, so MVWA will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify MVWA in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the contractor:

- (a) a certificate of coverage, prior to the other person beginning work on the project;

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

6. notify MVWA in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to MVWA that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles MVWA to terminate the access easement if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from MVWA.

EXHIBIT E

CONTRACTOR INDEMNIFICATION REQUIREMENTS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS MEMORIAL VILLAGES WATER AUTHORITY, ITS BOARD OF SUPERVISORS, EMPLOYEES, MANAGERS, REPRESENTATIVES, CONTRACTORS AND LANGFORD ENGINEERING (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST EVERY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND INCLUDING ALL RELATED FEES AND COSTS, TO INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, FOR:

(I) BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER, **EVEN IF SUCH BODILY INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE INDEMNIFIED PARTIES;** AND

(II) BODILY INJURY TO OR DEATH OF ANY PERSON NOT ENCOMPASSED IN (I), ABOVE, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, IN ANY WAY RELATED TO THIS CONTRACT OR IN CONNECTION WITH THE PERFORMANCE (OR NONPERFORMANCE) OF THE WORK OR OTHER ACTIVITIES OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE INDEMNIFIED PARTIES FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, **REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.** THIS INDEMNITY OBLIGATION IS INTENDED TO COMPLY WITH CHAPTER 151 OF THE TEXAS INSURANCE CODE ANY OTHER APPLICABLE LAW. IT IS AGREED THAT WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE ENFORCEABILITY OF THIS INDEMNIFICATION OBLIGATION, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THIS INDEMNIFICATION OBLIGATION TO

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THE MINIMUM EXTENT NECESSARY TO BRING THIS INDEMNIFICATION OBLIGATION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THIS INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.

THIS INDEMNIFICATION OBLIGATION IS INDEPENDENT OF THE INSURANCE REQUIRED HEREIN.

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Input:	
Document 1 ID	iManage://uswork.ad.adsinternal.com/us19xx/51180026/4
Description	#51180026v4<uswork.ad.adsinternal.com> - Access Easement, Construction, Indemnity Agreement
Document 2 ID	iManage://uswork.ad.adsinternal.com/us19xx/51180026/5
Description	#51180026v5<uswork.ad.adsinternal.com> - Access Easement, Construction, Indemnity Agreement
Rendering set	Standard

Legend:	
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	Count
Insertions	52
Deletions	25
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	77

TEMPORARY ACCESS EASEMENT AND CONSTRUCTION AND INDEMNIFICATION AGREEMENT

This Temporary Access Easement and Construction and Indemnification Agreement (the "*Agreement*") is made as of this ____ day of _____, 2022 between Memorial Villages Water Authority ("*MVWA*"), a political subdivision of the State of Texas, and Jean Durdin, an individual, and any successor as owner of the property located at 10 Farnham Park Drive, Houston, Texas (the "*Resident*").

WHEREAS, MVWA operates under Chapters 49 and 53 of the Texas Water Code to provide water and sewer service to its residents; and

WHEREAS, the Resident owns the property adjacent to MVWA's wastewater treatment plant; and

WHEREAS, both the Resident's property and MVWA's plant property back onto Buffalo Bayou; and

WHEREAS, the Resident desires to construct a slope protection facility and perform erosion control on her property; and

WHEREAS, the Resident desires MVWA's permission for one or more contractors to enter MVWA's property in order to more easily gain access to the area of her property which needs repair; and

WHEREAS, MVWA's engineering consultant has informed the Board of Supervisors that the Resident's project may be beneficial to MVWA's property as well as the Resident's property; and

WHEREAS, MVWA is willing to grant Resident a temporary easement to allow the Resident's contractors to access certain portions of MVWA's property on the terms and conditions stated herein, and Resident desires to accept such terms and conditions;

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:

"Commission" means the Texas Commission on Environmental Quality.

"Construction Project" means the project being proposed by the Resident to survey, clear access to and construct a slope protection facility and perform erosion control on the Resident Property and known as Project No. _____ of _____ engineering firm.

"Contract" means each construction contract (together with plans, specifications and other related documents) between the Resident and a Contractor.

"Contractor" shall mean the General Contractor and any other contractor or contractors selected by the Resident to design, survey, clear access to, and construct the Construction Project. Contractor shall include the Resident Engineer if the Resident Engineer enters MVWA Property.

"General Contractor" shall mean Satterfield & Pontikes Construction, Inc. or any other general contractor selected by the Resident to construct the Construction Project.

"Harris County" shall mean Harris County Permits Department and Harris County Flood Control District.

"MVWA Board" shall mean the Board of Supervisors of MVWA.

"MVWA Contractor" shall mean any and all contractors or subcontractors of contractors and their officers, directors, managers, employees and representatives working on behalf of MVWA.

"MVWA Engineer" shall mean Langford Engineering, Inc., the engineering firm engaged by MVWA.

"MVWA Entities" shall mean MVWA, its employees, managers, the MVWA Board, and any representatives working on behalf of MVWA.

"MVWA General Manager" shall mean MVWA's General Manager, Mr. Trey Cantu, or his designee.

"MVWA Property" shall mean that certain parcel of land located at 11 and 11 1/2 (Reserve "A") Farnham Park Drive, Houston, Texas 77024 and more specifically described on Exhibit A attached hereto and by this reference made a part hereof.

"Resident Engineer" shall mean _____ or such other engineer as may be selected by the Resident to design and observe work on the Construction Project.

"Resident Property" shall mean that certain parcel of land located at 10 Farnham Park Drive, Houston, Texas 77024 and more specifically described on Exhibit B attached hereto and by this reference made a part hereof.

"Temporary Easement" shall have the meaning given to it in Section 3.02 hereof.

ARTICLE II

CONSTRUCTION PROJECT

Section 2.01 Design of the Construction Project. The Resident shall cause the Resident Engineer to design the Construction Project and obtain the approvals required by all

applicable governmental agencies, including but not limited to Harris County, Harris County Flood Control District, and City of Piney Point Village.

Section 2.02 Review of Plans. The Resident shall cause the Resident Engineer to provide to the MVWA Engineer all proposed plans and specifications for the Construction Project in order to obtain input from MVWA Engineer prior to submitting such plans for regulatory approval. The Resident Engineer shall provide evidence of all required regulatory approvals to MVWA Engineer. The MVWA Engineer must provide written consent to the proposed plans and specifications prior to commencement of construction but such consent shall not create any duty on the part of MVWA or MVWA Engineer to the Resident, the Resident Engineer or any Contractor, nor should it be construed as an endorsement of the plans or an opinion on the suitability of the plans for their intended purpose.

Section 2.03 Construction Contract. The Resident will be responsible for entering into one or more Construction Contracts. Each Construction Contract shall include the following provisions, unless otherwise agreed in writing by MVWA:

(i) the Contractor shall acknowledge the condition of MVWA Property and its use as a wastewater treatment plant and shall assume all risks involved in entering MVWA Property;

(ii) the Contractor shall be required to carry the insurance specified in Exhibit D attached hereto and by this reference made a part hereof and provide evidence thereof to MVWA;

(iii) the Contractor shall be required to indemnify the MVWA Entities, the MVWA Contractors and the MVWA Engineer on the terms specified in Exhibit E attached hereto and by this reference made a part hereof;

(iv) the Contractor shall notify the General Manager in writing at least two business days' prior to the date the Contractor proposes to enter the Access Easement and shall notify the General Manager or his designee each day thereafter that it will be entering the Access Easement;

(v) the Contractor shall be required to proceed with due diligence with respect to completion of the Construction Project to minimize the number of days use of the Access Easement.

The MVWA Entities and the MVWA Engineer shall be entitled to review all construction contracts and require changes if they determine that changes are needed in order to protect MVWA, the MVWA Entities, the MVWA Engineer, the MVWA Property, or operation of the MVWA facility.

Section 2.04 Construction of Project. The Resident shall be responsible for the oversight of the Construction Project. The Resident shall cause the Resident Engineer to notify the MVWA General Manager and MVWA Engineer of the construction schedule and to receive their written consent to the schedule. Any changes to the construction schedule or the plans and specifications which the Resident wishes to make after execution of the Construction Contract must be consented to in writing by MVWA Engineer.

Section 2.05 Observation of Work. The MVWA Entities and the MVWA Engineer shall be entitled to enter the Resident Property to observe the progress on the Construction Project but such observation shall not create any duty on the part of the MVWA Entities or the MVWA Engineer to the Resident, the Resident Engineer or the Contractor.

Section 2.06 Cooperation. The parties and their engineers agree to cooperate with respect to the Construction Project and, if mutually determined to be feasible and beneficial, to interconnect their erosion control systems to provide greater erosion control to both parties.

ARTICLE III

ACCESS TO MVWA PROPERTY

Section 3.01 Temporary Easement. Only Contractors who have provided their signed Construction Contract and certificate of insurance to the MVWA General Manager or the MVWA Engineer for review may enter the MVWA Property pursuant to the Temporary Easement. Only vehicles and equipment approved by the MVWA General Manager or the MVWA Engineer may enter the MVWA Property.

Section 3.02 Grant. MVWA hereby grants a temporary access easement to each Contractor complying with Section 3.01 for persons, approved vehicles and approved equipment on, over, and through the portions of MVWA Property shown on Exhibit C attached hereto and by this reference made a part hereof (the "Easement Area"), for purposes of ingress to and egress from the Resident Property. Use of such easement shall be limited to hours of operation approved by the MVWA General Manager.

Section 3.03 Duration of Easement. The Temporary Easement shall be for a period of six months commencing upon Contractor's use of the Temporary Easement unless such period is extended due to MVWA's interruption of access as provided in Section 3.06 hereof or by mutual agreement of the parties. The Temporary Easement will terminate if the Contractor does not seek access to the Temporary Easement by December 15, 2022.

Section 3.04 Damage to Property. Contractor shall be allowed to clear the Easement Area of overgrowth and to remove excess material on the gabion baskets making up the surface of the Easement Area on the terms and conditions specified in its Contract, with special care being taken to protect the existing gabion baskets, air scrubber foundation and air scrubbers located at the MVWA plant. Resident shall cause Contractor to return all areas of construction within the MVWA Property to their condition prior to construction, including but not limited to repair or replacement of fencing, the irrigation system and St. Augustin grass. Contractor will take photographs of the Easement Area before any work on the Construction Project commences (the "Before Photos") and after the work has been completed (the "After Photos") to show that the Easement Area has been restored to its pre-Construction Project condition. The Contractor shall be entitled to use the Before Photos and After Photos to demonstrate its completion of the restoration; however, if such photos do not clearly show all conditions prior to construction, such as the irrigation system, they will not be utilized as a basis for determining completion of the restoration required in this Section 3.04 as to those improvements. In addition, grass cover must be established for a minimum of three months, not just on the date of the After Photos All such

activities shall be carried out under the observation of the MVWA General Manager and/or MVWA Engineer. Contractor shall be responsible for any damage to MVWA Property, the MVWA Entities, the MVWA Contractors and the MVWA Engineer due to its activities.

Section 3.05 Costs. All activities and costs associated with clearing and removal of debris from the Easement Area, leveling and resodding the Easement Area, and disposing of material cleared from the Easement Area shall be the responsibility of the Contractor. In the event the Contractor fails to perform some or all of such activities and MVWA has to perform them in whole or part, the Resident or any successor owner of the Resident Property shall be responsible for paying MVWA for its performance of the activities.

Section 3.06 Interruption of Access. Though highly unlikely, MVWA shall have the right at any time to interrupt the Contractor's access to the Temporary Easement due to its own operational needs. MVWA will attempt to give notice of such interruption to the Contractor as soon as an interruption is foreseen, but failure to do so shall not change MVWA's right to interrupt such access. In the event of any interruption, including for an emergency, MVWA shall make a good faith effort to work with the Contractor to coordinate both parties' work.

Section 3.07 Ejection. The MVWA General Manager and/or MVWA Engineer shall observe the Contractor's activity on the Temporary Easement and shall be entitled to order the Contractor off the Temporary Easement if they observe any conduct which in his or their sole discretion determined to be harmful to the MVWA Entities, the MVWA Contractors, the MVWA Engineer, the MVWA Property, or MVWA's facilities or facility operations.

