

MINUTES OF MEETING OF BOARD OF SUPERVISORS
MARCH 11, 2025

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

The Board of Supervisors (the "Board") of Memorial Villages Water Authority (the "Authority") met in regular session, open to the public, on March 11, 2025, 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 Supervisor Baysal, thus constituting a quorum. Also attending were Mr. Trey Cantu, General Manager of the Authority; Mr. Tim Hardin and Mr. Norman Gutierrez of Langford Engineering, Inc. ("LEI"), Engineer for the Authority; Ms. Kathleen Ellison and Ms. Kaity Malek of Norton Rose Fulbright US LLP ("NRF"), Attorneys for the Authority; and Mr. Heath Armstrong of Jackson Walker, Special Counsel for the Authority.

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

1. **Public Comments.** There were no comments at this time.
2. **Approve minutes of the February 11, 2025 regular meeting.** Proposed minutes of the February 11, 2025 meeting, previously distributed to the Board, were submitted for consideration and approval. Upon motion by Supervisor Wilson, seconded by Supervisor Ewing, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the February 11, 2025 regular meeting, as presented.
3. **Consideration to approve Pay Estimate No. 3 on (North) Clarifier Project at Wastewater Treatment Plant and take any necessary action.** Mr. Gutierrez presented to and reviewed with the Board Pay Estimate No. 3 to Sustanite Support Services LLC in the amount of \$222,603.75, a copy of which is hereto attached as Exhibit B. He stated that work is ongoing and the corners of the clarifier should be completed by Friday. Discussion ensued. Upon motion by Supervisor Wilson, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted unanimously to approve Pay Estimate No. 3 in the amount of \$222,603.75.

4. **Consider Bid Award for Wastewater Treatment Plant (South) Clarifier Improvements, and take any necessary action.** Mr. Gutierrez presented to and reviewed with the Board the recommendation of award, a copy of which is hereto attached as Exhibit C. He stated that LEI received one bid on March 6, 2025 and recommended awarding this project to Sustanite Support Services, LLC in the amount of \$1,871,000.00. He stated that this project should be completed by the end of the calendar year as long as the contractor is granted a flexible schedule with regard to starting work before all equipment is delivered. Extensive discussion ensued. Upon motion by Supervisor Wilson, seconded by Supervisor Roa, after full discussion and the question being put to the Board, the Board voted unanimously to approve the award for the Wastewater Treatment Plant (South) Clarifier Improvements project to Sustanite Support Services, LLC in the amount of \$1,871,000.00.

5. **Status report on Blower Panel Rehabilitation Project at Wastewater Treatment Plant and take any necessary action.** Mr. Gutierrez stated that last month, the Board approved Change Order No. 2 for additional services related to testing and removing and replacing the power feeders and ground wire for existing blower no. 1. He reported that, after further investigation, LEI found that this change order is no longer required due to the feeders and wires being in good condition. He said the settings on the soft start were the problem and no action is needed.

6. **Executive session pursuant to Section 551.071 of the Open Meetings Act for the purpose of a private consultation with the Board's attorney about pending litigation and/or matters in which the attorney's duty to the governmental body requires confidentiality under the Rules of Professional Conduct; of the State Bar of Texas in connection with Petition of City of Bunker Hill Village Appealing Wholesale Sewer Rates Charged by the Authority under Public Utility Commission of Texas Docket No. 56717.** Upon motion by Supervisor Ewing, seconded by Supervisor Roa, after full discussion and the question being put to the Board, the Board voted unanimously at 7:19 p.m. to enter into executive session pursuant to Section 551.071, Texas Gov't Code, for private consultation with its attorneys about pending litigation and/or matters in which the attorney's duty to the governmental body requires confidentiality under the Rules of Professional Conduct of the State Bar of Texas in connection with Petition of City of Bunker Hill Village Appealing Wholesale Sewer Rates Charged by the Authority under Public Utility Commission of Texas Docket No. 56717. The following persons were in attendance: the Supervisors, Mr. Cantu, Ms. Ellison, Ms. Malek, and Mr. Armstrong.

7. **Return to open session.** Upon motion by Supervisor Wilson, seconded by Supervisor Roa, after full discussion and the question being put to the Board, the Board voted unanimously to reconvene in public session at 8:00 p.m. There were no members of the public waiting to enter the meeting.

8. **Authorize any desirable actions with respect to settlement discussions with Bunker Hill Village and/or proceeding with hearing against Bunker Hill Village re appropriate sewer rate, including possible approval of contract with Bunker Hill Village and changes to Consolidated Rate Order.** Upon motion by Supervisor Wilson, seconded by Supervisor Stubbs, after full discussion and the question being put to the Board, the Board voted unanimously to approve a Wastewater Supply Contract with Bunker Hill Village in substantially the form attached hereto as Exhibit D.

9. Discuss District Rate Order and take any necessary action. Ms. Ellison presented to and reviewed with the Board the amended District rate order, a copy of which is hereto attached as Exhibit E. She stated that this amendment to the rate order is to remove the rates for Bunker Hill and to change the language to read "per the Bunker Hill contract." Upon motion by Supervisor Stubbs, seconded by Supervisor Roa, after full discussion and the question being put to the Board, the Board voted unanimously to approve the amended District rate order, effective once the contract has been signed by both parties.

10. Consideration to renew Revenue Note and Loan Agreement from Stellar Bank and take any necessary action. Mr. Cantu presented to and reviewed with the Board proposed terms from Stellar Bank for a \$3,000,000 Revenue Note and Loan Renewal Agreement, a copy of which is hereto attached as Exhibit F. He stated that the loan is a three year term renewal. Discussion ensued. Upon motion by Supervisor Stubbs, seconded by Supervisor Wilson, after full discussion and the question being put to the Board, the Board voted unanimously to approve the loan terms.

11. Review draft budget for Fiscal Year Ending April 30, 2026, and take any necessary action. Mr. Cantu presented to and reviewed with the Board the proposed budget for fiscal year ending April 30, 2026, a copy of which is attached hereto as Exhibit G. Extensive discussion ensued regarding the anticipated revenues, expenditures, and reserves. He stated that he will present the final budget for adoption at the April meeting after review by Supervisors Stubbs and Braly.

12. Manager's Report including; monthly water samples, Wastewater Treatment Facility's monthly discharge compliance, Tax Recap, Investment Report on the Authority's investments, monthly Identity Theft Compliance Report, and any other matters concerning business of the Authority. Mr. Cantu presented to and reviewed with the Board the General Manager's Report in a new format, a copy of which is hereto attached as Exhibit H.

Mr. Cantu advised the Board that staff is working with Core & Main on the implementation of AMI smart meters. Discussion ensued about expediting installation of the meters.

Mr. Cantu stated that all samples for the month of February were within state and federal compliance limits.

Mr. Cantu reported on the February billing and delinquent accounts.

Mr. Cantu gave a personnel update.

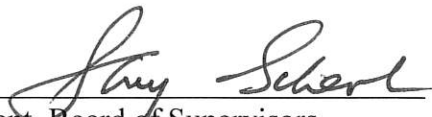
Mr. Cantu reviewed the investment report and budget variance report.

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

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 April 8, 2025.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

CERTIFICATE OF POSTING

THE STATE OF TEXAS
COUNTY OF HARRIS
MEMORIAL VILLAGES WATER AUTHORITY

§
§
§

I hereby certify that on MARCH 7, 2025 I posted the Notice of Meeting of the Board of Supervisors of Memorial Villages Water Authority, a true copy of which is attached hereto, on the Authority's website and at a place convenient to the public at 8955 Gaylord, Houston, Texas 77024, the administrative office of the Authority within its boundaries, as required by law.

EXECUTED this 7 day of MARCH, 2025.



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, March 11, 2025**. At such meeting, the Board will consider the following:

1. Public Comments;
2. Approve minutes of the February 11, 2025 regular meeting;
3. Consideration to approve Pay Estimate No. 3 on (North) Clarifier Project at Wastewater Treatment Plant and take any necessary action;
4. Consider Bid Award for Wastewater Treatment Plant (South) Clarifier Improvements, and take any necessary action;
5. Status report on Blower Panel Rehabilitation Project at Wastewater Treatment Plant and take any necessary action;
6. Executive session pursuant to Section 551.071 of the Open Meetings Act for the purpose of a private consultation with the Board's attorney about pending litigation and/or matters in which the attorney's duty to the governmental body requires confidentiality under the Rules of Professional Conduct; of the State Bar of Texas in connection with Petition of City of Bunker Hill Village Appealing Wholesale Sewer Rates Charged by the Authority under Public Utility Commission of Texas Docket No. 56717;
7. Return to open session;
8. Authorize any desirable actions with respect to settlement discussions with Bunker Hill Village and/or proceeding with hearing against Bunker Hill Village re appropriate sewer rate, including possible approval of contract with Bunker Hill Village and changes to Consolidated Rate Order;
9. Discuss District Rate Order and take any necessary action;
10. Consideration to renew Revenue Note and Loan Agreement from Stellar Bank and take any necessary action;
11. Review draft budget for Fiscal Year Ending April 30, 2026, and take any necessary action;
12. Manager's Report including; monthly water samples, Wastewater Treatment Facility's monthly discharge compliance, Tax Recap, Investment Report on the Authority's investments, monthly Identity Theft Compliance Report, and any other matters concerning business of the Authority; and
13. Authorize payment of bills.

203154460.2 Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Authority's office at (713) 465-8318 at least three business days prior to the meeting so that appropriate arrangements can be made.