ARTICLE IV

INDEMNIFICATION BY RESIDENT

TO THE FULLEST EXTENT PERMITTED BY LAW, RESIDENT SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE MVWA ENTITIES, THE MVWA CONTRACTORS, AND THE MVWA ENGINEER (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST EVERY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND INCLUDING ALL RELATED FEES AND COSTS, TO INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, FOR:

(i) BODILY INJURY OR DEATH OF ANY PERSON, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, IN ANY WAY RELATED TO THE CONSTRUCTION CONTRACT OR IN CONNECTION WITH THE PERFORMANCE (OR NONPERFORMANCE) OF THE WORK OR OTHER ACTIVITIES OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, BREACH OF

CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, OR

(ii) BODILY INJURY OR DEATH OF ANY PERSON, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF THE CONSTRUCTION PROJECT, THE ERECTION OF THE SLOPE PROTECTION ON THE RESIDENT PROPERTY OR THE PERFORMANCE OF EROSION CONTROL ON THE RESIDENT PROPERTY, OR

(iii) ANY DAMAGE TO MVWA PROPERTY ARISING FROM THE CONSTRUCTION PROJECT.

RESIDENT DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE INDEMNIFIED PARTIES FROM ALL OF RESIDENT'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE CONSTRUCTION PROJECT, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE RESIDENT AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY AN INDEMNIFIED PARTY OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT AND CONSTITUTES A COVENANT RUNNING WITH THE RESIDENT PROPERTY.

ARTICLE V

COSTS

Section 5.01 Payment of Costs. Resident agrees to pay MVWA's legal and engineering costs related to the Construction Project, including (1) the drafting of this Agreement, (2) the review of the Construction Contract, (3) engineering review of the Resident's construction plans and ongoing observation of the construction, and (4) any damages to MVWA Property which a Contractor fails to pay.

Section 5.02 Deposit of Funds. MVWA acknowledges that Resident has deposited \$15,000 with MVWA. MVWA agrees to retain such funds in a separate account and provide the Resident with an accounting of expenses credited against the deposit. The reasonableness of all expenses shall be determined by the Board in its sole discretion. Resident will be required to replenish the account to the extent required to cover MVWA's third party legal and engineering costs. At the conclusion of the Construction Project or a determination by the Board that MVWA will not proceed with the Temporary Easement, the remaining funds in the account will be returned to the Resident.

ARTICLE VI

REPRESENTATIONS

Section 6.01 Representations Concerning Agreement. The Resident hereby represents and warrants as follows:

(a) Ownership. The Resident is the sole owner of the Resident Property and is fully qualified to transact any and all business contemplated by this Agreement.

(b) No Default. The execution and delivery of this Agreement by Resident in the manner contemplated herein and the performance and compliance with the terms hereof will not constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material contract, agreement or other instrument to which Resident is a party or which may be applicable to Resident or her assets.

(c) Binding Obligations. This Agreement, and all documents and instruments contemplated hereby, which are executed and delivered by Resident will constitute valid, legal and binding obligations of Resident enforceable in accordance with their respective terms except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles affecting creditors' rights generally.

(d) No Litigation. No litigation is pending or, to the best of its knowledge, threatened against Resident, which would prohibit its entering into this Agreement or consummating the transactions contemplated herein.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Term. The term of this Agreement shall commence on the date set forth on the first page of the Agreement and shall terminate on December 31, 2023, unless sooner terminated or extended by mutual agreement of the parties hereto; provided, however, the Agreement shall terminate immediately if the Construction Project does not commence by December 15, 2022, and MVWA shall have the right to terminate this Agreement at any time following a material default in compliance with its terms and conditions by the Resident or any Contractor which is not cured within fifteen (15) days after written notice to the Resident or Contractor.

Section 7.02 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 7.03 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 7.04 Covenants to Continue. Unless otherwise expressly provided, the representations, covenants, indemnities, and other agreements contained herein shall be deemed to be material and continuing, shall not be merged, and shall survive the completion of the Construction Project and the termination of this Agreement. The parties intend that such representations, covenants, indemnities and other agreements shall run with the Resident Property for the benefit of the MVWA Property and be binding on the successor owners of the Resident Property.

Section 7.05 Force Majeure. If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of "force majeure", then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure", as used herein, means any condition or event not reasonably within the control of such party, including, without limitation, acts of God; strikes, lock outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock outs, and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is in the judgment of the party hereto unfavorable to such party, shall not constitute failure to use its best efforts to remedy such a condition or event.

Section 7.06 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 7.07 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 7.08 Notices. Any notice or invoice authorized or required by this Agreement to be given to or to be filed with either party hereto shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by United States mail, postage prepaid (a) addressed as follows if to MVWA:

Board of Supervisors
Memorial Villages Water Authority
8955 Gaylord

Houston, Texas 77024

and (b) addressed as follows if to the Resident:

Ms. Jean Durdin
10 Farnham Park Drive
Houston, Texas 77024

with a copy to Cynthia Pickett at
cpickett@pickettlawgroup.com.

and (c) addressed as follow if to the General Contractor:

Satterfield & Pontikes Construction, Inc.
Attn: Sudip Guha
11750 Katy Freeway, Suite 500
Houston, Texas 77079

Either party hereto may, by notice sent to the other party hereto, designate a different address to which notices under this Agreement are to be sent.

Section 7.09 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 construction of the Construction Project.

Section 7.10 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 7.11 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 7.12 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 7.13 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.

Section 7.14 COUNSEL. THE PARTIES ACKNOWLEDGE THAT THEY ARE EXECUTING A LEGAL DOCUMENT THAT CONTAINS CERTAIN DUTIES, OBLIGATIONS AND RESTRICTIONS AS SPECIFIED HEREIN. THE PARTIES FURTHERMORE ACKNOWLEDGE THAT THEY HAS BEEN ADVISED OF THEIR RIGHT TO RETAIN LEGAL COUNSEL, AND THAT THEY HAVE EITHER BEEN REPRESENTED BY LEGAL COUNSEL PRIOR TO THEIR EXECUTION HEREOF OR HAVE KNOWINGLY ELECTED NOT TO BE SO REPRESENTED.

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

RESIDENT:

Printed Name: Jean Durdin

MVWA:

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

By: _____
Printed Name: Gary Schenk
Title: President, Board of Supervisors

RATIFICATION

IN WITNESS WHEREOF, the General Contractor does hereby ratify, approve, confirm, and agree to be bound by the foregoing Temporary Access Easement and Construction and Indemnification Agreement as of the Effective Date.

General Contractor

Satterfield & Pontikes Construction, Inc.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

 This instrument was acknowledged before me on the _____ day of _____, 20____,
by Gary Schenk, as President, Board of Supervisors, Memorial Villages Water Authority.

Notary Public in and for
the State of Texas

Typed/Printed Name of Notary
My Commission Expires:_____

[SEAL]

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Jean Durdin, an individual, of 10 Farnham Park Drive, Houston, Texas 77024.

Notary Public in and for
the State of Texas

Typed/Printed Name of Notary
My Commission Expires:_____

[SEAL]

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, as _____ of Satterfield & Pontikes Construction, Inc., on behalf of said corporation.

Notary Public in and for
the State of Texas

Typed/Printed Name of Notary
My Commission Expires:_____

[SEAL]

EXHIBIT A

Reserve "A" and Lot 11, Farnham Park, City of Piney Point Village, Texas, a subdivision of a 35.2627 acre tract in the John D. Taylor Survey A-72, Harris County, Texas, according to the map or plat thereof filed May 23, 1963 under File No. B693784 and recorded at Vol. 100 Page 16 of the Map Records of Harris County, Texas.

EXHIBIT B

Lot 10, Farnham Park, City of Piney Point Village, Texas, a subdivision of a 35.2627 acre tract in the John D. Taylor Survey A-72, Harris County, Texas, according to the map or plat thereof filed May 23, 1963 under File No. B693784 and recorded at Vol. 100 Page 16 of the Map Records of Harris County, Texas.

EXHIBIT C

Diagram of the Temporary Easement

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Exhibit C-1

EXHIBIT D

CONTRACTOR INSURANCE REQUIREMENTS

1. Insurance Certificates. Before beginning the Work under this Contract, Contractor shall furnish certificates of insurance to MVWA evidencing that the insurance required below is in force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Contract is in effect.

2. Accuracy of Information. Contractor warrants the accuracy of all information shown on each certificate furnished to MVWA by Contractor or on Contractor's behalf by Contractor's broker or other representative.

3. Minimum Required Insurance and Minimum Limits of Liability. Before beginning the Work, and throughout performance of the Work and the term of this Agreement, Contractor shall obtain and maintain in force and effect, at Contractor's sole expense, insurance of the following types and amounts from insurance rated by Best's A- and VII or better:

A. Workers' Compensation Insurance affording statutory benefits in accordance with all requirements of the Texas Workers' Compensation Act and covering Contractor's employees. For additional requirements, see below.

B. Employer's Liability Insurance with limits of not less than \$100,000 per accident or disease.

C. Commercial General Liability Insurance, including coverage for bodily injury and property damage, personal and advertising injury, the products-completed operations hazard, and insured contracts, applicable in Texas, on a form no less broad than that promulgated by the Insurance Services Office dated 2004 or thereafter, and with limits of not less than:

- i. Each Occurrence - \$500,000
- ii. General Aggregate - \$1,000,000
- iii. Products-Completed Operations Aggregate - \$1,000,000.

D. Business Automobile Liability Insurance, including coverage for bodily injury and property damage, on a form no less broad than that promulgated by the Insurance Services Office dated 1985 or thereafter, with limits of not less than \$1,000,000 combined single limit for each accident and covering owned, hired or leased, and non-owned autos.

E. Excess or Umbrella Liability Insurance, affording coverage no less broad than, and applying excess of the limits of liability, of the policies required by B, C, and D, above, with limits of not less than \$2,000,000* per occurrence and in the aggregate.

4. Additional Insurance or Limits. Paragraphs 3.A. through 3.E., above, state the minimum types of insurance and limits of liability required by this Agreement in connect with the Work. Contractor may, in its sole discretion, procure additional insurance or higher limits of liability at Contractor's sole expense.

5. **Memorial Villages Water Authority, its Board of Supervisors, employees, managers, representatives, contractors and Langford Engineering To Be Named An Additional Insured.** To the extent allowed by law, the Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Insurance required by 3.C., 3.D., and 3.E., above, shall be endorsed to provide that **Memorial Villages Water Authority, its Board of Supervisors, employees, managers, representatives, contractors, and Langford Engineering** (collectively, "the Additional Insureds"), are added as additional insureds for liability arising out of the Work, to include liability based on either alleged fault or vicarious liability. Such additional insured coverage shall not be limited to liability caused by Contractor or Contractor's fault.

6. **Primary/Non-contributing.** The insurance policies required by 3.C. and 3.D., above, shall provide that the Additional Insureds are covered on a primary basis. Also, the insurance policies required by 3.C., 3.D. and 3.E., above, (i) shall also be endorsed to provide that Contractor's insurers will not seek contribution or recovery from such other insurance as may be available to the Additional Insureds; and (ii) shall not provide that coverage for the Additional Insureds applies excess of other insurance coverage available to the Additional Insureds.

7. **Insurance Required of Contractor's Subcontractors.** Contractor shall require all subcontractors who will perform any of the Work to obtain the same insurance and limits of liability as required by 3.A., 3.B., 3.C., 3.D., and 3.E., above. Contractor shall also require all such subcontractors to cause their insurers to waive subrogation to the same extent as required of Contractor's insurers by the following provision, Paragraph 8. Contractor shall obtain Certificates of Insurance from its subcontractors before they begin any of the Work and, upon request, shall provide copies thereof to MVWA.

8. **Waiver of Subrogation in Favor of Memorial Villages Water Authority.** The parties intend that none of Contractor's insurers shall subrogate against Memorial Villages Water Authority, its Board of Supervisors, employees, managers, representatives, contractors, or Langford Engineering. Accordingly, Contractor agrees to cause all of its insurers—not limited to insurers underwriting the policies required above—to waive subrogation against Memorial Villages Water Authority, its Board of Supervisors, employees, managers, representatives, contractors and Langford Engineering.

For the avoidance of doubt, Contractor also agrees that it presently waives and releases all rights of recovery, claims, or causes of action that might hereafter arise in favor of Contractor against MVWA, its Board of Supervisors, employees, managers, representatives, contractors or Langford Engineering for any loss, damage or liability that is covered by Contractor's insurance, regardless of whether the loss, damage or liability is caused by the negligence, breach of any legal duty, or other fault of Memorial Villages Water Authority, its Board of Supervisors, employees, managers, representatives, contractors or Langford Engineering. The foregoing waiver and release is effective even if Contractor fails to obtain the required insurance.