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

EXHIBIT B

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

MONTHLY ESTIMATE NO. 3
LEI Job No. 032-139, Contract No. 1

Memorial Village Water Authority

WWTP Clarifier Improvements

01-Feb-25

Thru

28-Feb-25

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

Contractor: Sustanite Support Services, LLC
8000 Berwyn Drive
Houston, TX 77037

Contract Time: 90 Calendar Days

Extensions: 0 Calendar Days

Total Time: 90 Calendar Days

Time Used: 46 Calendar Days

Contract Dated: 6-Feb-2024

Work Order Dated: 13-Jan-2025

Completion Date: 13-Apr-2025 (Scheduled)

Percent Time Used: 51.11%

Percent Complete: 81.40%

Current Contract: \$1,913,000.00

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Periods	Work This Period	Qty To Date	Unit Price	Total Amount
Base Bid Items								
1	Mobilization of Equipment, Materials, and Personnel On-Site Including Storage of Equipment, Installation and Removal of Construction Safety Fencing, as Approved by the Engineer, Not to Exceed 5% of the Base Bid Items, Complete In Place	1	L.S.	1	0.00	1.00	\$ 29,000.00	\$29,000.00
2	All Work and Materials Necessary to Properly Remove and Dispose (in Compliance with all Applicable State and Local Laws) of Existing Access Bridge Fabricated From 14" Structural Beams and Associated Steel Angles Spanning Entire Tank Diameter, Including FRP Grating and Aluminum Handrails, Existing Clarifier (68' Square x 15'-8-3/4") Collector Drive Mechanism, Including 42" P.D. Drive Unit, 30" Diameter Steel Center Pier and 16" Concentric Return Sludge Pipe (Removal Limits Shown On Plans), 10' I.D. x 8' Deep Influent Steel Well and Steel Support Beams to Drive Cage, Steel Drive Cage, Steel Sludge Collector Arms Including Steel Sludge Draw-Off Lines, Steel Sludge Collection Trough And Corner Sweep Mechanisms, Existing Clarifier Effluent Weir Troughs, Weir Plates, Scum Baffles, Discharge Flumes, Knee Brace and W10x22 Beam Trough Supports, Including Disconnection and Removal of all Electrical Conduit and Conductors/Wiring Attached To The Existing Access Bridge and Clarifier Controls and Miscellaneous Appurtenances, and Removal of Final 6-Inches of Material and Any Subsequent Rain Water from the Clarifier, As Approved by the Engineer, As Per Plans and Specifications, Complete In Place	1	LS	0.95	0.05	1.00	\$ 432,000.00	\$432,000.00
3	All Work and Materials Necessary to Clean and Televis the Existing 16-Inch D.I. Return Activated Sludge Line From The 16-Inch Elbow Within the Clarifier to the Existing Air Lift Pump (Approx. 60 L.F.), As Approved by the Engineer, As Per Plans and Specifications, Complete In Place	1	L.S.	0	1.00	1.00	\$ 3,000.00	\$3,000.00

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Periods	Work This Period	Qty To Date	Unit Price	Total Amount
4	All Work and Materials Necessary to Clean and Televisize the Existing 24-Inch D.I. Mixed Liquor Line from Within the Clarifier to the Existing Sluice Gate (Approx. 50 L.F), As Approved By the Engineer, As Per Plans and Specifications, Complete In Place	1	L.S.	0	1.00	1.00	\$ 3,000.00	\$3,000.00
5	All Work and Materials Necessary to Remove and Replace One (1) 42" x 42" Sluice Gate, Including Two (2) Appropriately Sized Guide Stem Brackets, Frame, and Wedge, Stainless Steel Hardware, Excluding Operator and Stem, As Approved by the Engineer, As Per Plans and Specification, Complete In Place	1	L.S.	0.18	0.0	0.18	\$ 100,000.00	\$18,200.00
6	All Work and Materials Necessary to Remove and Properly Dispose (in Compliance with all Applicable State and Local Laws) of Existing Lift Crane, Including Filling in of Bolt Holes, as Approved by the Engineer, As Per Plans and Specification, Complete In Place	1	L.S.	0	0.00	0.00	\$ 3,000.00	\$0.00
							Subtotal	\$485,200.00

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Periods	Work This Period	Qty To Date	Unit Price	Total Amount
Alternate Bid Items								
A2	All Work and Materials Necessary to Properly Fill Existing Clarifier Corners, Furnish and Install New, In-Kind Clarifier Collector Drive Mechanism, Including 42" P.D. Drive Unit, 30" Diameter Steel Center Pier and 16" Concentric Return Sludge Pipe, 10' I.D. x 8' Deep Influent Steel Well and Steel Support Beams to Drive Cage, Steel Drive Cage, Steel Sludge Collector Arms (Considering Filled in Corners), Including Steel Sludge Draw-Off Lines, Steel Sludge Collection Trough, Eliminating the Corner Sweep Mechanisms, 304 SS Clarifier Effluent Weir Troughs, Weir Plates, Scum Baffles, and Discharge Flumes, Knee Brace and W10x22 Beam Trough Supports (With all Submerged Materials Being 304 SS), Including HDG Steel Access Bridge with FRP Grating Spanning Entire Tank Diameter with 7'-0" Square Platform and Aluminum Handrails with Aluminum Kickplates, Including All Miscellaneous Appurtenances, 316 SS Hardware, And All Electrical Conduit and Conductors/Wiring Necessary to Tie Into Existing and/or Proposed Controls for a Fully Functional Clarifier, as Illustrated on Provided As-Built Submittal Drawings Produced by Enviroquip, Inc. (Currently Known as Ovivo) or Approved Equal, Including Start-Up, As Approved by the Engineer, Per Plans and Specifications, Complete In Place							

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Periods	Work This Period	Qty To Date	Unit Price	Total Amount
A.2.01	Concrete Corner Fill	4	Ea.	0	3.00	3.00	\$ 40,000.00	\$120,000.00
A.2.02	Install Grout Rings	4	Ea.	0	3.95	3.95	\$ 2,000.00	\$7,900.00
A.2.03	Approved Clarifier Submittals	1	L.S.	1	0.00	1.00	\$ 255,125.00	\$255,125.00
A.2.04	Receive Clarifier Equipment	1	L.S.	0.90	0.10	1.00	\$ 663,375.00	\$663,375.00
A.2.05	Clarifier O&M Manuals	1	L.S.	0	0.50	0.50	\$ 51,000.00	\$25,500.00
A.2.06	Clarifier Startup & Testing	1	L.S.	0	0.00	0.00	\$ 51,000.00	\$0.00
A.2.07	Install Center Pier	1	L.S.	0	0.00	0.00	\$ 15,000.00	\$0.00
A.2.08	Install Drive Cage Frame	1	L.S.	0	0.00	0.00	\$ 10,000.00	\$0.00
A.2.09	Install Collector Rake Arms	1	L.S.	0	0.00	0.00	\$ 39,500.00	\$0.00
A.2.10	Install Sludge Draw Off Pipes	1	L.S.	0	0.00	0.00	\$ 5,000.00	\$0.00
A.2.11	Install Sludge Collection Troughs	1	L.S.	0	0.00	0.00	\$ 40,000.00	\$0.00
A.2.12	Install Influent Feed Well	1	L.S.	0	0.00	0.00	\$ 10,000.00	\$0.00
A.2.13	Install Access Bridge	1	L.S.	0	0.00	0.00	\$ 20,000.00	\$0.00
A.2.14	Install Gear Drive Assembly	1	L.S.	0	0.00	0.00	\$ 5,000.00	\$0.00
A.2.15	Install Drive Service Platform	1	L.S.	0	0.00	0.00	\$ 5,000.00	\$0.00
A.2.16	Install Scum Containment Curtains	1	L.S.	0	0.00	0.00	\$ 5,000.00	\$0.00

Subtotal \$1,071,900.00

Total Completed to Date \$1,557,100.00

Summary of Work to Date

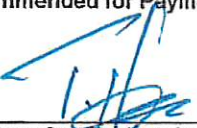
Work Performed to Date	\$1,557,100.00
Less 10% Retainage	<u>\$155,710.00</u>
Net Amount Earned to Date	\$1,401,390.00
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	<u>\$0.00</u>
Subtotal Work Completed and Materials Stored	\$1,401,390.00
Less Previous Estimates	<u>\$ 1,178,786.25</u>
AMOUNT DUE THIS ESTIMATE	\$222,603.75

Summary of Adjusted Contract

Original Contract Amount	\$ 1,913,000.00
Adjustments	<u>\$ -</u>
CURRENT CONTRACT AMOUNT	\$ 1,913,000.00

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

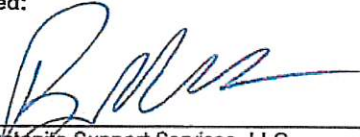
Recommended for Payment:

By: 
Langford Engineering, Inc

Date: 3/10/25

Printed Name: Timothy B. Hardin

Accepted:

By: 
Sustanite Support Services, LLC

Date: 3/6/25

Printed Name: Bart Adams

Approved:

By: 
Memorial Village Water Authority

Date: 3-11-25

Printed Name: Gary Schenk

Distribution: Memorial Villages Water Authority (1)
 Norton Rose Fulbright US, LLP (1)
 Sustanite Support Services, LLC (1)
 Langford Engineering, Inc. (1)

AFFIDAVIT OF BILLS PAID AND RELEASE OF LIENS BY CONTRACTOR

The undersigned ("Contractor"), having furnished materials and/or performed labor in connection with the construction of certain improvements (the "Work") on the project known as WWTP Clarifier Improvements, for and inconsideration of the payment to the Contractor of the sum hereinafter specified does hereby acknowledge and release as follows:

Upon the receipt of Two hundred twenty two thousand six hundred three dollars and 75/100 cents, such amount representing full payment of Pay Estimate No. 3, dated 02/28/2025 for materials and/or labor performed by the Contractor for the Work; Contractor will waive and release any and all liens, rights and interests which are or may be owed, claimed or held by Contractor in and to the Property and the improvements constructed thereon by reason of the Work or otherwise, and Contractor will thereby **RELEASE AND FOREVER DISCHARGE** any and all claims, debts, demands or causes of action the Contractor has or may have as a result of the same including, without limitation, any liens of Contract for the Work now or hereafter filed for record.

Contractor represents, warrants, and certifies that all bills owed by the Contractor for materials furnished and labor performed in connection with the Work have been or will be fully paid and satisfied. If for any reason a lien or liens are filed for materials or labor against the Property by virtue of the Contractor's participation in the Project by any person claiming by, through, or under the Contractor, then Contractor will immediately obtain a settlement of such lien or liens and obtain and furnish to the owners of the Property a release thereof. Contractor shall indemnify such owners and their respective heirs, successors and assigns from any such bill or liens and from all costs and expenses, including attorney's fees, incurred in discharging any such bills or removing such liens.

Executed 3/6, 20 25

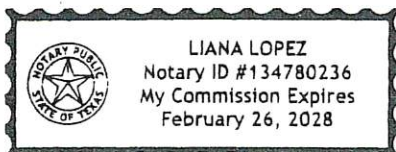
Contractor: Sustanite Support Services

By: [Signature]

Printed Name: Bart Adams

Title: Vice President

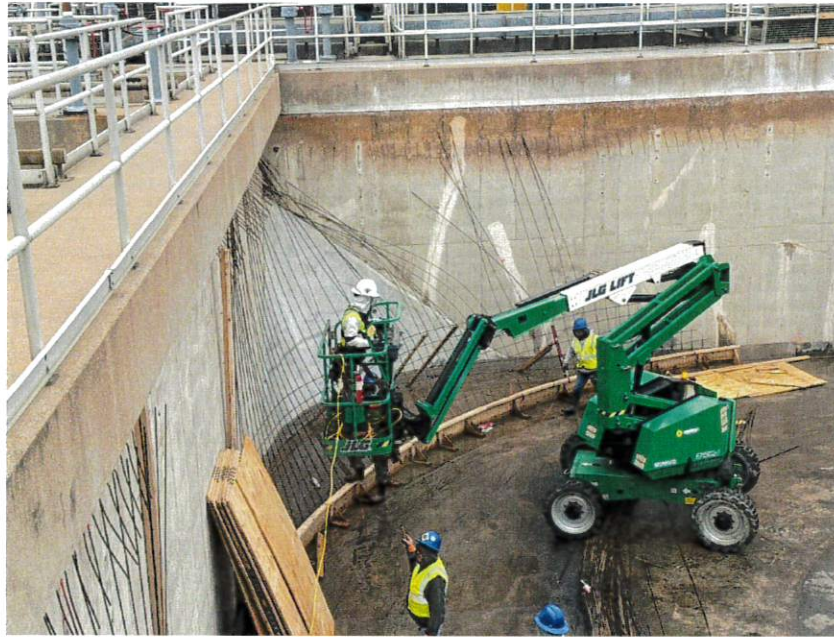
Subscribed and sworn to before me under my official seal of office this 6th day of March, 20 25.



[Signature]
Notary Signature

March 6, 2025

Construction Progress Photos
WWTP Clarifier Improvements (North Clarifier)



Tying of rebar for NW corner of clarifier.



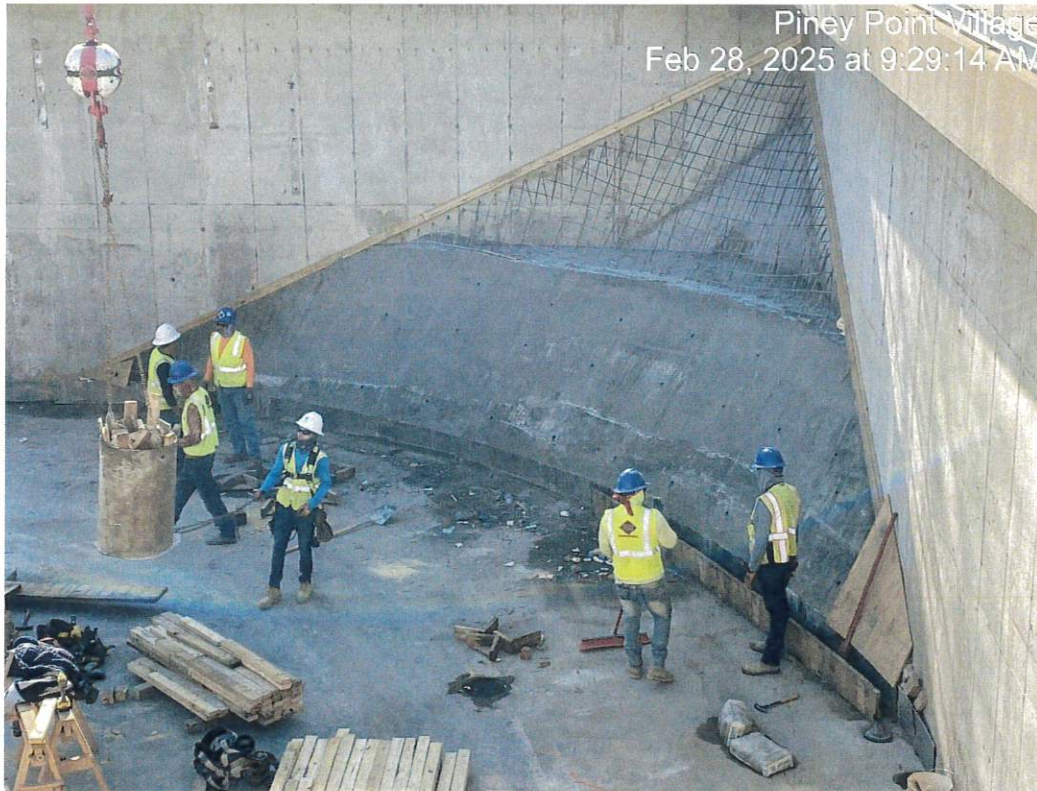
Complete rebar for clarifier corner.



Formwork for NW & SW clarifier corners.



Contractor pumping concrete for the first segment of NW corner.



Bottom portion of concrete poured NW corner.



Clarifier Stainless Steel Influent Well Delivered to site, in preparation for installation.

EXHIBIT C



TBPE No F-449

March 11, 2025

Memorial Villages Water Authority
8955 Gaylord
Houston, Texas 77024

Subject: Recommendation for Award, Memorial Villages Water
Authority, Wastewater Treatment Plant Clarifier
Improvements (South Clarifier)
LEI Job No. 032-139, Contract No. 2

Dear Board of Supervisors:

Bids for construction of the subject project were received by Langford Engineering, Inc's (LEI) Secretary until 3:00 p.m., Thursday, March 6, 2025 and subsequently opened and read in public. One (1) bid was received on the project; there appear to be no errors in the bid as received.

The following is a summary of the bid with the total amount and calendar days for completion:

Bidder	Total Amount Base Bid (Item Nos. 1 thru No. 4)	Total Calendar Days for Project Completion
Sustanite Support Services, LLC.	\$1,871,000.00	322 Calendar Days

A copy of the bid tabulation is attached.

The bidder has furnished a Qualification Statement, Bid Bond, and Financial Statement as required by Section II, Article 3 and 7 of the Contract Documents. Qualification Statement and references were examined and found to be in order.

Langford Engineering, Inc. recommends that the project entitled "Wastewater Treatment Plant Clarifier Improvements (South Clarifier), LEI Job No. 032-139, Contract No. 2" with a contract time of 322 calendar days, be awarded to Sustanite Support Services, LLC, on the basis of the low Total Amount Bid Item Nos. 1 thru No. 4 in the amount of One Million Eight-Hundred and Seventy-One Thousand Dollars (\$1,871,000.00).



MVWA Board of Supervisors
March 11, 2025
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Please contact this office should you have questions or if you require additional information.

Sincerely,

LANGFORD ENGINEERING, INC.

Timothy B Hardin, P. E.
Vice President



Attachments

cc: Mr. Trey Cantu, General Manager, Memorial Villages Water Authority
Ms. Kathleen Ellison, Attorney, Norton Rose Fulbright US, LLP
Mr. Norman E. Gutierrez, EIT, Langford Engineering, Inc.