9. **Notice of Cancellation, Modification or Impairment of Limits.** The policies required above shall be endorsed to provide that they will not be canceled, or the coverage or limits of liability thereunder materially changed, without at least seven (7) days prior written notice to MVWA.

10. **Notice of Impairment of Limits.** Contractor shall give written notice to MVWA no later than seven (7) days after the date on which an impairment of a required aggregate limit, due to the payment of a claim or defense expense, reduces the available aggregate limit to an amount 50% or less than the aggregate limit required above. If Contractor's available excess insurance will not drop down and comply with paragraphs 3.B., 3.C, 3.D, and 3.E of these insurance requirements, MVWA may require reinstatement of an impaired aggregate limit up to the amount required.

11. Information Concerning Contractor's Insurance Program. If MVWA has questions concerning Contractor's casualty insurance program, Contractor agrees to promptly answer them. Complete, true and correct copies of each policy required above shall be furnished to MVWA promptly upon MVWA's request, but Contractor may redact payroll and premium information. Contractor agrees to cooperate with MVWA, and with MVWA's insurance broker, in the event MVWA elects to seek or obtain additional insurance benefiting MVWA.

12. Contractor's Compliance with Policy Conditions. Contractor shall comply with and not violate, or knowingly permit to be violated, any condition of the insurance policies required above. Contractor agrees to give its insurers timely written notice of all occurrences, accidents or claims arising out of the Work, with a copy to MVWA.

13. Contractor's Payment of Premiums, Deductibles and SIRs. Contractor, not MVWA, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Contractor's insurance, including the insurance required above.

14. Non-waiver — No Limitation of MVWA's Rights. Contractor unilaterally agrees to comply with the provisions of this Section. Accordingly, MVWA's or Additional Insureds' knowledge concerning deficiencies in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to MVWA and/or Additional Insureds, shall not affect MVWA's or Additional Insureds' rights and shall not result in a waiver or otherwise limit or impair MVWA's or Additional Insureds' remedies for Contractor's failure to comply with the requirements of this Section.

15. No Impairment or Waiver of Rights. Nothing contained in this Section shall restrict, limit, impair or waive MVWA's rights or Contractor's duties under the other terms of this Contract or under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude MVWA from recovery against Contractor for any liability arising under this Contract or under law.

16. Automatic reformation to conform to law. The parties intend this Contract to comply with Texas law. Accordingly, the parties agree that any legal limitations now or hereafter in effect and affecting the validity or enforceability of any provision of this Contract are made a part hereof and shall operate to amend this Contract to the minimum extent necessary to bring all provisions into conformity with the requirements of such limitations and, as so modified, this Contract shall continue in full force and effect.

17. Term of Insurance Requirements. All of the foregoing insurance requirements shall survive termination of this Contract. All required insurance shall continue for at least thirty (30) days after final completion of the Work, to include performance of all warranty work.

18. Claims Made Coverage. In addition, Contractor shall maintain in force and effect any required claims-made coverage for a minimum of two (2) years after final completion of the Work and shall purchase an extended reporting period, or "tail coverage," if necessary to comply with this requirement.

Additional Requirements for Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of Coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC- 81, TWCC-82, TWCC-83, or TWCC-84), showing statutory Workers' Compensation Insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("Subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. **"Services"** include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to MVWA:

1. a certificate of coverage, prior to that person beginning work on the project, so MVWA will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify MVWA in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project;
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
6. notify MVWA in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to MVWA that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles MVWA to terminate the access easement if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from MVWA.

EXHIBIT E

CONTRACTOR INDEMNIFICATION REQUIREMENTS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS MEMORIAL VILLAGES WATER AUTHORITY, ITS BOARD OF SUPERVISORS, EMPLOYEES, MANAGERS, REPRESENTATIVES, CONTRACTORS AND LANGFORD ENGINEERING (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST EVERY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND INCLUDING ALL RELATED FEES AND COSTS, TO INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, FOR:

(I) BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER, **EVEN IF SUCH BODILY INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE INDEMNIFIED PARTIES;** AND

(II) BODILY INJURY TO OR DEATH OF ANY PERSON NOT ENCOMPASSED IN (I), ABOVE, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, IN ANY WAY RELATED TO THIS CONTRACT OR IN CONNECTION WITH THE PERFORMANCE (OR NONPERFORMANCE) OF THE WORK OR OTHER ACTIVITIES OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE INDEMNIFIED PARTIES FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, **REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.** THIS INDEMNITY OBLIGATION IS INTENDED TO COMPLY WITH CHAPTER 151 OF THE TEXAS INSURANCE CODE ANY OTHER APPLICABLE LAW. IT IS AGREED THAT WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE ENFORCEABILITY OF THIS INDEMNIFICATION OBLIGATION, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THIS INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THIS INDEMNIFICATION OBLIGATION INTO

CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED,
THIS INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.

THIS INDEMNIFICATION OBLIGATION IS INDEPENDENT OF THE INSURANCE
REQUIRED HEREIN.

Exhibit D

CERTIFICATE FOR
RESOLUTION SETTING REGULAR MEETING DATE, TIME AND PLACE

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:

The Board convened in regular session, open to the public, on December 6, 2022, at 6:00 p.m., at the Authority's office at 8955 Gaylord, Houston, Harris County, Texas at 7:00 p.m.. A roll call was taken of the persons present:

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 the following:
_____. Whereupon among other business, the following was transacted
at such Meeting: A written

RESOLUTION SETTING REGULAR MEETING DATE, TIME AND PLACE

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: _____ NOES: _____

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 such Meeting was open to the public, and public notice of the time, date, place teleconference number, and purpose of such Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____

Secretary, Board of Supervisors

President, Board of Supervisors

(Authority seal)

RESOLUTION SETTING REGULAR MEETING DATE, TIME AND PLACE

THE STATE OF TEXAS
COUNTY OF HARRIS
MEMORIAL VILLAGES WATER AUTHORITY

§
§
§

WHEREAS, the Board of Supervisors (the "Board") of Memorial Villages Water Authority (the "Authority") has established a regular meeting date, time and place for Board monthly meetings; and

WHEREAS, the Board deems it necessary to change such regular meeting date, time and place for Board monthly meetings;

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

I.

The Board hereby sets the date of the regular monthly Board meetings as the second Tuesday of the month, the time of the regular monthly Board meetings as 7:00 p.m., and the location of the regular monthly Board meetings at the Authority's office at 8955 Gaylord, Houston, Harris County, Texas, within the boundaries of the Authority. The public is invited to any meeting of the Board.

II.

Notice of the meetings will be posted on the Authority's website at <http://mvwa.org>, and at the Authority's office at 8955 Gaylord, Houston, Harris County, Texas .

III.

The President or Vice President and the Secretary or Assistant Secretary of the Board are authorized to evidence adoption of this Resolution; and the President or Vice President and the attorneys for the Authority, or any of them, are authorized to do all other things proper and necessary to carry out the intent hereof.

* * * *



Exhibit E

December 1, 2022

Langford Engineering, Inc.
1080 W Sam Houston Pkwy N, Suite 200
Houston, Texas 77043

Attention: John Davis
Reference: Water Well No. 3 Piney Point

Mr. Davis,

This is confirming the removal of the above referenced water well pump has been completed. The equipment has been hauled to our facility for complete evaluation. The camera survey has also been completed.

The oil has been bailed off the top of the static water level, the level is now at 309'. The survey revealed the well to be constructed with 16" surface casing and 10" blank and screen sections. The original depth was not known during the survey, the camera stopped at 1214' and was still in a screen section. The top of the 10" lap section is 847'.

The 16" casing has several areas that have large flaking section that should be wire-brushed off. Once the 16" casing is cleaned up, it would also be recommended to wire-brush the 10" due to heavy build up. Once the airlifting has been completed, the accumulated fill material would need to be removed. Following the fill removal, a camera survey would be completed to double check the integrity of the steel liner and screens. Prior the installing the pump equipment a chlorine treatment would be also recommended.

Based on the above recommendations the following costs would be anticipated.

1. Mobilize/demobilize all support equipment for well rehabilitation	\$3,400.00
2. Wire-brush 16" casing	9,000.00
3. Wire-brush 10" blank/screens	8,100.00
4. Airlift remove fill material from bottom of well	14,000.00
5. Re-televisc well	1,500.00
6. Insert/agitate chlorine into screen sections	<u>9,200.00</u>

Total Cost for Above \$45,200.00

Pump Equipment

The pump equipment is available for your inspection. The bowl assembly removed is an American Marsh 14LC 5 stage, the bowl case has developed holes, the bowl bearings and cases are completely whipped out. The column pipe appears to be in good shape and will be able to be re-used. The inner column assembly is showing pitting and the faces on the ends of the tubes do not look like they would provide a seal. The line-shaft bearings are showing signs of wear which is most likely due to the whipping of the shaft from the bowl assembly. The steel discharge head is recommended to be replaced, it has a welded base plate which in our opinion is not a machined fit and could cause pre-mature failure due to misalignment.

It is our recommendations to replace the following parts below.

1. 14RJ Goulds 6 stage bowl assembly (1700gpm @ 400 tdh)	\$23,952.00
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2. 560' of 2 1/2" x 1 11/16" complete inner column assembly (includes new bearings, line-shaft couplings, shafting)	40,474.00
3. Stuffing box w/tube tension bearing	2,370.00
4. 560' stainless steel airline w/gauge	2,020.00
5. 10" x 10' suction pipe w/fabricated strainer	1,470.00
6. 3-gallon oil reservoir	2,800.00
7. Fabricated steel discharge head	23,640.00
8. Motor Repair; clean, electrical inspection, balance rotor and ratchet, install 2 thrust bearings, 1 guide bearing, drive coupling, heater, sight glass, drain plug, oil, assemble and test	18,628.00
9. Haul equipment to well site	2,350.00
10. Installation of pump equipment	7,500.00
11. Start up and sample	2,300.00
12. GM Production Test	<u>950.00</u>

Total Cost \$128,454.00

Note: Delivery on equipment is 8 weeks from approval to release order for production.

*Motor Inspection is bench testing only, it has not been broken down for internal inspection, **machine work may be required and would be additional costs.***

Option: New 250HP US Inverter Duty Motor w/RTD's, BTD's \$62,498.00

Complete Rehabilitation Costs

1. Pull and inspection of pump and t television survey	\$ 9,800.00
2. Well Cleaning	45,200.00
3. Pump Equipment	<u>128,454.00</u>

Total Cost \$183,454.00

C & C Water Services appreciates the opportunity to work with you on this project, if you have any questions, please give us a call.

Regards,

Jim Caldwell

Jim Caldwell
President
281-520-2205 Cell
832-761-7793 Office
jim@c-waterservices.com
www.c-waterservices.com





C & C Water Services LLC
Pump Tear Down & Inspection Report

Date:	12/1/2022
Customer:	Memorial Village
Job Name:	Piney Point

Pump Information

Bowl Model No.: 14LC (American Marsh) 10" x 2 1/2" x 1 11/16" x 560'
No. Stages: 5 stage

Other:

Condition

Description	Size	Qty	Good	Fair	Poor	Re-useable	Comments
Tube Adapter Brg		1			1		
Tube Adapter		1			1		
Discharge Ring		1			1		
Discharge Case		1			1		
Throttle Bearing		1			1		
Collet		5			5		
Impeller		5			5		
Bowl Bearing		5			5		
Intermediate Bowl		5			5		
Suction Case		1			1		
Suction Case Bearing		1			1		
Sand Collar		1			1		
Bowl Shaft		1			1		
Suction Case Plug		1			1		

Summary: Bowl case has developed holes in casting
 Recommend new bowl assembly

Column Assembly

Condition

Description	Size	Qty	Good	Fair	Poor	Re-useable	Comments
10" x 20' column pipe		27	27				
10" x 10' column pipe		1	1				
10" top special column pipe		1	1				
3" oil tube		112			112		
1 15/16" x 20' lineshaft		27			27		
1 15/16" x 10' lineshaft		1			1		14LC
1 15/16" top speical shaft/tube		1			1		
1 15/16" x 3" ls bearings		112			112		
1 15/16" ls coupling		28			28		
Tube tension bearing		1			1		
10" x 3" rubber centralizers		28			27		

Summary: Recommend replacement on inner column assembly
 Re-use column pipe

Discharge Head

Condition

Description	Size	Good	Fair	Poor	Re-useable	Comments
Steel Fab Cast Iron	10"x10"			x		Head has double welded base plate.