Bid Tab

Memorial Villages Water Authority
Project: Wastewater Treatment Plant Clarifier Improvements (South Clarifier)

Langford Engineering, Inc. (TBPE F-449)
Project No. 032-139, Contract No. 2

Bid Date: 3:00 p.m.
Thursday, March 6, 2025
Opened and Read at 3:00 p.m.
Thursday, March 6, 2025
Langford Engineering, Inc. Conference Room

Item No.	Description of Work	Approx. Quantity	Unit	Sustanite Support Services, LLC Houston, Texas 5% Maximum Amount Bid	
				Unit Price	Total
	Base Bid				
1.	All Work and Materials Necessary to Properly Remove and Dispose (in Compliance with all Applicable State and Local Laws) of Existing Access Bridge Fabricated From 14" Structural Beams and Associated Steel Angles Spanning Entire Tank Diameter, Including FRP Grating and Aluminum Handrails, Existing Clarifier (68' Square x 15'-8-3/4") Collector Drive Mechanism, Including 42" P.D. Drive Unit, 30" Diameter Steel Center Pier and 16" Concentric Return Sludge Pipe (Removal Limits Shown On Plans), 10' I.D. x 8' Deep Influent Steel Well and Steel Support Beams to Drive Cage, Steel Drive Cage, Steel Sludge Collector Arms, Steel Guide Plate (As Necessary), Including Steel Sludge Draw-Off Lines, Steel Sludge Collection Trough And Corner Sweep Mechanisms, Existing Clarifier Effluent Weir Troughs, Weir Plates, Scum Baffles, Discharge Flumes, Knee Brace and W10x22 Beam Trough Supports, Including Disconnection and Removal of all Electrical Conduit and Conductors/Wiring Attached To The Existing Access Bridge and Clarifier Controls and Miscellaneous Appurtenances, and Removal of Final 6-Inches of Material and Any Subsequent Rain Water from the Clarifier, As Approved by the Engineer, As Per Plans and Specifications, Complete In Place	1	L.S.	\$ 29,000.00	\$ 400,000.00
2.	All Work and Materials Necessary To Clean and Televise the Existing 16-Inch D.I. Return Activated Sludge Line From The 16-Inch Elbow Within the Clarifier to the Existing Air Lift Pump (Approx. 60 LF), As Approved by the Engineer, As Per Plans and Specifications, Complete In Place	1	L.S.	\$ 432,000.00	\$ 5,000.00
3.	All Work and Materials Necessary to Clean and Televise the Existing 24-Inch D.I. Mixed Liquor Line from Within the Clarifier to the Existing Sluice Gate (Approx. 50 LF), As Approved By the Engineer, As Per Plans and Specifications, Complete In Place	1	L.S.	\$ 3,000.00	\$ 6,000.00

Bid Tab

Memorial Villages Water Authority
 Project: Wastewater Treatment Plant Clarifier Improvements (South Clarifier)

 Langford Engineering, Inc. (TBPE F-449)
 Project No. 032-139, Contract No. 2

Bid Date: 3:00 p.m.
 Thursday, March 6, 2025
 Opened and Read at 3:00 p.m.
 Thursday, March 6, 2025
 Langford Engineering, Inc. Conference Room

Item No.	Description of Work	Approx. Quantity	Unit	Sustanite Support Services, LLC Houston, Texas 5% Maximum Amount Bid	
				Unit Price	Total
4.	All Work and Materials Necessary to Properly Fill Existing Clarifier Corners, Furnish and Install New, In-Kind Clarifier Collector Drive Mechanism, Including 42" P.D. Drive Unit, 30" Diameter Steel Center Pier and 16" Concentric Return Sludge Pipe, 1' 0" I.D. x 8' Deep Influent Steel Well and Steel Support Beams to Drive Cage, Steel Drive Cage, Steel Sludge Collector Arms (Considering Filled in Corners), Including Steel Grout/Guide Ring, Steel Sludge Draw-Off Lines, Steel Sludge Collection Trough, Eliminating the Corner Sweep Mechanisms, 304 SS Clarifier Effluent Weir Troughs, Weir Plates, Scum Baffles, and Discharge Flumes, Knee Brace and W1 0x22 Beam Trough Supports (With all Submerged Materials Being 304 SS), Including Steel Access Bridge with FRP Grating Spanning Entire Tank Diameter with 7'-0" Square Platform and Aluminum Handrails with Aluminum Kickplates, Including All Miscellaneous Appurtenances, 316 SS Hardware, And All Electrical Conduit and Conductors/Wiring Necessary to Tie Into Existing and/or Proposed Controls for a Fully Functional Clarifier, as Illustrated on Provided As-Built Submittal Drawings Produced by Enviroquip, Inc. (Currently Known as Ovivo) or Approved Equal, Including Start-Up, As Approved by the Engineer, Per Plans and Specifications, Complete In Place	1	L.S.	\$ 3,000.00	\$ 1,460,000.00
	TOTAL AMOUNT BASE BID (ITEMS NOS. 1 - 4)				\$ 1,871,000.00
	Total Calendar Days from Notice to Proceed to Final Completion in Accordance with the General Conditions		Days		322
Bid Errors			None found		

Exhibit D

MEMORIAL VILLAGES WATER AUTHORITY WHOLESALE WASTEWATER SERVICES AGREEMENT

(City of Bunker Hill Village)

This Wholesale Wastewater Services Agreement (the “**Agreement**”) is entered into on this 18th day of March, 2025 (the “**Effective Date**”) by and between Memorial Villages Water Authority (the “**Authority**”) and the City of Bunker Hill Village (the “**City**”). The Authority and the City may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, the Authority is the operator of a wastewater treatment system (the “**System**”) which includes an existing wastewater treatment plant that provides wastewater service to the City;

WHEREAS, the Parties previously entered into that certain Waste Disposal Agreement, dated July 1, 1985, which purportedly expired on June 30, 2014 (the “**Original Agreement**”);

WHEREAS, despite the expiration of the prior Waste Disposal Agreement, the Authority has continued to provide wastewater services to the City from June 30, 2014 through the present under the same terms provided in the Waste Disposal Agreement;

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which the Authority will provide wholesale wastewater services for the City and in accordance with the Stipulation and Settlement Agreement between the Authority and the City Regarding the Wholesale Wastewater Rates in connection with Public Utility Commission of Texas (“**PUCT**”) Docket No. 56717, attached as Exhibit “A” hereto.

WHEREAS, the City understands and acknowledges that failure to pay the costs specified in this Agreement in a timely manner allows the Authority to refuse wholesale wastewater service to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged by both Parties, the Authority and the City agree as follows:

1. Conditions Precedent. All of the following shall be conditions precedent to the Authority’s obligation to provide wastewater services to the City:
 - a. Payment of the Contract Initiation Fee, as further described in Section 12(a)(i).
2. Wastewater Treatment Plant and Service Commitment. The Parties acknowledge that the Authority currently operates a wastewater treatment plant located at 11 Farnham Park

Drive, Houston, Texas (Harris County) (the “**WWTP**”). The WWTP shall be utilized to treat and dispose of wastewater flowing through the City’s sewage collection system into the Authority’s main sewer trunk (the “**Trunk Line**”) at a point ten feet west of the intersection of Memorial Drive and Blalock Road (the “**Point of Connection**”) equal to a maximum of 35 percent of the flow to the WWTP (the “**Service Commitment**”).

3. Commitment to Provide Service. The Authority agrees to provide wastewater services to the City in accordance with the terms and conditions of this Agreement and subject to the satisfaction of the condition’s precedent set forth in Section 1 of this Agreement.
4. Condition of Wastewater Delivered. The City agrees to use its best efforts to require its residents to meet the requirements of permitted discharges into the Authority’s System. Specifically, the City shall operate and maintain its system so as to ensure that wastewater delivered to the Point of Connection will be in a condition that is in accordance with all applicable law and does not constitute Inadmissible Waste (as defined herein).
5. Title to and Responsibility for Wastewater. Subject to the provisions of this Section, title to and control of wastewater prior to delivery to the Point of Connection shall be with the City. Title to and control of wastewater will pass to the Authority upon delivery of the Wastewater to the Point of Connection. Notwithstanding the foregoing, liability to third persons or entities (including but not limited to the Texas Commission on Environmental Quality (“**TCEQ**”)) arising from the receipt, collection, transportation, delivery, and disposal of Wastewater under this Agreement shall remain with the City on its side of, and up to delivery to, the Point of Connection. With the exception of wastewater that does not meet the Regulatory Requirements (as defined herein) at the Point of Connection or is Inadmissible Waste, liability to third persons or entities (including but not limited to the TCEQ) arising from the receipt, transportation, delivery, and disposal of wastewater under this Agreement shall pass to the Authority after receipt at the Point of Connection. For purposes of this Agreement, the term “**Regulatory Requirements**” shall mean the requirements and provisions of any state or federal law and any permits, rules, orders, or regulations issued or adopted from time to time by state, federal, or other regulatory authorities having jurisdiction over the Authority’s System, the WWTP, and/or the City’s system.
6. Regulation of Quality of Wastewater; Inadmissible Waste. Only wastewater that is amenable to biological treatment may be delivered to the Point of Connection. The Authority may, from time to time, establish and revise a list of Inadmissible Waste (as defined herein) applicable to all discharges of wastewater into the Authority’s System. The Authority will promptly provide a copy to the City of each such list of Inadmissible Waste. The City shall prohibit the discharge of Inadmissible Waste into the City’s system and will enact all rules and regulations reasonably necessary to regulate the quality and strength of the wastewater it collects for discharge into the City’s system consistent with the terms of this Agreement. For purposes of this Agreement, the term “**Inadmissible Waste**” shall mean waste that is not admissible to the Authority’s System under applicable Regulatory Requirements or as set forth in the Authority’s list of Inadmissible Wastes. Without limitation, all of the following are Inadmissible Wastes: waste generated from privies, dry

closets, or on-site sewer systems (e.g., septic systems); discharges of Industrial Waste (as defined herein) that have not been pretreated to meet the Authority's standards; wastewater that is corrosive, unacceptably odorous, or otherwise injurious to the Authority's System; and any unauthorized materials, substances, waste or wastewater hauled or dumped into the City's system or the Authority's System. For purposes of this Agreement, the term "**Industrial Waste**" shall mean waterborne liquid, gaseous, or solid substances that result from any process of industry, manufacturing, trade, or business, including a restaurant.