Summary: Recommend new discharge head due to double welded base plate (Old Floway Style Head)

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

TOTAL FACILITY DISCHARGE

TX 0047457
 PERMIT NUMBER

011 A
 DISCHARGE NUMBER

F - FINAL
 MAJOR

MONITORING PERIOD
 YEAR/MO/DAY
 FROM 22/10/1 TO 22/10/31

*** NO DISCHARGE

PARAMETER	SAMPLE	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM			
OXYGEN, DISSOLVED (DO)	MEASUREMENT	*****	*****			*****	*****			
	PERMIT REQUIREMENT	*****	*****	****	7.30	*****	*****	0	2 / WEEK	GRAB
	EFFLUENT GROSS VALUE	*****	*****	****	4.0 MIN	*****	*****		TWICE / WEEK	GRAB
PH	MEASUREMENT	*****	*****			*****	*****			
	PERMIT REQUIREMENT	*****	*****	****	7.0	*****	8.1	0	2 / WEEK	GRAB
	EFFLUENT GROSS VALUE	*****	*****	****	6.0 MINIMUM	*****	9.0 MAXIMUM		TWICE / WEEK	GRAB
SOLIDS, TOTAL SUSPENDED	MEASUREMENT	*****	*****	(26)		*****	*****			
	PERMIT REQUIREMENT	*****	*****	****	*****	1.14	1.40	0	2 / WEEK	COMP-5
	EFFLUENT GROSS VALUE	382 30 DA AVG	*****	LBS/DAY (26)	*****	15 DAILY AVG	40 DAILY MAX		TWICE / WEEK	COMP-5
NITROGEN, AMMONIA TOTAL (AS N)	MEASUREMENT	*****	*****			*****	*****			
	PERMIT REQUIREMENT	*****	*****	****	*****	1.33	3.10	0	2 / WEEK	COMP-6
	EFFLUENT GROSS VALUE	76 30 DA AVG	*****	LBS/DAY (03)	*****	2 DAILY AVG	10 DAILY MAX		TWICE / WEEK	COMP-6
EFFLUENT GROSS VALUE FLOW, IN CONDUIT OR THRU TREATMENT PLANT	MEASUREMENT	*****	*****			*****	*****			
	PERMIT REQUIREMENT	*****	*****	MGD	*****	*****	*****	0	CONT	METER TOTAL
	EFFLUENT GROSS VALUE	0.945 REPORT DAILY AVG	2.418 REPORT DAILY MAX	MGD	*****	*****	*****		CONTINUOUS	TOTALZ
EFFLUENT GROSS VALUE FLOW, IN CONDUIT OR THRU TREATMENT PLANT	MEASUREMENT	*****	*****	(78)		*****	*****			
	PERMIT REQUIREMENT	*****	*****	GPM	*****	*****	*****	0	CONT	METER TOTAL
	EFFLUENT GROSS VALUE	6422 2 HR PEAK	*****	GPM	*****	*****	*****		CONTINUOUS	TOTALZ
See Comments Below FLOW, IN CONDUIT OR THRU TREATMENT PLANT	MEASUREMENT	*****	*****			*****	*****			
	PERMIT REQUIREMENT	*****	*****	MGD	*****	*****	*****	0	CONT	METER TOTAL
	EFFLUENT GROSS VALUE	1.274 ANN AVG	3.05 ANN AVG	MGD	*****	*****	*****		CONTINUOUS	TOTALZ

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

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT

TOTAL FACILITY DISCHARGE

TX 0047457
 PERMIT NUMBER

011 A
 DISCHARGE NUMBER

F - FINAL
 MAJOR

YEAR/MO/DAY
 22/10/1 TO 22/10/31

*** NO DISCHARGE ***

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

PARAMETER	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
	AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM			
CHLORINE, TOTAL RESIDUAL 50060 B 0 0 PRIOR TO DISINFECT	*****	*****	****	*****	*****	0.07	0	8/PER DAY	GRAB
	*****	*****	****	*****	*****	INST. MAX		DAILY	GRAB
CHLORINE, TOTAL RESIDUAL 50060 P 0 0 SEE COMMENTS BELOW	*****	*****	****	1.01	*****	*****	0	8/PER DAY	GRAB
	*****	*****	****	1.0	*****	*****		DAILY	GRAB
E.coli 51040 1 0 0	*****	*****	****	*****	*****	*****	0	2 / WEEK	GRAB
	*****	*****	****	*****	*****	*****		01/07 WEEKLY	GRAB
BOD, CARBONACEOUS 05 DAY, 20 C 80082 1 0 0 EFFLUENT GROSS VALUE	27.86	*****	(26)	*****	5.29	29.00	0	2 / WEEK	COMP - 6
	264	*****	LBS/DAY	*****	DAILY AVG	DAILY MAX		TWICE / WEEK	COMP - 6
	30 DAY AVG	*****		*****	*****	*****			
	*****	*****		*****	*****	*****			
	*****	*****		*****	*****	*****			
	*****	*****		*****	*****	*****			
	*****	*****		*****	*****	*****			
	*****	*****		*****	*****	*****			

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

MEMORIAL VILLAGES
WATER AUTHORITYWASTE WATER TREATMENT FACILITY
MONTHLY OPERATING REPORTFOR: October, 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 cfu/100ml	e-coli GeoMean	BOD mg/l	NH3N mg/l	TSS mg/l	VSS mg/l	TOTAL INCHES
1	08:00	0.929000					1.47	90		0.03							
2	08:00	0.715000					3.52	100		0.02							
3	07:00	0.645000					1.90	80		0.03							
4	07:00	0.934000	4.00	1.00	0.10	7.30	1.17	140	8.70	0.03	29	1.46	252.0	38	306.0	248.0	
5	07:00	0.914000					1.37	120		0.03							
6	07:00	0.932000	4.30	1.00	0.20	7.50	1.17	110	7.60	0.06	4	0.60	41.0	26	70.0	66.0	
7	07:00	0.960000					2.26	110		0.03							
8	08:00	0.962000					2.63	120		0.02							
9	08:00	0.685000					3.76	80		0.02							
10	07:00	0.632000					2.84	90		0.04							
11	07:00	1.455000	2.90	1.10	0.20	7.00	1.01	170	7.30	0.04	22	1.34	184.0	32	212.0	202.0	
12	07:00	0.595000					4.44	70		0.03							
13	07:00	1.038000	3.00	1.40	3.10	7.20	1.82	120	7.80	0.03	2	0.30	144.0	25.7	385.0	335.0	
14	07:00	0.971000					1.69	120		0.03							
15	08:00	0.897000					1.8	90		0.04							
16	08:00	0.737000					3.2	100		0.07							
17	07:00	0.867000					1.23	80		0.02							
18	07:00	1.037000	3.90	1.00	0.20	7.10	3.39	150	8.00	0.03	2	0.30	133.0	41.3	200.0	174.0	0.01
19	07:00	0.937000					3.62	110		0.04							
20	07:00	0.864000	3.30	1.00	2.90	7.40	3.08	80	7.90	0.03	15	1.18	155.0	36.1	138.0	118.0	
21	07:00	0.945000					2.37	80		0.04							
22	08:00	0.953000					2.25	80		0.03							
23	08:00	0.783000					3.52	80		0.03							
24	07:00	0.780000					3.36	70		0.02							
25	07:00	1.159000	2.40	1.40	2.70	7.20	2.67	110	7.40	0.04	2	0.30	108.0	32.4	74.0	72.0	0.27
26	07:00	0.996000					2.67	100		0.03							
27	07:00	0.897000	2.20	1.20	1.20	8.10	3.53	80	7.70	0.03	2	0.30	158.0	37.7	164.0	136.0	
28	07:00	1.014000					1.67	70		0.03							0.02
29	08:00	2.418000					3.44	210		0.02							1.49
30	08:00	0.889000					3.84	100		0.02							
31	07:00	0.772000					2.67	80		0.03							
TOTAL		29.303	26.00	9.10	10.60	68.80	79.26	3190	82.40	0.98	78.00	5.79	1175.0	268.2	1549.0	1361.0	1.79
AVERAGE		0.945	3.25	1.14	1.33	7.35	2.66	103	7.80	0.03	9.75	5.29	146.9	33.5	193.6	168.9	0.45
MAXIMUM		2.418	4.30	1.40	3.10	8.10	4.44	210	8.70	0.07	29.00	1.46	252.0	41.3	385.0	335.0	1.49
MINIMUM		0.595	2.20	1.00	0.10	7.00	1.01	70.00	7.30	0.02	2.00	0.30	41.00	25.70	70.00	66.00	0.01

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	2Wk	Comp.
TSS	15 (382)	25	40	60	2Wk	Comp.
NH3N						
April - October	2 (51)	6	10	15	2Wk	Comp.
November - March	3 (76)	7	10	15	2Wk	Comp.
E.coli bacteria colonies per 100 ml	63 (N/A)	N/A	197	NA	1Wk	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		2Wk	Grab
pH	Min. 6.0 mg/l		Max. 9.0 mg/l		1Wk	Grab

CHIEF OPERATOR

Noe Martinez Jr.

GEN. MANAGER

Trey Cantu

Exhibit H

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

Prepared by: Elizabeth Ruiz, Tax Assessor/Collector

A. Current Taxable Value \$ 6,145,638,069

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

	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Original Levy 0.025468	\$ 1,508,129.96	\$ -	\$ 1,508,129.96
Carryover Balance	-	74,247.21	74,247.21
Adjustments	57,041.28	(3,624.87)	53,416.41
Adjusted Levy	1,565,171.24	70,622.34	1,635,793.58
Less Collections Y-T-D	4,681.62	39,523.09	44,204.71
Receivable Balance	\$ 1,560,489.62	\$ 31,099.25	\$ 1,591,588.87

C. COLLECTION RECAP:

Current Month:	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Base Tax	\$ 4,681.62	\$ 7,427.45	\$ 12,109.07
Penalty & Interest	-	3,933.78	3,933.78
Attorney Fees	-	182.56	182.56
Other Fees	0.29	1.14	1.43
Total Collections	\$ 4,681.91	\$ 11,544.93	\$ 16,226.84

Year-To-Date:	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Base Tax:	\$ 4,681.62	\$ 39,523.09	\$ 44,204.71
Penalty & Interest	-	7,311.74	7,311.74
Attorney Fees	-	1,761.96	1,761.96
Other Fees	0.29	58.10	58.39
Total Collections	\$ 4,681.91	\$ 48,654.89	\$ 53,336.80

Percent of Adjusted Levy	0.30%	3.41%
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MONTHLY TAX OFFICE REPORT

Tax A/R Summary by Year

October 31, 2022

YEAR	BEGINNING BALANCE AS OF 04/30/2022	ADJUSTMENTS	COLLECTIONS	RECEIVABLE BALANCE AS OF 10/31/2022
21	\$ 39,586.41	\$ (4,803.96)	\$ 27,012.70	\$ 7,769.75
20	7,195.87	425.56	2,650.22	4,971.21
19	5,943.71	326.54	2,377.06	3,893.19
18	3,839.05	426.99	1,156.45	3,109.59
17	2,844.31	-	654.95	2,189.36
16	2,660.26	-	605.78	2,054.48
15	2,363.12	-	620.87	1,742.25
14	2,922.38	-	640.67	2,281.71
13	1,290.83	-	629.90	660.93
12	1,472.59	-	485.78	986.81
11	1,271.21	-	457.15	814.06
10	452.12	-	437.70	14.42
09	456.30	-	450.74	5.56
08	567.86	-	447.50	120.36
07	596.03	-	462.43	133.60
06	444.01	-	433.19	10.82
05	295.39	-	-	295.39
04	18.15	-	-	18.15
03	13.37	-	-	13.37
02	14.24	-	-	14.24
	<u>\$ 44,883.56</u>	<u>\$ (3,624.87)</u>	<u>\$ 39,523.09</u>	<u>\$ 31,099.25</u>

MEMORIAL VILLAGES WATER AUTHORITY
FUND BALANCES - INVESTMENT AND BANK ACCOUNTS

12/2/2022

BANK ACCOUNTS

<u>ACCT. NO.</u>	<u>MVWA FUND NAME</u>	<u>DEPOSITORY</u>	<u>TYPE OF FUND</u>	<u>ACCOUNT VALUE</u>
3542466374	CHECKING - PF	WELLS FARGO	CHECKING	\$72,368.31
3542466382	CHECKING - PF PLUS	WELLS FARGO	INT. CHECKING	\$328,777.91
1004246383	BUSINESS OPERATING	ALLEGIANCE BANK	DEPOSIT/CHECKING	\$4,138,251.13
1004246409	BUSINESS CHECKING	ALLEGIANCE BANK	CHECKING	\$6,015.70

TOTAL VALUE **\$4,545,413.05**

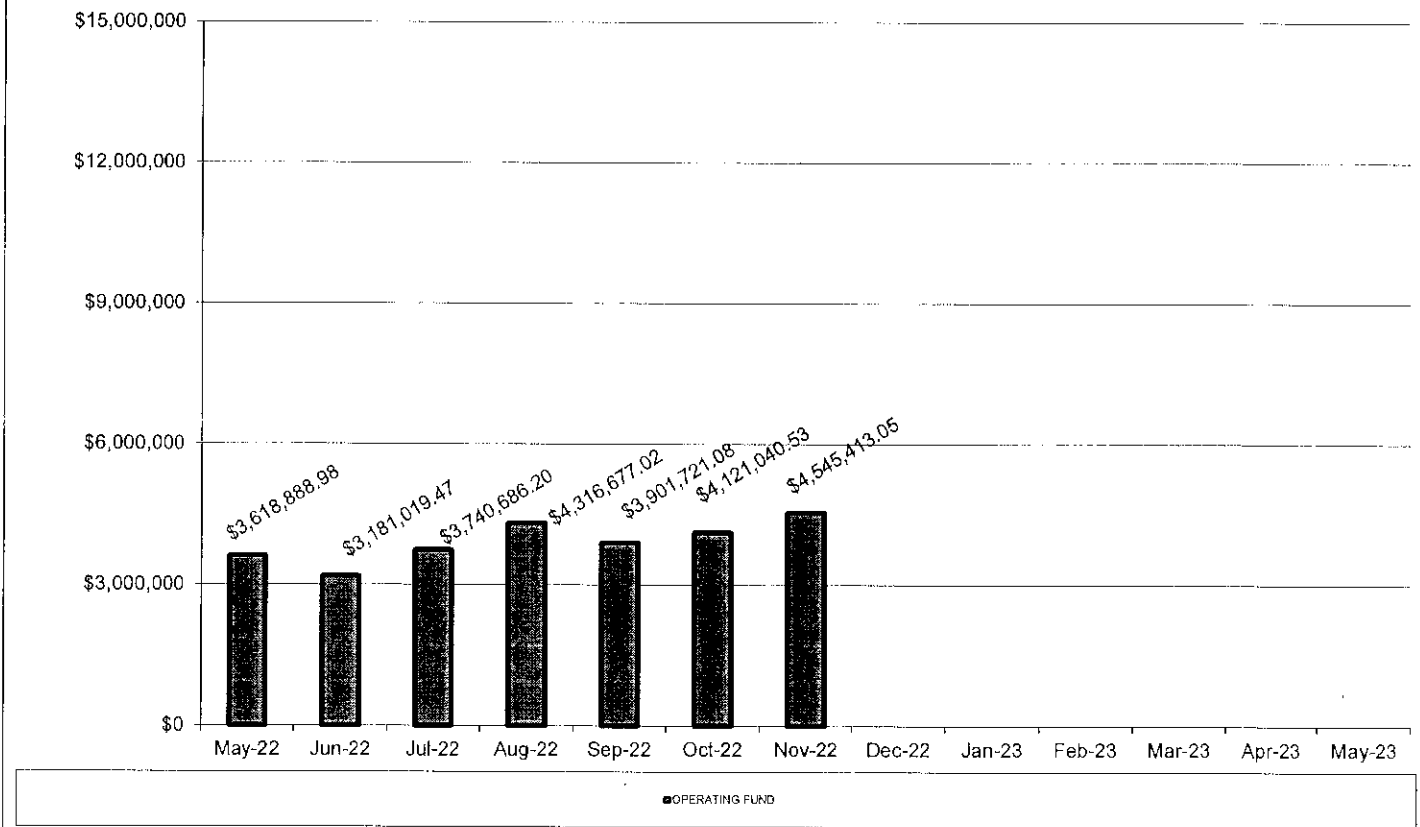
PLEDGED SECURITIES, PAR VALUE, ABOVE FDIC COVERAGE

\$5,802,914.99

MVWA FUND NAMETOTAL FUND VALUE

OPERATING FUND

TOTAL VALUE **\$4,545,413.05**

FUND BALANCES

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

Trey Cantu
Trey Cantu, General Manager

MEMORIAL VILLAGES WATER AUTHORITY
BUDGETED STATEMENT OF REVENUE AND EXPENDITURES
FOR MONTH ENDING OCTOBER 31, 2022

Exhibit J

	MONTH ACTUAL	MONTH BUDGET	MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	%	ANNUAL BUDGET 2022-2023 TOTAL	ANNUAL BUDGET 2022-2023 REMAINING	%
REVENUE SUMMARY										
WATER SALES	457,982	408,333	(49,649)	3,241,921	2,449,998	(791,923)	66%	4,899,996	1,658,075	34%
SEWER SALES	190,861	196,250	5,389	1,066,904	1,177,500	110,596	45%	2,355,000	1,288,096	55%
LATE PENALTIES	3,050	1,333	(1,717)	15,367	7,998	(7,369)	96%	15,996	629	4%
COMPLETED TAPS/TAP REVENUES	0	5,750	5,750	20,925	34,500	13,575	30%	69,000	48,075	70%
MISCELLANEOUS REVENUE	168	1,250	1,082	17,807	7,500	(10,307)	119%	15,000	(2,807)	-19%
SEWER SERV-BUNKER HILL VILLAGE	45,459	36,250	(9,209)	187,660	217,500	29,840	43%	435,000	247,340	57%
INTEREST EARNED-OPERATING FUND	5,028	792	(4,236)	8,585	4,752	(3,833)	90%	9,504	919	10%
TAX REVENUE COLLECTED	9,025	129,167	120,142	44,205	775,002	730,797	3%	1,550,004	1,505,799	97%
TOTAL REVENUE	711,573	779,125	67,552	4,603,374	4,674,750	71,376	49%	9,349,500	4,746,126	51%
EXPENSE SUMMARY										
WATER PLANT EXPENSES	358,274	415,114	56,840	2,584,929	2,490,684	(94,245)	52%	4,981,368	2,396,439	48%
WATER DISTRIBUTION EXPENSES	20,515	36,871	16,356	212,437	221,226	8,789	48%	442,452	230,015	52%
WWTF EXPENSES	156,390	239,320	82,930	632,521	1,435,920	803,399	22%	2,871,840	2,239,319	78%
SEWER COLL/LIFT STATIONS EXPENSES	15,435	32,272	16,837	93,685	193,632	99,947	24%	387,264	293,579	76%
BILLING & COLLECTION EXPENSES	5,149	5,583	434	29,522	33,498	3,976	44%	66,996	37,474	56%
G & A EXPENSES	91,237	100,432	9,195	625,359	602,592	(22,767)	52%	1,205,184	579,825	48%
TOTAL EXPENSES	646,999	829,592	182,593	4,178,454	4,977,552	799,098	42%	9,955,104	5,776,650	58%
REVENUE OVER/(UNDER) EXPENDITURES *	64,574	(50,467)	(115,041)	424,921	(302,802)	(727,723)	-70%	(605,604)	(1,030,525)	170%

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 OCTOBER 31, 2022

	MONTH ACTUAL	MONTH BUDGET	YTD VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	%	ANNUAL BUDGET 2022-2023		
								TOTAL	REMAINING	%
REVENUE										
01-00-4010 WATER SALES	457,981.85	408,333	(49,649)	3,241,921	2,449,998	(791,923)	66%	4,899,996	1,558,075	34%
01-00-4020 SEWER SALES	190,861	196,250	5,389	1,066,904	1,177,500	110,596	45%	2,355,000	1,288,096	55%
01-00-4030 LATE PENALTIES	3,050	1,333	(1,717)	15,367	7,998	(7,369)	96%	15,996	629	4%
01-00-4040 COMPLETED TAPS/TAP REVENUES	0	5,750	5,750	20,925	34,500	13,575	30%	69,000	48,075	70%
01-00-4050 MISCELLANEOUS REVENUE	(325)	1,250	1,575	10,437	7,500	(2,937)	70%	15,000	4,563	30%
01-00-4170 SEWER SERV-BUNKER HILL VILLAGE	45,459	36,250	(9,209)	187,660	217,500	29,840	43%	435,000	247,340	57%
01-00-4200 INTEREST EARNED-OPERATING FUND	5,028	792	(4,236)	8,585	4,752	(3,833)	90%	9,504	919	10%
01-00-4310 TAX REVENUE COLLECTED	9,025	129,167	120,142	44,205	775,002	730,797	3%	1,550,004	1,505,799	97%
01-00-4320 P & I REVENUE COLLECTED	492	0	(492)	7,312	0	(7,312)	0%	0	(7,312)	0%
01-00-4365 TAXES OTHER FEES	1	0	(1)	58	0	(58)	0%	0	(58)	0%
TOTAL REVENUE	711,572.76	779,125.00	67,552	4,603,374	4,674,750	71,376	49%	9,349,500	4,746,126	51%
WATER PLANT EXPENSES										
01-01-5113 WATER PLANT-SALARY & WAGES	13,458	12,667	(791)	72,022	76,002	3,980	47%	152,004	79,982	53%
01-01-5114 WATER PLANT- OVERTIME	601	1,500	899	9,259	9,000	(259)	51%	18,000	8,741	49%
01-01-5117 WATER PLANT-VAC. HOLIDAYS ,ETC	3,558	5,000	1,442	40,098	30,000	(10,098)	67%	60,000	19,902	33%
01-01-5214 PAYROLL TAX EXP-WP	1,259	2,083	824	10,357	12,498	2,141	41%	24,996	14,639	59%
01-01-5216 OUTSIDE LABOR-WP	0	167	167	0	1,002	1,002	0%	2,004	2,004	100%
01-01-5217 ENGINEERING EXP-WP	4,901	4,167	(734)	99,433	25,002	(74,431)	199%	50,004	(49,429)	-99%
01-01-6118 MAINTENANCE & REPAIRS-WP	6,264	11,667	5,403	69,827	70,002	175	50%	140,004	70,177	50%
01-01-6120 CHEMICALS-WP	11,351	3,750	(7,601)	60,091	22,500	(37,591)	134%	45,000	(15,091)	-34%
01-01-6121 UNIFORMS-WP	588	525	(63)	2,707	3,150	443	43%	6,300	3,593	57%
01-01-6122 POWER & FUEL-WP	24,460	16,667	(7,793)	152,286	100,002	(52,284)	76%	200,004	47,718	24%
01-01-6123 EQUIPMENT RENTAL-WP	4,969	167	(4,802)	9,937	1,002	(8,935)	496%	2,004	(7,933)	-396%
01-01-6124 INSURANCE-WP	1,058	792	(266)	5,061	4,752	(309)	53%	9,504	4,443	47%
01-01-6125 WATER ANALYSIS FEE-WP	925	1,250	325	3,249	7,500	4,251	22%	15,000	11,751	78%
01-01-6126 TRUCK EXPENSE-WP	313	375	62	779	2,250	1,471	17%	4,500	3,721	83%
01-01-6127 TOOLS-WP	167	67	(100)	180	402	222	22%	804	624	78%
01-01-6128 TELEPHONE EXP/CABLE-WP	1,614	1,667	53	16,452	10,002	(6,450)	82%	20,004	3,552	18%
01-01-6129 EQUIPMENT EXPENSE-WP	310	417	107	1,254	2,502	1,248	25%	5,004	3,750	75%
01-01-6130 GROUND WATER CREDITS PURCHASE	0	19,167	19,167	26,866	115,002	88,136	12%	230,004	203,138	88%
01-01-6131 TCEQ INSPECTION FEES-WP	0	1,000	1,000	0	6,000	6,000	0%	12,000	12,000	100%
01-01-6132 PURCHASE SURFACE WATER-HOUSTON	257,345	220,833	(36,512)	1,501,618	1,324,998	(176,620)	57%	2,649,996	1,148,378	43%
01-01-6133 LANDSCAPING-WP	0	667	667	101	4,002	3,901	1%	8,004	7,903	99%
01-01-6134 OFFICE FURNITURE & FURNISHING	0	42	42	0	252	252	0%	504	504	100%
01-01-6135 VEHICLE EXP. & REIMBURSEMENT	0	750	750	2,250	4,500	2,250	25%	9,000	6,750	75%
01-01-6161 PERMITS - GROUND WATER-WP	0	1,417	1,417	15,600	8,502	(7,098)	92%	17,004	1,404	8%
01-01-6680 FREIGHT CHARGES-WP	0	42	42	0	252	252	0%	504	504	100%
01-01-6353 MEDICAL EXPENSES-W.P.	0	17	17	0	102	102	0%	204	204	100%
01-01-6680 WATER PLANT IMPROVEMENTS	24,925	104,167	79,242	469,557	625,002	155,445	38%	1,250,004	780,447	62%
01-01-6684 PURCHASE OF EQUIPMENT-WP	0	2,167	2,167	0	13,002	13,002	0%	26,004	26,004	100%
01-01-8458 REPAIR MAINT.BUILDING/GROUNDS	0	417	417	0	2,502	2,502	0%	5,004	5,004	100%
01-01-8460 SOFTWARE & DATA EXPENSES	0	1,250	1,250	13,860	7,500	(6,360)	92%	15,000	1,140	8%
01-01-8900 MISCELLANEOUS-WP	209	250	41	2,085	1,500	(585)	69%	3,000	915	31%
TOTAL WATER PLANT EXPENSES	358,274	415,114	56,840	2,584,929	2,490,684	(94,245)	52%	4,981,368	2,396,439	48%