7. Testing of Wastewater. The Authority may collect samples of wastewater at the Point of Connection and at reasonable locations within the City's system and cause the samples to be analyzed utilizing American Public Health Association, the U.S. Environmental Protection Agency, and TCEQ's then-standard methods or other appropriate methods to determine if the Wastewater is of the quality required by this Agreement. The City will use reasonable efforts to make necessary arrangements for, and provide assistance to, the Authority in obtaining lawful access to sampling points within the City's system. If any analysis determines that any wastewater is not of the required quality, the City will be required to determine the cause of the non-compliance, notify any responsible customer, and require the customer to either cease discharging that wastewater or pretreat such wastewater so that the required quality is achieved before it is discharged. The City agrees that any of its individual customers found to be in violation of the Authority's requirements regarding allowable discharges as provided in this Agreement or who refuse access for the purpose of sampling may be disconnected from the City's system, subject to compliance with applicable legal requirements and the rules of the TCEQ.
8. Disclaimer of Ownership of Reclaimed Water. The City hereby disclaims any right to ownership of the treated effluent generated by the WWTP ("**Reclaimed Water**").
9. Authority's Obligations.
 - a. *Permits; Cooperation.* The Authority will be responsible for preparing any required applications for and processing and obtaining any renewals of or amendments to its waste disposal permit (the "**Permit**") at its sole expense. The Authority will be responsible for preparing any applications for, and processing and obtaining any renewals of or amendments to, the Permit that may be required to provide wastewater services as contemplated by this Agreement at its sole expense. The Parties agree to cooperate with each other as reasonably necessary in connection with any such renewals or amendments.
 - b. *Operation and Maintenance of the Authority's System.* The Authority will be responsible for operating, maintaining, repairing, and replacing the Authority's System in accordance with the provisions in this Agreement, the Permit; applicable Regulatory Requirements, and accepted good utility operating practices. The Authority will maintain the Authority's System in good condition and working order, reasonable wear and tear excepted, and will operate it, or cause it to be operated, in an efficient and economical manner, at a reasonable cost and in accordance with sound business principles.

10. City's Obligations.

a. *Condition of Wastewater Delivered.*

- i. The City shall ensure that wastewater delivered to the Authority's System will be in a condition that is in compliance with all applicable laws and does not constitute Inadmissible Waste.
- ii. The City acknowledges that the Authority may establish and amend from time to time with prior written notice, reasonable and nondiscriminatory requirements applicable to the entirety of the Authority's System and its customers, which specify:
 1. types and quantities of discharges that are prohibited from entry into the Authority's System;
 2. discharge prohibitions for certain substances;
 3. pretreatment, permitting, monitoring, and other requirements for persons who discharge;
 4. prohibited substances; and
 5. measures to protect the Authority's System.
- iii. The City will require all persons discharging wastewater to the City's system that does not meet Regulatory Requirements to comply with the Authority's requirements regarding pretreatment. Customers discharging prohibited substances must abate such substances from their wastewater streams and conform their discharges to the Authority's and the City's regulations respecting the discharge of such wastes and pretreatment, which regulations include, but will not be limited to, a requirement for fats, oils, and greases ("FOG") interceptors for restaurants and commercial kitchens.
- iv. The City will submit all plans for any project that will generate wastewater that does not meet Regulatory Requirements or the applicable requirements of the Authority to the Authority for approval before a connection is made.

b. *City Retail Responsibilities.* The City will be solely responsible for retail billings to and collections from its customers and for planning, financing, constructing, operating, and maintaining the City's system and any expansions or improvements to the City's system that may be necessary.

c. *Retail Wastewater Rates and Charges.* The rates and charges to be collected by the City from its retail wastewater customers will be determined by the City. The City

will be solely responsible for ensuring that its rates and charges are determined, approved, and collected in accordance with applicable legal requirements and are sufficient (together with other sources of revenue) to pay the charges payable to the Authority hereunder as well as the costs necessary to construct, operate, maintain, and repair the City's system and to perform other obligations of the City, including obligations under this Agreement.

d. *Construction and Testing Criteria for Connections.*

- i. The physical connection of each service line to the City's system will be the responsibility of the City and will not be left to the discretion of a plumber or contractor unless the plumber or contractor is under the direct supervision of, and the work is inspected by, the City's authorized representative.
- ii. The City shall minimize inflow (meaning water that enters the City's system through direct sources such as drain spouts, manholes, clean-outs, or other appurtenances) and infiltration (meaning water that enters the City's system through defects such as cracks or breaks in the piping, manholes, or other appurtenances) into the City's system. The City will also maintain strict supervision and control over the City's system to prevent connections such as roof drains, air conditioning condensate, or any other connections that allow surface drainage or stormwater to enter the City's system.
- iii. The Authority shall have the right, at its own cost and expense, to periodically inspect the City's system to determine compliance with this section. If the Authority identifies unauthorized inflow or infiltration, or any other violation of this section or the Agreement, the Authority shall notify the City and both Parties shall agree to a deadline that provides a reasonable opportunity to correct the issue. If the issue is not corrected within thirty (30) days of the deadline set by the Parties for correction, the Authority shall have the right to then correct the issue and charge the City for all costs associated with the required remedy or to terminate this Agreement. Notwithstanding any reference to the contrary contained herein, the Authority shall bear no liability to the City for any unauthorized inflow or infiltration, or any other violation of this section regardless of whether the Authority conducts any such inspection and, if an inspection is conducted, whether the Authority detects any violations or the Authority provides notice to the City of any such violation.

11. Third-Party Calibration and RJN Group Evaluation of Wastewater Flows.

- a. *Initial Calibration.* The Parties agreed that a third-party calibration of the Authority's Parshall flume meter (the "**Meter**") on the Trunk Line near the Point of Connection would be conducted. The Parties agreed on third party vendor(s) to conduct the Meter calibration and agreed that the Meter must be compliant with the America Water Works Association ("**AWWA**") standards for wastewater meter accuracy. Once shown to be AWWA compliant, the Parties agreed to accept the

Meter's readings as provided by the Authority as accurate. Further, the Parties agreed to accept the results of the RJN Group metering evaluation, which included the installation of flow monitoring devices (Marsh McBirney meters) on the City's trunk line near the Point of Connection and on the Trunk Line near the outfall to the WWTP Plant to perform flow monitoring services, as further described in the RJN Group Proposal, attached as Exhibit "B" hereto. The RJN Group's evaluation included the installation of two flow meters for a period of fourteen (14) days to determine the average dry weather flows and to obtain data on the City's and the Authority's retail customers' wastewater flows to the WWTP for comparison. The Parties agreed in advance to accept the accuracy of the RJN Group meter evaluation and the calibrated Meter readings, which then served as the basis for establishing the wastewater flows from the City and the proper allocation of operations and capital expenses to the City. The Final RJN Group Report is attached as "Exhibit C" hereto. The Authority and the City shall split the cost associated with the RJN Group Evaluation and third-party calibration evenly. The Authority further agreed that City representatives would be involved in all preliminary meetings, progress updates, and information sharing related to the RJN Group evaluation.

- b. *Later Calibrations.* After completion of the initial calibration, if the City requests additional calibrations to be performed, the costs of such calibrations shall be borne by the City.
- c. *Additional Flow Study.* The City, during the term of this Agreement and at its sole cost, may undertake a study to measure its wastewater flows to the WWTP in substantially similar manner as described in Section 11(a). Parties agree that the results of this additional flow study may result in a different allocation determination for both the Operating Expense Rate and the City's Capital Share than stated in Sections 12(a) and 12(b).

12. Rates, Fees, and Billing.

- a. *Wholesale Wastewater Rate.* The wholesale wastewater rate for the City is \$4.01/1,000 gallons. The wholesale wastewater rate for the City is based solely on the percentage of operating expenses allocated to the City by the Authority, calculated based on and in accordance with the allocation determination resulting from the RJN Group evaluation of the wastewater flows from the City to the Authority's system and the Authority's Parshall flume meter readings totaling 30%, plus an additional 5% to adjust for rain flows (referred to as the "**Operating Expense Rate**"). The Authority will provide notice to the City of any Operating Expense Rate change on or before June 30 of the year preceding the rate change, which shall take effect the following January 1.
 - i. *Wastewater Rates for 2024.* The City will make payment to the Authority in a sum equal to \$414,177 representing the difference between the amount the City paid for operating costs from April 1, 2024 through December 31, 2024, and the operating costs attributable to the City for such period calculated at the Operating Expense Rate ("**Contract Initiation Fee**", as

further described in Section 12(a)(i)). The Authority acknowledges that in addition to the amounts the City paid for operating costs from April 1, 2024 through December 31, 2024 it paid an additional amount for capital expenses, which shall be a reduction of the capital expenditures due pursuant to Section 12(b).

- ii. *Wastewater Rates for 2025.* The City will make payment to the Authority for wastewater services commencing in 2025 at the Operating Expense Rate of \$4.01/1,000 gallons. In the event the City has made any payments for 2025 wastewater services at a lower rate prior to the Effective Date, it shall pay the Authority the difference between the rate the City paid and the Operating Expense Rate set for 2025 within 10 business days of the Effective Date. The City will continue to pay the Operating Expense Rate set by the Authority until it is changed by the Authority with advance written notice pursuant to Section 12(a) above.
- b. *Capital Improvement Expense.* In addition to paying its share of operating expenses monthly, the City shall make payments to the Authority for its share of estimated costs associated with each capital improvement or rehabilitation project at the WWTP or the Trunk Line (each a “**WWTP Project**”) within fifteen (15) business days of the City’s receipt of an invoice (with supporting documentation as described below) from the Authority for WWTP Project costs, including but not limited to engineering services, geotechnical services, surveying, demolition and construction services. The City’s share of the costs of each WWTP Project shall be calculated in accordance with the allocation determination resulting from the RJN Group evaluation totaling 30%, plus an additional 5% to adjust for rain flows, and shall be referred to herein as the “**City’s Capital Share**” or “**Capital Share.**”

The City acknowledges that since April 1, 2024, the Authority has proceeded with WWTP Projects for which the City will owe its Capital Share upon receipt of one or more invoices (with supporting documentation as described below), and the Authority acknowledges that the City has previously paid the sum of \$63,237 toward its Capital Share. The Authority shall invoice the City for the remaining City’s Capital Share of these WWTP Projects no later than 10 business days after the Effective Date.

In connection with future WWTP Projects, the Authority shall provide an invoice (with supporting documentation as described below) to the City for the City’s Capital Share of (i) engineering or other professional services, as necessary, at the time it has approved engagement of a professional firm to provide such services for a WWTP Project, and (ii) construction costs at the time it has approved entering into a construction contract after solicitation of bids or proposals for a WWTP Project. There shall be no limit on the number of invoices that may be submitted to the City in connection with a WWTP Project.

Each invoice described in this paragraph shall be accompanied by an engineering or other professional services engagement, a construction contract, or other financial obligation being incurred by the Authority for which the City is being asked to pay its Capital Share.

At the conclusion of each WWTP Project, the Authority will determine the actual costs of the WWTP Project and will provide the City with a detailed accounting of such costs, with documentation to show all actual expenses. If the final accounting shows the City underpaid the actual expenditures, the Authority will provide the City with an invoice for the deficiency, which shall be due within 15 business days of receipt of the invoice. If the final accounting shows the City overpaid the actual expenditures for the WWTP Project, the Authority shall refund to the City any amount the City overpaid within 15 business days of the final accounting.

The Authority shall provide notice to the City of planned WWTP Projects for each calendar year by June 30th of the preceding year and shall provide prompt notice to the City of any unplanned WWTP Projects that are required. Such notices shall include an estimate of costs for each WWTP Project.

- c. *Management.* The Authority shall be responsible for management of all capital improvement projects and shall have sole control over payment of invoices for capital improvement expenses. Any determination by the Authority concerning an invoice for capital expenses shall be determinative. The Authority shall notify the City in advance of any proposed change orders during the project that may increase the total project cost and provide supporting documentation for the necessary changes.
- d. *Billing and Due Date.* The City shall pay each bill for wastewater services under this Agreement in the time and manner described in this subsection. Specifically, for each billing period, the Authority will forward to the City a detailed statement of the amount due for that billing period. The City agrees to pay, or cause to be paid, to the Authority the amount shown on each statement by check or bank wire no later than the Due Date (as defined herein) in order not to be considered delinquent, provided that the City may dispute a bill as set forth in Section 12(g) of this Agreement. City's payment of a statement in full shall not constitute a waiver of the City's right to dispute the statement. The Authority's acceptance and retention of any partial payment received by the City shall not constitute a waiver of the Authority's right to demand the total statement amount due. For purposes of this Agreement, the term "**Due Date**" shall mean the date a billing statement from the Authority to the City is due, which will be no earlier than the 20th day of the month for wastewater services rendered during the prior calendar month. The Authority will include its wiring instructions on each billing statement in order to allow payment by wire transfer. Payment of the billing statement made by check must be received on or before the Due Date at the following address (which may be changed by Authority with Notice to the Parties):

Memorial Villages Water Authority
8955 Gaylord Drive
Houston, Texas 77024

- e. *Late Charges.* For any amount billed to the City under this Agreement that is not paid by the Due Date, the Authority shall collect a five percent (5%) penalty per month, which will be included in the next month's bill.
- f. *Effect of Nonpayment.* If the Authority has not received payment in full from the City of amounts due on or before fifteen (15) business days following the Due Date, the Authority may give written notice to the City and, if the sum due is not paid in full within thirty (30) calendar days of the date of such notice, then the City shall be in default of a material obligation of this Agreement and the City agrees to pay all costs of collection, including reasonable attorney's fees. In the event of such default, the Authority may, at its discretion, restrict service to volumes sufficient to service only those connections existing on the Due Date until payment in full is made. The City agrees that, in the event of such a default, it shall not make or allow any new wastewater connections to the City's system until after the default has been cured by payment of all sums due. In the event the City has not paid in full within sixty (60) calendar days of the date of the notice to the City, the Authority may, at its discretion cease providing service until the sum due is paid in full.
- g. *Billing Disputes.* If the City disputes a bill, it shall nevertheless pay the bill, in full, pending such refund as may be determined as a result of appeal of the disputed bill. The City reserves all rights, at law or in equity, which it has to appeal or challenge any change in the Operating Expense Rate or any disputed bill. The Parties agree that they will first attempt to resolve any billing dispute by agreement or by mediation as provided in Section 12(j).
- h. *Corrosion and Odor Control and Other Costs.* Any extraordinary operations and maintenance costs incurred by the Authority after commencement of service under this Agreement that are directly attributable to the quality of wastewater received from the City's system not being consistent with the requirements of this Agreement and that are not included in the Authority's costs used to compute the Operating Expense Rate as set forth herein shall be surcharged to the City in the next bill. The Authority will include documentation supporting any such surcharge, including a detail of the costs incurred and the basis for attributing the costs to the City.
- i. *Contract Initiation Fee.* Within ten (10) business days after the Effective Date, the City shall provide payment to the Authority in a sum equal to \$414,177 representing the difference between the rate the City paid from April 1, 2024 through December 31, 2024 and the operating costs attributable to the City for such period calculated at the Operating Expense Rate. The Authority acknowledges that in addition to the amounts the City paid for operating costs it paid an additional amount for capital expenses of \$63,237 during the period from April 1, 2024 through December 31,

2024, which shall be a reduction of the capital expenditures due pursuant to Section 12(b).

- j. *Mediation of Rate Dispute.* Any dispute between the City and the Authority regarding any rate or charge set forth in this Agreement which is not resolved through good faith negotiations and settlement discussions will be submitted to a mutually acceptable mediation service or provider in advance of, and as a prerequisite to, a party seeking equitable relief from a court of competent jurisdiction or an administrative appeal. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction or an administrative appeal in the event mediation efforts are unsuccessful.
 - k. *Survival.* The terms of this Section 12 shall survive termination of this Agreement and be in effect for so long as the Authority is providing the wastewater services to the City.
13. Force Majeure. If the Authority or the City are rendered unable, wholly or in part, by Force Majeure (as defined herein) to carry out any of their obligations under this Agreement (other than an obligation to pay or provide money), either in whole or in part, then such obligations of the Authority or the City, to the extent affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Authority or the City shall give notice and a description of the Force Majeure to the other party. The cause, as far as possible, must be remedied with all reasonable diligence. The term "**Force Majeure**" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of the government and civil disturbances, supply chain delays, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other event or circumstance, whether similar to those enumerated or otherwise, that is not within the control of the Authority or the City and that could not have been avoided by the exercise of due diligence and care.
14. Term and Termination. The initial term of this Agreement is ten (10) years from the Effective Date. Subsequently, this Agreement shall renew for five (5) year terms unless either Party notifies the other in writing, not less than ninety days (90) days prior to the expiration of the then current term, of its intention not to renew. This Agreement may be terminated upon agreement of Authority and City as evidenced in writing. The termination shall take effect upon the date agreed to in writing by Parties.
15. Event of Default. Notwithstanding any provision of this section to the contrary, the provisions of Section 12(f) (Effect of Non-Payment) and Section 13 (Force Majeure) shall control. It shall be an event of default if a Party shall breach any material covenant, obligation, representation, or warranty of such Party under this Agreement, which breach

remains uncured for a period of forty-five (45) calendar days after written notice from the non-breaching Party of the existence of such breach; provided, that the non-breaching Party may upon written notice to the breaching Party, extend the cure period for any such breach (and thus no event of default shall be deemed to occur during such cure period) if the nature of the default is such that it cannot reasonably be remedied within such forty-five (45) day period; the breaching Party has diligently commenced corrective action within such forty-five (45) day period; is diligently pursuing such correction thereafter; and further provided, that if the nature of the default is such that it can reasonably be remedied, the cure period shall not exceed 120 calendar days without written agreement from the breaching and non-breaching Parties. The Authority shall not be responsible for consequential damages for any failure to supply Wholesale Wastewater Services under this Agreement.

16. Proof of Insurance. Upon request, the Authority shall provide proof of insurance to City.
17. Withdrawal of Petition in PUCT Docket No. 56717. The Parties agree that the City shall withdraw its petition filed in PUCT Docket No. 56717 with prejudice within ten (10) days of the Effective Date of this Agreement.
18. Entire Agreement. This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire Agreement between the Parties relative to the subject matter hereof and supersedes all prior agreements and discussions, including but not limited to the Original Agreement.
19. Assignability. The rights and obligations of the Authority and the City under this Agreement may only be assigned upon written consent by the other party, such approval not to be unreasonably withheld, conditioned, or delayed.
20. Severability. The provisions of this Agreement are severable and, if any provision or part of this Agreement or the application thereof to any person or circumstance will ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid, or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected and this Agreement will be construed as if the invalid or unconstitutional provision had never been contained therein; however, in such event, the Parties mutually covenant and agree to use good faith efforts to amend this Agreement in a manner that restores a reasonable balance of burdens and benefits for each Party.
21. Attorneys' Fees. If any Party initiates legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing Party shall be entitled to recover reasonable and necessary attorneys' fees from the non-prevailing Party.
22. No Oral Agreements; Amendments. There are no oral agreements between the Parties with respect to the subject matter hereof. This Agreement may be amended only with written consent of all of the Parties.
23. Addresses and Notices. Unless otherwise provided in this Agreement, any notice, tender, or delivery that either Party is to give to the other Party under this Agreement (a "Notice") must be in writing and delivered by electronic mail, together with at least one of the

following: (1) receipted courier service, (2) receipted personal delivery, (3) registered or certified mail, postage prepaid, return receipt requested, and will be deemed received by the recipient when deposited in the U.S. Mail or upon actual receipt, whichever occurs earlier. Mailed Notices shall be addressed as set forth below, but each party may change its address by written Notice provided in accordance with this Section.