MEMORIAL VILLAGES WATER AUTHORITY
BUDGETED STATEMENT OF REVENUE AND EXPENDITURES
FOR MONTH ENDING OCTOBER 31, 2022

	MONTH			YTD			YTD ACTUAL			YTD BUDGET			YTD VARIANCE			ANNUAL BUDGET 2022-2023		
	ACTUAL	BUDGET	VARIANCE													TOTAL	REMAINING	%
WATER DISTRIBUTION EXPENSES																		
01-02-5113 SALARY & WAGES-WD	16,250	19,250	3,000	107,400	115,500	8,100	46%	231,000	123,600	54%								
01-02-5114 OVERTIME-WD	572	2,000	1,428	12,430	12,000	(430)	52%	24,000	11,571	48%								
01-02-5214 PAYROLL TAX EXP-WD	1,287	1,583	296	7,667	9,498	1,831	40%	18,996	11,329	60%								
01-02-5216 OUTSIDE LABOR-WD	0	167	167	0	1,002	1,002	0%	2,004	2,004	100%								
01-02-5217 ENGINEERING EXPENSE-WD	0	333	333	552	1,998	1,446	14%	3,996	3,444	86%								
01-02-6118 MAINTENANCE & REPAIRS-WD	0	6,250	6,250	69,926	37,500	(32,426)	93%	75,000	5,074	7%								
01-02-6120 CHEMICALS-WD	0	42	42	0	252	252	0%	504	504	100%								
01-02-6123 EQUIPMENT RENTAL-WD	0	67	67	0	402	402	0%	804	804	100%								
01-02-6124 INSURANCE-WD	1,164	875	(289)	5,567	5,250	(317)	53%	10,500	4,933	47%								
01-02-6126 TRUCK EXPENSE-WD	921	583	(338)	5,495	3,498	(1,997)	79%	6,996	1,501	21%								
01-02-6127 TOOLS-WD	83	83	(0)	90	498	408	9%	996	906	91%								
01-02-6128 TELEPHONE EXP -WD	0	21	21	101	126	25	40%	252	151	60%								
01-02-6129 EQUIPMENT EXPENSE-WD	0	333	333	869	1,998	1,129	22%	3,996	3,127	78%								
01-02-6135 VEHICLE EXP. & REIMBURSEMENT	0	158	158	750	948	198	40%	1,896	1,146	60%								
01-02-6232 REGULATORY ASSESSMENT FEE-WD	0	1,000	1,000	0	6,000	6,000	0%	12,000	12,000	100%								
01-02-6352 FREIGHT CHARGES-WD	0	42	42	0	252	252	0%	504	504	100%								
01-02-6684 PURCHASE OF EQUIPMENT-WD	0	3,750	3,750	0	22,500	22,500	0%	45,000	45,000	100%								
01-02-8454 TAP COSTS-WATER DIST.	0	125	125	0	750	750	0%	1,500	1,500	100%								
01-02-8460 SOFTWARE & DATA EXPENSE	0	42	42	0	252	252	0%	504	504	100%								
01-02-8900 MISCELLANEOUS-WD	238	167	(71)	1,591	1,002	(589)	79%	2,004	413	21%								
TOTAL WATER DISTRIBUTION EXPENSES	20,515	36,871	16,356	212,437	221,226	8,789	48%	442,452	230,015	52%								
WWTF EXPENSES																		
01-03-5113 SALARY & WAGES-WWTF	19,590	26,833	7,243	150,726	160,998	10,272	47%	321,996	171,270	53%								
01-03-5114 OVERTIME-WWTF	788	1,500	712	11,958	9,000	(2,958)	0%	18,000	6,042	34%								
01-03-5117 VACATIONS, HOLIDAYS, SICK PAY	6,473	5,417	(1,056)	30,845	32,502	1,657	47%	65,004	34,159	53%								
01-03-5214 PAYROLL TAX EXPENSE-WWTF	2,295	2,500	205	14,985	15,000	15	50%	30,000	15,015	50%								
01-03-5215 SECURITY SYSTEM-WWTF	651	333	(318)	2,018	1,998	(20)	51%	3,996	1,978	49%								
01-03-5216 OUTSIDE LABOR-WWTF	4,109	167	(3,942)	6,633	1,002	(5,631)	331%	2,004	(4,629)	-231%								
01-03-5217 ENGINEERING EXPENSE-WWTF	1,858	16,667	14,809	4,101	100,002	95,901	2%	200,004	195,903	98%								
01-03-6118 MAINTENANCE & REPAIRS-W.W.T.F.	54,347	11,667	(42,680)	101,850	70,002	(31,848)	73%	140,004	38,154	27%								
01-03-6120 CHEMICALS-WWTF	7,391	7,917	526	55,239	47,502	(7,737)	58%	95,004	39,765	42%								
01-03-6121 UNIFORMS-WWTF	514	292	(222)	2,444	1,752	(692)	70%	3,504	1,060	30%								
01-03-6122 POWER & FUEL-WWTF	9,563	12,917	3,354	62,226	77,502	15,276	40%	155,004	92,778	60%								
01-03-6123 EQUIP RENTAL-WWTF	0	250	250	0	1,500	1,500	0%	3,000	3,000	100%								
01-03-6124 INSURANCE-WWTF	1,164	917	(247)	5,567	5,502	(65)	51%	11,004	5,437	49%								
01-03-6125 SEWER ANALYSIS FEE-WWTF	7,468	2,500	(4,968)	20,098	15,000	(5,098)	67%	30,000	9,902	33%								
01-03-6126 TRUCK EXPENSE-WWTF	2,162	833	(1,329)	8,576	4,998	(3,578)	86%	9,996	1,420	14%								
01-03-6127 TOOLS-WWTF	103	125	22	590	750	160	39%	1,500	910	61%								
01-03-6128 TELEPHONE/CABLE EXP -WWTF	622	917	295	5,571	5,502	(69)	51%	11,004	5,433	49%								
01-03-6129 EQUIPMENT EXPENSE-WWTF	0	167	167	0	1,002	1,002	0%	2,004	2,004	100%								
01-03-6131 TCEQ INSPECTION FEE-WWTF	19,821	1,750	(18,071)	19,821	10,500	(9,321)	94%	21,000	1,179	6%								
01-03-6133 LANDSCAPING-WWTF	0	50	50	0	300	300	0%	600	600	100%								
01-03-6134 OFFICE FURNITURE/FURNISHING	0	83	83	0	498	498	0%	996	996	100%								
01-03-6334 SLUDGE DISPOSAL FEE-WWTF	17,008	18,333	1,325	120,584	109,998	(10,586)	55%	219,996	99,412	45%								
01-03-6351 OFFICE SUPPLIES-WWTF	245	333	88	1,465	1,998	533	37%	3,996	2,531	63%								

MEMORIAL VILLAGES WATER AUTHORITY
BUDGETED STATEMENT OF REVENUE AND EXPENDITURES
FOR MONTH ENDING OCTOBER 31, 2022

	MONTH ACTUAL	MONTH BUDGET	YTD VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	%	ANNUAL BUDGET 2022-2023		
								TOTAL	REMAINING	%
01-03-6352 FREIGHT CHARGES-WWTF	0	42	42	0	252	252	0%	504	504	100%
01-03-6353 MEDICAL EXPENSE-WWTF	0	42	42	0	252	252	0%	504	504	100%
01-03-6682 WWTF & TRUNK LINE IMPROVEMENTS	0	104,167	104,167	0	625,002	625,002	0%	1,250,004	1,250,004	100%
01-03-6684 PURCHASE OF EQUIPMENT-WWTF	0	17,917	17,917	0	107,502	107,502	0%	215,004	215,004	100%
01-03-8458 REPAIRS BUILDING/GROUNDS-WWTF	0	2,917	2,917	1,239	17,502	16,263	4%	35,004	33,765	96%
01-03-8460 SOFTWARE & DATA EXPENSE	0	1,667	1,667	5,765	10,002	4,237	29%	20,004	14,239	71%
01-03-8900 MISCELLANEOUS-WWTF	221	100	(121)	221	600	379	18%	1,200	979	82%
TOTAL WWTF EXPENSES	156,390	239,320	82,930	632,521	1,435,920	803,399	22%	2,871,840	2,239,319	78%
SEWER COLLECTIONS/LIFT STATIONS EXPENSES										
01-04-5113 SALARY & WAGES-SC	10,602	9,750	(852)	58,728	58,500	(228)	50%	117,000	58,272	50%
01-04-5114 OVERTIME-SC	572	1,500	928	8,886	9,000	114	49%	18,000	9,114	51%
01-04-5214 PAYROLL TAX EXPENSE-SC	855	1,167	312	4,913	7,002	2,089	35%	14,004	9,091	65%
01-04-5216 OUTSIDE LABOR-SC	0	167	167	0	1,002	1,002	0%	2,004	2,004	100%
01-04-5217 ENGINEERING EXPENSE-SC	0	1,000	1,000	0	6,000	6,000	0%	12,000	12,000	100%
01-04-6118 MAINTENANCE & REPAIRS-SC	0	2,500	2,500	112	15,000	14,888	0%	30,000	29,888	100%
01-04-6120 CHEMICALS-SC	0	167	167	2,282	1,002	(1,280)	114%	2,004	(278)	-14%
01-04-6122 POWER & FUEL-SC	594	667	73	3,353	4,002	649	42%	8,004	4,651	58%
01-04-6123 EQUIPMENT RENTAL-SC	0	333	333	0	1,998	1,998	0%	3,996	3,996	100%
01-04-6124 INSURANCE-SC	1,481	1,083	(398)	7,085	6,498	(587)	55%	12,996	5,911	45%
01-04-6126 TRUCK EXPENSE-SC	812	667	(145)	4,989	4,002	(987)	62%	8,004	3,015	38%
01-04-6127 TOOLS-SC	84	42	(42)	90	252	162	18%	504	414	82%
01-04-6128 TELEPHONE/CABLE EXP.-SC	436	292	(144)	3,246	1,752	(1,494)	93%	3,504	258	7%
01-04-6129 EQUIPMENT EXPENSE-SC	0	833	833	0	4,998	4,998	0%	9,996	9,996	100%
01-04-6133 LANDSCAPING-SC	0	17	17	0	102	102	0%	204	204	100%
01-04-6232 REGULATORY ASSESSMENT FEE-SC	0	1,000	1,000	0	6,000	6,000	0%	12,000	12,000	100%
01-04-6352 FREIGHT CHARGE-SC	0	20	20	0	120	120	0%	240	240	100%
01-04-6683 SEWER COLLECTION IMPROVEMENTS	0	6,667	6,667	0	40,002	40,002	0%	80,004	80,004	100%
01-04-6684 PURCHASE OF EQUIPMENTS-SC	0	4,167	4,167	0	25,002	25,002	0%	50,004	50,004	100%
01-04-8458 REPAIRS TO BUILDING/GROUNDS	0	50	50	0	300	300	0%	600	600	100%
01-04-8460 SOFTWARE & DATA EXPENSE	0	133	133	0	798	798	0%	1,596	1,596	100%
01-04-8900 MISCELLANEOUS EXP.-SC	0	50	50	0	300	300	0%	600	600	100%
TOTAL SEWER COLLECTIONS/LIFT STATIONS EXPENSES	15,435	32,272	16,837	93,685	193,632	99,947	24%	387,264	293,579	76%
BILLING & COLLECTION EXPENSES										
01-05-5112 SALARIES & WAGES-METER READERS/BILLING	0	750	750	0	4,500	4,500	0%	9,000	9,000	100%
01-05-5114 OVERTIME-METER READERS	0	0	0	0	0	0	0%	0	0	0%
01-05-5216 OUTSIDE LABOR-BILLING/COLLECT.	0	83	83	0	498	498	0%	996	996	100%
01-05-6565 COMPUTER BILLING-U/B	4,353	4,167	(186)	28,726	25,002	(3,724)	57%	50,004	21,278	43%
01-05-6684 PURCHASE OF EQUIPMENT-U/B	607	333	(274)	607	1,998	1,391	15%	3,996	3,389	85%
01-05-8460 SOFTWARE & DATA EXPENSE	189	250	61	189	1,500	1,311	6%	3,000	2,811	94%
TOTAL BILLING & COLLECTION EXPENSES	5,149	5,583	434	29,522	33,498	3,976	44%	66,996	37,474	56%
G & A EXPENSES										
01-07-5110 SALARIES & WAGES-MANAGER	11,923	12,500	577	72,424	75,000	2,576	48%	150,000	77,576	52%
01-07-5111 SALARIES & WAGES-OFFICE STAFF	18,998	16,667	(2,331)	116,393	100,002	(16,391)	58%	200,004	83,611	42%
01-07-5117 VAC., HOLIDAYS & ETC-G&A	1,583	3,333	1,750	19,933	19,998	65	50%	39,996	20,063	50%

MEMORIAL VILLAGES WATER AUTHORITY
BUDGETED STATEMENT OF REVENUE AND EXPENDITURES
FOR MONTH ENDING OCTOBER 31, 2022

	MONTH ACTUAL	MONTH BUDGET	YTD VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	%	ANNUAL BUDGET 2022-2023	
								TOTAL	REMAINING %
01-07-5214 PAYROLL TAX EXPENSE-G&A	2,489	3,333	844	16,700	19,998	3,298	42%	39,996	23,296 58%
01-07-5215 SECURITY SYSTEM-G&A-OFFICE	936	417	(519)	2,809	2,502	(307)	56%	5,004	2,195 44%
01-07-5216 OUTSIDE LABOR-G&A	0	167	167	0	1,002	1,002	0%	2,004	2,004 100%
01-07-5217 ENG./ARCHITECTS FEES-G&A	0	667	667	7,863	4,002	(3,861)	98%	8,004	141 2%
01-07-6122 POWER & FUEL-G&A	350	333	(17)	1,966	1,998	32	49%	3,996	2,030 51%
01-07-6124 INSURANCE-G&A	423	333	(90)	2,024	1,998	(26)	51%	3,996	1,972 49%
01-07-6128 TELEPHONE EXPENSE-G&A	1,489	1,333	(156)	8,549	7,998	(551)	53%	15,996	7,447 47%
01-07-6129 OFFICE EQUIP. REPAIRS MAINT.	129	125	(4)	491	750	259	33%	1,500	1,009 67%
01-07-6134 OFF. FURNITURE/FURNISHING-G&A	0	125	125	933	750	(183)	62%	1,500	567 38%
01-07-6135 VEHICLE EXP. & REIMBURSEMENT	500	750	250	6,760	4,500	(2,260)	75%	9,000	2,240 25%
01-07-6351 OFFICE SUPPLIES-G&A	289	667	378	5,485	4,002	(1,483)	69%	8,004	2,519 31%
01-07-6352 FREIGHT-G&A	0	25	25	0	150	150	0%	300	300 100%
01-07-6353 MEDICAL EXP.-G&A	0	5	5	0	30	30	0%	60	60 100%
01-07-6343 POSTAGE-G&A	0	250	250	1,059	1,500	441	35%	3,000	1,941 65%
01-07-6344 PUBLIC NOTICES EXP.	0	100	100	846	600	(246)	70%	1,200	354 30%
01-07-6684 PURCHASE OF EQUIPMENT-G&A	0	42	42	0	252	252	0%	504	504 100%
01-07-8007 HARRIS CO. APPRAISAL DISTRICT	0	1,000	1,000	5,551	6,000	449	46%	12,000	6,449 54%
01-07-8008 TAX COLLECTION EXP. (SBISD)	0	2,000	2,000	0	12,000	12,000	0%	24,000	24,000 100%
01-07-8148 ACCOUNTING & AUDITING	0	917	917	10,775	5,502	(5,273)	98%	11,004	229 2%
01-07-8150 LEGAL & CONTINGENCIES FEES-G&A	10,170	5,417	(4,753)	70,880	32,502	(38,378)	109%	65,004	(5,876) -9%
01-07-8246 EMPLOYEES GROUP INS. PREM. EXP	28,712	29,167	455	169,605	175,002	5,397	48%	350,004	180,399 52%
01-07-8247 EMPLOYERS CONTRIBUTION PENSION	9,382	10,417	1,035	63,232	62,502	(730)	51%	125,004	61,772 49%
01-07-8443 BANKING FEES	186	1,333	1,147	2,618	7,998	5,380	16%	15,996	13,378 84%
01-07-8444 DUES, SUBSCRIPTION, SCHOOL-G&A	532	250	(282)	972	1,500	528	32%	3,000	2,028 68%
01-07-8445 SUPERVISOR COMPENSATION-G&A	1,650	1,700	50	12,450	10,200	(2,250)	61%	20,400	7,950 39%
01-07-8449 SUPERVISORS EXPENSES-G&A	277	292	15	1,794	1,752	(42)	51%	3,504	1,710 49%
01-07-8456 REPAIRS/MAINT-435 PINEY PT.	0	4,167	4,167	620	25,002	24,382	1%	50,004	49,384 99%
01-07-8458 REPAIRS & MAINT-OFFICE BLDG.	0	167	167	27	1,002	975	1%	2,004	1,977 99%
01-07-8460 SOFTWARE & DATA EXPENSE	1,155	2,083	928	21,622	12,498	(9,124)	87%	24,996	3,374 13%
01-07-8900 MISCELLANEOUS-G&A	65	350	285	978	2,100	1,122	23%	4,200	3,222 77%
TOTAL G & A EXPENSES	91,237	100,432	9,195	625,359	602,592	(22,767)	52%	1,205,184	579,825 48%
TOTAL EXPENSES	646,999	829,592	182,593	4,178,454	4,977,552	799,098	42%	9,955,104	5,776,650 58%
REVENUE OVER/(UNDER) EXPENDITURES	64,574	(50,467)	(115,041)	424,921	(302,802)	(727,723)	-70%	(605,604)	(1,030,525) -170%

Memorial Villages Water Authority
Check Register

Exhibit K

For Checks Dated October 28, 2022 - November 11, 2022

Check #	Date	Payee	Amount	Invoice Date	Invoice/CM #	Description	Amount Paid
ACH	11/2/22	MUTUAL OF AMERICA	500.00	10/23/22	457P2 OCT22	457 PLAN FOR 10/23/2022 PAYROLL	500.00
ACH	11/5/22	COMCAST	979.01	10/15/22	157487405	COMCAST EQUIP. VOICE & LINES	979.01
ACH	11/8/22	MUTUAL OF AMERICA	9,381.59	10/31/22	401P1 OCT22	401P1ER CONTRIBUTIONS FOR EE-Month of OCTOBER 2022	9,381.59
ACH	11/8/22	MUTUAL OF AMERICA	500.00	11/6/22	457P1 NOV22	457 PLAN FOR 11/06/22 PAYROLL	500.00
ACH	11/10/22	COMCAST	1,963.54	10/20/22	COMCH3886-NOV22	BILLED FROM 10/20/22-11/19/22 WP PHONE AND TV ADAPTER & GAVLORD PHONE AND TV ADAPTER	1,963.54
ACH	11/10/22	COMCAST	816.94	11/1/22	PD1110822	PAYROLL LIABILITIES FOR PAYROLL ENDING 11/06/2022	816.94
ACH	11/10/22	UNITED STATES TREASURY	33,605.78	11/8/22	9919051596	SMARTPHONES	33,605.78
ACH	11/10/22	VERIZON WIRELESS	785.47	11/25/22	2091538-C	PROPANE - WWTF	785.47
1074	11/11/22	A-B GAS COMPANY	27.00	10/31/22	NOV238098	UNIT #16 VEHICLE REGISTRATION 2015/TOYT	27.00
1025	11/11/22	OFFICE OF ANN HARRIS BENNETT	8.25	10/21/22	043648	MONTHLY BILLING - OCTOBER 2022	8.25
1026	11/11/22	AVR INC.	4,352.54	10/24/22	044051	UNION PLUS CLOUD BASED UB-OCTOBER 2022	4,352.54
1027	11/11/22	AT&T RENTAL SERVICES	4,968.72	11/2/22	B-538275	RENTA - PERIOD 10/17/22-11/14/22	4,968.72
1028	11/11/22	BLUE IRON TECHNOLOGIES	3,336.15	11/1/22	314829	MONTHLY DISASTER RECOVERY SERVICE AND CLOUD REPLICATION	3,336.15
1029	11/11/22	CINTAS	908.75	10/5/22	4133416843	REMOTE SERVICES-OCTOBER 2022	908.75
						UNIFORMS - WP	115.00
						UNIFORMS - WWTF	80.14
						UNIFORMS - WP	106.61
						UNIFORMS - WWTF	80.14
						UNIFORMS - WP	224.74
						UNIFORMS - WWTF	80.14
						UNIFORMS - WP	141.84
1030	11/11/22	CINTAS FIRE 636525	1,471.56	10/24/22	4135510200	ANNUAL FIRE MAINTENANCE AND INSPECTION FOR WP	1,471.56
						UNIFORMS - WWTF	80.14
1031	11/11/22	CORI D. SCOTT	42.21	10/31/22	0F78585700	ANNUAL FIRE MAINTENANCE AND INSPECTION FOR WWTF	42.21
1032	11/11/22	DEPT OF STATE HEALTH SERVICES	380.00	10/31/22	0F78586079	RECHARGEABLE KEYBOARD AND MOUSE	380.00
1033	11/11/22	OXI INDUSTRIES, INC.	8,991.21	10/3/22	102022	WATER SAMPLES-OCTOBER	8,991.21
						10 - CHLORINE 150# CYL	1,078.71
						10-CHLORINE 150# CYL	1,797.85
						10-CHLORINE 150# CYL	1,797.85
						10-CHLORINE 150# CYL	1,797.85
1034	11/11/22	EASTEX ENVIRONMENTAL LABORATORY	1,708.00	10/18/22	055021307-22	2-CHLORINE 2000# CONT	1,708.00
1035	11/11/22	EVA L MIRELES	44.95	10/27/22	055020814-22	SEWER SAMPLE ANALYSIS 10/04/22-10/27/22	44.95
1036	11/11/22	WEX BANK	1,565.89	10/31/22	C27K244	READY FRESH 7 OF THE 8 GALLON WATER FOR OFFICE	1,565.89
1037	11/11/22	GRANGER	19.30	10/28/22	EVA'S REMB 10/26/22	FUEL FOR WP& WWTF TRUCKS	19.30
1038	11/11/22	HACH COMPANY	1,906.12	11/1/22	84888408	DISPOSABLE GLOVES	1,906.12
						18 - 25 PC CHEMKEY CHLORINE - WP	469.80
						8 - CHEMKEY 25 PC MONO CHLORIDE & 25 PC FREE AMMONIA	208.80
						8 - 25PC FREE CHLORINE	208.80
1039	11/11/22	HEALTHINVEST HRA	65.15	10/31/22	13323154	MONTHLY FEES OCTOBER 2022 EMPLOYER ID YD20389	65.15
1040	11/11/22	HOME DEPOT CREDIT SERVICES	422.53	10/7/22	13323154	TOOLS FOR WORKTRUCK #7 - WP	422.53
						OFFICE SUPPLIES-WP	27.25
						WATER VALVE UNION & LIMESTONE	61.17
1041	11/11/22	IMAGE COMMUNICATION	128.97	10/20/22	40070	SERVICE SUPPLIES & MAINTENANCE FOR OFFICE COPIER	128.97
1042	11/11/22	J & T AUTOMOTIVE	819.65	10/20/22	083876	2015 TOYOTA TACOMA VEHICLE INSPECTION AND REPAIRS	819.65
1043	11/11/22	JORDEN'S	288.00	11/2/22	29959	HYAC LABOR TECH W/ 1 HELPER AND GAUGE FITTING	288.00
1044	11/11/22	KATHLEEN PARSONS	800.00	11/8/22	1-104577202	SVC AWARD - C HERNANDEZ 25 YRS	800.00
						SVC AWARD - C MARTINEZ 20 YRS	200.00
						SVC AWARD - N MORGAN 5 YRS	50.00
						SVC AWARD - B SIERRA 30 YRS	300.00
1045	11/11/22	LEON W. LEVANDOWSKI, JR.	500.00	11/1/22	2022 AWARDS	VEHICLE REIMB FOR NOVEMBER 2022	500.00