Any Notice mailed to the Authority shall be addressed to:

Memorial Villages Water Authority
Attn: General Manager
8955 Gaylord Drive
Houston, Texas 77024
E-mail: trey@mvwa.org (or current General Manager)

Any Notice mailed to City shall be addressed to:

City of Bunker Hill Village
Attn: City Administrator
11977 Memorial Drive
Houston TX 77024
Email: gbarrera@bunkerhilltx.gov (or current City Administrator)

24. Good Faith. Each Party agrees that, notwithstanding any provision herein to the contrary, no Party will unreasonably withhold or unduly delay any consent, approval, decision, determination, or other action that is required or permitted under the terms of this Agreement, it being agreed that each Party will act in good faith and will at all times deal fairly with the other, including in connection with the rates established by the Authority under this Agreement.
25. Counterparts. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts will collectively constitute a single instrument, and it will not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.
26. Governing Law; Venue. The terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. Harris County, Texas, will be a proper place of venue for any suit under this Agreement.
27. No Additional Waiver Implied. The failure of any Party to insist upon the performance of any of the terms, covenants, or conditions of this Agreement will not be construed as a waiver or relinquishment of the future performance of any such term by any other Party or in any other instance, and the obligation of each Party with respect to future performance will continue in full force and effect.
28. No Third-Party Beneficiaries Intended. Nothing in this Agreement shall be construed to confer any right, privilege, or benefit on, or to otherwise create a vested right or third-party beneficiary relationship, with any person or entity not a party to this Agreement.

29. Captions. The captions in this Agreement are inserted solely for convenience and will not be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations, or liabilities of the Parties or in ascertaining intent, if any question of intent should arise.
30. Construction of Agreement. Both of the Parties have participated in the drafting of this Agreement; therefore, this Agreement will not be construed in favor of or against any Party on the basis of draftsmanship.
31. Other Instruments. The Parties covenant and agree to execute and deliver such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the intent of this Agreement.
32. Time of the Essence. Time is of the essence with respect to all matters covered by this Agreement.
33. Authority of Parties Executing Agreement. Each of the Parties represents and warrants that it has the authority to execute the document in the capacity shown below. Each of the Parties further represents and warrants that this Agreement constitutes a valid and binding contract, enforceable in accordance with its terms.
34. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the Parties.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original:

Authority

Memorial Villages Water Authority

By:_____

Name:_____

Title:_____

Date:_____

City

City of Bunker Hill

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

(Stipulation and Settlement Agreement Regarding the Wholesale Wastewater Rates)

DOCKET NO. 56717

PETITION OF CITY OF BUNKER	§	PUBLIC UTILITY COMMISSION
HILL VILLAGE APPEALING THE	§	
WHOLESALE SEWER RATES	§	
CHARGED BY MEMORIAL	§	OF TEXAS
VILLAGES WATER AUTHORITY	§	

**STIPULATION AND SETTLEMENT AGREEMENT BETWEEN MEMORIAL
VILLAGES WATER AUTHORITY AND THE CITY OF BUNKER HILL VILLAGE
REGARDING WHOLESALE WASTEWATER RATES**

This Stipulation and Settlement Agreement (“Stipulation”) regarding wholesale wastewater rates to be charged to the City of Bunker Hill (“City”) by Memorial Villages Water Authority (“MVWA”) (collectively, the “Signatories”) is entered into by the Signatories through their duly authorized representatives. The Signatories have conferred with Public Utility Commission of Texas (Commission) Staff and are authorized to represent that Commission Staff is unopposed to this Stipulation. In support of the Stipulation, the Signatories would respectfully show the following.

I. BACKGROUND

On June 10, 2024, the City filed an appeal of the wholesale wastewater rates charged by MVWA (“Petition”). On June 24, 2024, the City, MVWA, and Commission Staff (collectively, the “Parties”) filed an Agreed Request for Abatement in order to abate the established procedural schedule to allow for informal discussions between the Parties. On June 25, 2024, the Administrative Law Judge (“ALJ”) filed Order No. 2, abating the proceeding. On September 10, 2024, the Signatories agreed on settlement terms regarding rates to be charged to the City by MVWA for wholesale wastewater service.

II. STIPULATION AND SETTLEMENT AGREEMENT

The Signatories submit that the resolution of the City’s appeal of rates charged pursuant to the terms stated below, is reasonable. Further, settlement will conserve the resources of the Signatories and the Commission. By this Stipulation and the subsequent written contract described below, the Signatories intend to resolve all issues among them related to the Petition, and agree as follows:

1. Third-Party Calibration and Evaluation of Wastewater Flows. A third-party calibration of MVWA's Parshall flume meter on the Bunker Hill main wastewater line to the Wastewater Treatment Plant ("WWTP") will be conducted. The Signatories will agree on a third-party vendor(s) to conduct the meter calibration and the Signatories agree in advance that the meter must be compliant with the American Water Works Association ("AWWA") standards for wastewater meter accuracy. Once shown to be AWWA compliant and accurate, the Signatories agree to accept the MVWA's Parshall flume meter readings as accurate. Further, the Signatories agree to engage RJN Group to install flow monitoring devices (ADS Triton+ with AVMax Sensor) on the City's wastewater main line to MVWA's wastewater system and the main trunk line at MVWA's WWTP as outlined in the RJN Group Proposal to perform flow monitoring services to evaluate the flows from the City and prior to entering the headworks at the MVWA WWTP. The project includes the installation of two flow meters for a period of 14 days to determine the average dry weather flows and to obtain data on the City's and MVWA's retail customers' wastewater flows to the WWTP for comparison. The Signatories agree in advance to accept the accuracy of the RJN Group meter evaluation and the calibrated MVWA Parshall flume meter readings, which will then serve as the basis for establishing the wastewater flows from the City and the proper allocation of operations and capital expenses to the City. The Signatories have agreed to evenly split the cost associated with the RJN Group evaluation and third-party calibration. Finally, the Signatories have agreed to ensure that City representatives are involved in all preliminary meetings, progress updates, and information sharing related to the RJN Group evaluation.
2. Notice of Wholesale Wastewater Rate Change. The Signatories agree that MVWA will design a wholesale wastewater rate for the City based solely on the percentage of Operating Expenses allocated to the City by MVWA, to be calculated in accordance with the allocation determination resulting from the RJN Group evaluation for the initial rate. MVWA will provide notice to the City of any Operating Expense rate change on or before June 30th of each year for a rate change taking effect the following January 1st.

3. Notice of Capital Improvement Expenses. Capital Improvement Expenses consist of all costs associated with capital improvement or rehabilitation projects at the WWTP or Bunker Hill trunk line, which MVWA incurs in a calendar year. The Signatories agree that the City will make an upfront payment by January 31 of each calendar year equal to the City's share of the projected Capital Improvement Expenses MVWA expects to incur during that calendar year. The City's share of the projected Capital Improvement Expenses shall be calculated in accordance with the allocation determination resulting from the RJN Group evaluation and the MVWA Parshall flume meter. After each calendar year, there shall be a true-up of actual expenditures compared to projected expenditures, and the City will either be given a credit for any amounts paid in excess of actual expenditures or will be billed for any deficiency, which amount shall be paid within 30 days of billing. The Signatories agree that MVWA will provide notice to the City of the projected Capital Improvement Expense amount allocated to the City by June 30th of the preceding year.
4. Wastewater Rates for 2024. The Signatories agree that each Signatory will be responsible for either payment or credit, whichever is relevant, to the other of the resulting difference between the rate the City is currently paying and the newly established Operating Expense rate calculated by MVWA for the period starting April 1, 2024, and ending December 31, 2024, as part of the terms of the new contract. The Signatories agree that the resulting difference between the rate the City is currently paying and the newly established Operating Expense rate calculated by MVWA for the period starting April 1, 2024, and ending December 31, 2024, will take into account any Capital Investment Expense amounts paid by the City through the rate the City is currently paying. The new rate will also reflect the City's preference to pay all Capital Improvement Expenses for the upcoming year separately by January 31st of each year.
5. New Contract for Wholesale Wastewater Service. The Signatories agree to work diligently and in good faith to execute a new wholesale wastewater service contract for the provision of wholesale wastewater service to the City by MVWA by December 31, 2024. The initial term of the contract shall be set in the contract itself but shall not be less than ten (10) years, renewing annually subsequent to the expiration of the initial

term unless advance notice of termination is provided in writing by either party within a time frame specified under the terms of the new contract. The Signatories agree that the City will withdraw the Petition with prejudice once the new contract is duly executed by both parties. Upon the execution of this Stipulation, the Signatories agree to evaluate the progress made toward a new contract and will provide a monthly status report to the Commission indicating whether the Petition should remain abated until the new contract is duly executed by both parties or contract negotiations are no longer deemed to be fruitful for either MVWA or the City. The Signatories agree that the new contract will include a term quantifying the remaining Capital Improvement Expense amount for April 1, 2024 through December 31, 2024 and the Capital Improvement Expense amount for calendar year 2025, with both amounts due in full from the City on January 31, 2025.

6. Continued Discussions. In an effort to establish more accurate flow measurement readings for the City, the Signatories agree that they will work diligently and in good faith to continue to engage in discussions regarding the following:
 - a. Quarterly calibration of MVWA's meter on the Bunker Hill line and the outflow meter at the MVWA WWTP conducted by a third-party calibration company agreeable to the Signatories. MVWA will provide effluent flow data from the MVWA WWTP outflow meter at the request of the City; and
 - b. Installation of a permanent meter at the main trunk line at MVWA's WWTP to perform flow monitoring services to evaluate the flows from the City and prior to entering the headworks at the MVWA WWTP; and
 - c. Qualifying Events: Monthly flow meter readings for the City exceeding 35% of the MVWA WWTP effluent during dry days should be flagged for MVWA review, notice to the City, and potential recalibration of the MVWA wastewater meter on the City discharge. Monthly flow meter readings exceeding 50% of the MVWA WWTP effluent during rain events should be flagged for MVWA review, notice to the City, and potential recalibration of the MVWA wastewater meter on the City discharge.