Memorial Villages Water Authority
Check Register

For Checks Dated October 28, 2022 - November 11, 2022

Check #	Date	Payee	Amount	Invoice Date	Invoice/CM #	Description	Amnt Paid
1046	11/11/22	MURRAY RESOURCES, LTD.	1,732.50	10/28/22	123513	TEMP - JOHN GREENE 10/16/22-10/22/22	675.50
				10/29/22	123589	TEMP - JOHN GREENE 10/23/22-10/29/2022	1,056.00
1047	11/11/22	NEL TECHNICAL SERVICES, CORP	52,736.00	10/28/22	110968-2	WASTEWATER TREATMENT PLANT BLOWER #1 REPAIR	38,975.00
				10/28/22	111493-2	WASTEWATER TREATMENT PLANT INSTALL NEW SOFT START IN BLOWER #1 POSITION	13,761.00
1048	11/11/22	Norton Rose Fulbright LLP	10,169.50	10/26/22	9495396225	PROFESSIONAL SERVICE RENDERED TO 10/22/2022	10,169.50
1049	11/11/22	PURIFY	3,074.40	10/31/22	141295748791	1,000- SODIUM BISULFITE	3,074.40
1050	11/11/22	QUILL CORPORATION	752.77	9/7/22	27552514	2 - KLEENEX	81.98
				9/14/22	27708014	2 - PAPER MULTIPURPOSE	247.98
				11/1/22	28724151	PAPER ROLL TOWEL & 22X17 CALENDAR	93.97
				11/2/22	28754995	LYSON SANITIZER & DAWN DISH SPRAY	50.98
				11/2/22	28734289	OFFICE COPIER PAPER	103.96
				11/2/22	28740244	4 - 11X14 GOLD FRAMES	123.99
				11/2/22	28745413	4 - DAWN DISH SPRAY	23.96
				11/4/22	28814266	2 - MINI BINDER CLIPS & 6-HAND SOAPS	26.95
1051	11/11/22	SKILLPATH SEMINARS	199.00	10/26/22	12471931	VIRTUAL SEMINAR FOR PETE TORRES	145.00
1052	11/11/22	MY FLEET CENTER	22.95	10/27/22	83309	SAFETY & INSPECTION FOR UNIT #16 2015 TOYOTA TACOMA	22.95
1053	11/11/22	TGO FINANCIAL ADMIN DIV	19,821.06	10/31/22	CWQ0070071	FY23 ANNUAL REGULATOR REGULATORY ASSESSMENT FEE	19,821.06
1054	11/11/22	TEXAS EXCAVATION	238.45	10/31/22	22-20025	MESSAGE FEE FOR OCTOBER 2022	238.45
1055	11/11/22	TEXAS PRIDE DISPOSAL	78.27	10/25/22	001078001	270 FEL DUMPSTER	78.22
1056	11/11/22	TREY CANTU	850.53	11/1/22	TREY REIM 11.01.22	VEHICLE & CELLPHONE REIMB FOR MO OF NOVEMBER 22	575.00
				11/8/22	TREY REIM 11.08.22	BOARD MEETING MEALS & DRINKS	275.53
1057	11/11/22	TX CHILD SUPPORT SDU	252.00	11/7/22	11.07.22CS	REMIT#0013881785201931665CASE #0013881785 - ORDER#201931665	252.00
1058	11/11/22	WM CORPORATE SERVICES, INC	17,008.22	10/17/22	442531-0011-5	SLUDGE DISPOSAL 10/01/22-10/15/22 - WWTP	5,785.01
				10/31/22	4425634-0011-2	SLUDGE DISPOSAL 10/16/22-10/31/22 - WWTP	11,223.21
1059	11/11/22	WATER UTILITY SERVICES, INC	3,081.00	10/19/22	78789	LAS - WP	3,081.00
1060	11/11/22	WORLDWIDE POWER PRODUCTS	752.72	11/7/22	070087	QUARTERLY MAINTENANCE -SERVICE BATTERIES AND UNIT-WWTP	242.76
				11/7/22	068697	QUARTERLY MAINTENANCE -SERVICE BATTERIES & UNIT-WP	266.70
				11/7/22	070143	QUARTERLY MAINTENANCE-WTP	242.76
			172,006.10				
			ACH				
			28,532.33				
			CHECKS				
			143,473.77				
			172,006.10				

Memorial Villages Water Authority

Check Register

For Checks Dated November 12, 2022 - November 21, 2022

Check #	Date	Payee	Amount	Invoice #	Description	Amnt Paid
ACH	11/21/22	COMCAST	157.36	877777144	CABLE INTERNET AND VOICE & COMMERCIAL TROUBLE CALL - WWTF	157.36
ACH	11/21/22	COMCAST	979.01	159583378	COMCAST November VOICE EDGE - WP & WWTF	979.01
1061	11/21/22	ANN HARRIS BENNETT	7.50	NOV254628	VEHICLE REGISTRATION UNIT #2 2007 GMC UCL304628	7.50
1062	11/21/22	ALLEGANCE CONSTRUCTION	41.30	METER DEPOSIT #7941	ACC#2-06-00680-02 SVC: 10426 MEMORIAL DEPOSIT \$100.00 LESS \$23.80 SPRINKLER \$17.50 W	41.30
1063	11/21/22	AVR INC	188.75	044452	URGENTABLES & MONTHLY SERVICE FEE	188.75
1064	11/21/22	AMERICAN WATER WORKS ASSOCIATI	383.00	700205359	AWWA MEMBERSHIP RENEWAL	383.00
1065	11/21/22	BARBARA DEMARIGNY	2,480.84	RF#8005 NOV	OVERPAYMENT REFUND REQUEST-METERS SWAPPED IN FIELD-BALANCE OWED TO CUSTOMER	2,480.84
1066	11/21/22	CAVALLO ENERGY TEXAS LLC	34,808.09	10.06.11.04	ELECTR CITY 10/06/11/04 - WP, WWTP, SC	30,324.52
					POWER USAGE-WP & GAYLORD	4,483.57
1067	11/21/22	CENTERPOINT ENERGY	177.86	CP#4921-OCT22	PINEY POINT WP-GAS USAGE ACCT#4018492-1	55.94
					PINEY POINT WP-GAS USAGE ACCT#4018497-0	41.36
					GAYLORD - GAS USAGE ACCT#40187072	25.04
					GREENSIDE WP-GAS USAGE ACCT#46019877113	55.53
1068	11/21/22	CHRIS WEEKLY	70.00	10/31/22	METER DEPOSIT #7910 ACC#2-03-01480-03 SVC: 331 HUNTERS TRAIL DEPOSIT REFUND \$70.00	70.00
1069	11/21/22	CITY OF HOUSTON	257,345.06	10/31/22	PURCHASE OF SURFACE WATER	257,345.06
1070	11/21/22	CITY OF HOUSTON HEALTH DEPT.	544.50	90026720	WATER SAMPLES	544.50
1071	11/21/22	COWBOY TRUCKING, INC.	6.25	22-330268	25-ST AGUSTINE PER SQ YD	6.25
1072	11/21/22	DX INDUSTRIES, INC.	3,905.70	055020988-22	10- CHLORINE 150# CYL - PINEY POINT	1,797.85
					10- CHLORINE 150# CYL - GAYLORD	1,797.85
1073	11/21/22	GRAINGER	384.64	DE05010521-22	150# CYL & 2000# CONT RENTAL	310.00
					4 V-BELTS	201.54
					10-DISPOSABLE GLOVES	193.00
1074	11/21/22	HACH COMPANY	569.47	9495240633	DEP FREE CHLORINE REAGENT POWDER PILLONS 10 ml PK/100	569.47
1075	11/21/22	JULIANA BIBLET	30.90	13318812	METER DEPOSIT #8120 ACC#2-01-01780-11 SVC: 10726 MARSHA LANE DEPOSIT \$70.00 LESS \$19.50 SEWER LESS \$19.60	30.90
1076	11/21/22	KIRKSEY HOMES	71.77	11/77/11/16/22	METER DEPOSIT #5811 ACC#2-05-0200-06 SVC: 2610 BRYN MAWR CR DEP \$500 LESS SPRINKLER	71.77
1077	11/21/22	LANGFORD ENGINEERING	6,758.48	10/28/22	032-117 GAYLORD WATER PLANT IMPROVEMENTS	2,265.50
					032-135 WWTP CLARIFIER IMPROVEMENTS	378.49
					032-083 GENERAL ENGINEERING SERVICES - WP	1,921.84
1078	11/21/22	MURRAY RESOURCES, LTD.	1,468.50	10/28/22	032-131 EMERGENCY REPAIR NEEDLESS PLAN UPDATE	1,857.65
					032-083 GENERAL ENGINEERING SERVICES - WWTP	1,857.65
1079	11/21/22	NEIL TECHNICAL SERVICES CORP	2,475.00	11/19/22	TEMP-JOHN GREENE V11/01/11/04	940.50
					TEMP-GREENE IV JOHN 11/06/22-11/12/22	1,485.00
					INVESTIGATION OF BLOWER #3	990.00
1080	11/21/22	O'REILLY AUTOMOTIVE, INC.	117.42	11/17/22	11/11/22-SERVICE CALL - ASSESSMENT	117.42
1081	11/21/22	OFFICE DEPOT	468.81	11/2/22	TOOLS, FLUIDS AND WIPERS	364.02
					WERCAM, COFFEE, KLEENEX, UNERS, DESKPAD	22.99
					PLASTIC BAGS	81.80
					10 - BABY POWDER AEROSOL	81.80
1082	11/21/22	OVERHEAD DOOR	8,900.00	11/10/22	ROLLING STEEL DOOR SERVICE	8,900.00
1083	11/21/22	QUADENT LEASING USA, INC.	472.56	11/1/22	QTRLY POSTAGE METER LEASE 12/01/22-03/01/23	472.56
1084	11/21/22	QUAIL CORPORATION	70.99	11/15/22	500CT COMPOSABLE HOT CUP 120Z	70.99
1085	11/21/22	THOMPSON CUSTOM HOMES	100.00	11/19/22	METER DEPOSIT #5587 ACC# 1-05-01390-14 SVC: 402 GINGHAM DRODEPOSIT REFUND \$100	100.00
1086	11/21/22	TX CHLD SUPPORT SDU	252.00	11/20/22	REMIT #0013881785201931665CASE #0013881785 ORDER#201931665	252.00
1088	11/21/22	WORLDWIDE POWER PRODUCTS	1,569.00	9/1/22	REPAIR FOR GENERATOR FOR THE WWTF	528.60
					GENERATOR SERVICE	1,040.40
						319,814.76

ACH 1,136.37
CHECKS 318,678.39
319,814.76