- d. Development of a joint advisory committee or other mechanism, composed of representatives of the MVWA and City officials, in order to discuss and recommend to the full MVWA Board actions to be taken with respect to the wastewater treatment plant, such as capital improvements and maintenance costs and rate adjustments for the City, in order to enhance communications between the parties.

III. IMPLEMENTATION OF AGREEMENT

1. Obligation to Support this Stipulation. The Signatories agree to support this Stipulation, including before the Commission if necessary, and will take reasonable steps to support the expeditious completion of these terms in a manner fully consistent with this Stipulation. This provision shall not preclude any party from taking action that is mandatory and nondiscretionary pursuant to a law enacted after the date this Stipulation is executed.
2. Effect of Stipulation. This Stipulation does not adopt any particular methodology underlying the settlement rates reflected in the Stipulation other than as outlined above. The non-litigation of any specific issue in this docket, or not addressing it in this Stipulation, does not waive either of the Signatories' right to contest that issue in any other current or future proceeding. The non-litigation of an issue, or not addressing an issue in this Stipulation, cannot be asserted as a defense or estoppel, or any similar argument, by or against either of the Signatories in any other proceeding. The terms of this Stipulation may not be used either as an admission or concession of any sort or as evidence in any proceeding except to enforce the terms of this Stipulation. Oral or written statements made during the course of the settlement negotiations may not be used for any purposes other than as necessary to support the Stipulation before the Commission and the entry of an order implementing this Stipulation to the extent necessary. All oral or written statements made during the course of the settlement negotiations are governed by Tex. R. Evid. 408.
3. Stipulation Represents Compromise by the Signatories. The Signatories arrived at this Stipulation through extensive negotiation and compromise. This Stipulation reflects a compromise, settlement, and accommodation among the Signatories, and the

Signatories agree that the terms and conditions herein are interdependent. The Signatories agree that this Stipulation is in the public interest and all actions by the Signatories contemplated or required by this Stipulation are conditioned upon entry by the Commission of either a final order, or withdrawal of the Petition by City, and the execution of a written contract between the Signatories fully consistent with this Stipulation. If the Commission does not accept this Stipulation as presented or enters an order that substantially modifies any term or condition of this Stipulation, the Signatories shall be released from all commitments and obligations and shall have the right to seek hearing on all issues, present evidence, and advance any positions they desire, as if they had not been Signatories. This Stipulation is binding on each of the Signatories only for the purpose of settling the issues as set forth herein and for no other purposes. Because this is a stipulated resolution, the Signatories are not under any obligation to take the same positions as set out in this Stipulation in other proceedings, whether those proceedings present the same or a different set of circumstances, except as may otherwise be explicitly provided in this Stipulation.

4. No Third-Party Beneficiaries. Although this Stipulation represents a settlement among the Signatories with respect to the issues presented in this docket, this Stipulation is merely a settlement proposal. This Stipulation supersedes any prior written or oral agreement in this docket regarding the subject matter of this Stipulation, as well as any stipulation or agreement in any other preceding docket or communication regarding the rates of MVWA. Except as provided in this Stipulation, the final resolution of this docket does not impose any conditions, obligations, or limitations on MVWA to institute a rate change in the future or for the Signatories to file with the Commission an application or petition in the future to obtain rate relief in accordance with the Texas Water Code. Except to the extent that the Stipulation expressly governs either of the Signatories' rights and obligations for future periods, this Stipulation shall not be binding or precedential upon the Signatories outside this docket, and the Signatories retain their rights to pursue relief to which they may be entitled in other proceedings.
5. Execution. The Signatories agree that this Stipulation may be executed in multiple counterparts and filed with facsimile or computer image signatures.

Executed as shown below.

Dated this 3rd day of January 2025.

JACKSON WALKER LLP



Heath Armstrong
State Bar No. 24105048
100 Congress, Suite 1100
Austin, TX 78701
(512) 236-2098
(512) 236-2002 (Fax)
harmstrong@jw.com

**ATTORNEY FOR MEMORIAL
VILLAGES WATER AUTHORITY**

LLOYD, GOSSELINK,
ROCHELLE & TOWNSEND, P.C.



JAMIE MAULDIN
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jmauldin@lglawfirm.com
rwarner@lglawfirm.com

**ATTORNEYS FOR CITY OF
BUNKER HILL VILLAGE**

Exhibit “B”

(RJN Group Metering Evaluation Proposal)



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August 2, 2024

Mr. Trey Cantu
General Manager
Memorial Villages Water Authority
8955 Gaylord Street
Houston, TX 77024

Subject: MVWA Wastewater Flow Monitoring 2024

Dear Mr. Cantu:

RJN Group, Inc. (RJN) appreciates the opportunity to submit this proposal for professional services to perform flow monitoring services to assist the Memorial Villages Water Authority (MVWA) in evaluating the flows from the City of Bunker and at the wastewater treatment plant (WWTP). The project includes the installation of 2 flow meters for a period of 14 days to determine the average dry weather flows.

This project will be invoiced on a Unit Billing and Lump Sum Basis for a total not-to-exceed fee of **\$24,260.00**. The project is expected to be completed within four months. Complete Scope of Services, Pricing, and Schedule are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing

We are looking forward to the opportunity to work with the MVWA on this important project. Please feel free to contact me at 832.814.4552 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Jose D. Maldonado'.

Jose Maldonado, PE
Vice President



EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services to conduct the Wastewater System Analysis for MVWA.

1. Project Administration

- a. Meet with MVWA staff to discuss the progress of the various tasks throughout the project.
- b. Prepare a schedule of work activities that will be maintained throughout the project.
- c. Coordinate with field staff on maintenance and calibrations.

2. Site Selection

- a. *Meter Locations:* RJN has a map of the system and the identified area for the flow meter locations. Rain gauges 2260 and 2265 from the Harris County Flood Warning System will be used for rainfall data (<https://www.harriscountyfws.org/>).
- b. *Site Investigation:* RJN will perform site investigations to determine the viability of the site. Investigations will include an evaluation of the hydraulic conditions, access, safety, and other issues that may affect the data quality or sensor survival. If the location is identified as unsuitable, RJN will investigate up to two alternate sites (upstream or downstream) for consideration. RJN will prepare a Site Investigation Report that will include a general site location map, a sketch of the installation, and the site's physical characteristics including pipe diameter, pipe material, manhole depth, and other attribute information.

3. Equipment and Installation

- a. *Gravity Flow Meters:* Tow flow meters will be installed. Based on the results of site investigations, RJN will select equipment suited for the site to provide accurate and reliable flow data. RJN will use flow meters designed to measure flow in sanitary sewer pipes under free flow and surcharged conditions. The primary depth sensor will be ultrasonic with a resolution to the nearest 0.01 foot. Each site will also have level measurement redundancy using pressure and ultrasonic sensors. The primary velocity sensor will use Doppler technology.
- b. *Wireless Telemetry:* Remote Terminal Units (RTUs) will be provided for the flow monitoring meter to remotely collect the data.
- c. *Flow Monitor Installation:* The sensor will be securely attached to the pipe using metal bands or anchoring hardware designed specifically for that purpose. A typical installation includes a primary ultrasonic depth sensor mounted at the crown of the pipe, a redundant pressure transducer depth sensor mounted in the invert, and a Doppler velocity sensor mounted near the invert. The data logger and sensor cables are firmly secured to the manhole walls or steps.
- d. *Data Recoding Interval:* The flow meter will be synchronized in time to the same clock and will be programmed to collect depth and velocity data at five-minute intervals.

- e. *Initial Depth and Velocity Confirmations:* Upon installation and activation of the flow meter, the Engineer will take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crews will also take manual velocity readings of the flow cross-section (i.e., velocity profile) to derive an average velocity. All measurements, adjustments, and efforts undertaken during site visits will be recorded in the maintenance log.

4. Flow Monitor and Rain Gauge Maintenance

- a. *Flow Monitoring Period:* Flow monitoring will be conducted for a period of 14 days. It is assumed that adequate weather conditions will be observed during the monitoring period to obtain representative dry-weather information.
- b. *Data Review:* RJN will review the flow and rainfall monitoring data at least twice a week. Trained data analysts experienced in processing and analyzing flow and rainfall data will use various analytical tools, such as hydrographs, scatter graphs and flow balancing methods, to verify the accuracy and the precision of the flow data. The analysis of the data includes monitoring performance issues and identifying data gaps and anomalies. Any equipment service needs will be immediately conveyed to the field service crews. The data will be processed and edited by the field confirmations to produce final data sets for each site. All data processing efforts ensure that the raw data is preserved.
- c. *Equipment Operation and Maintenance:* RJN's qualified field crews will visit each monitor and rain gauge installation, as appropriate, to perform necessary maintenance to the equipment. Maintenance will be carried out regularly and includes calibrating recording equipment, downloading recorded data, analyzing data on-site to ensure proper meter function, cleaning the sensor, and replacing any defective equipment.
- d. *Uptime:* An uptime of 90-percent for all temporary meters will be maintained. This includes dry and wet-weather periods. If the uptime is not met by RJN, the monitoring will be extended to capture the meter days missed at no additional costs. However, if sufficient data has been collected, MVWA will be credited for the downtime of the meters. The guaranteed up-time applies to mechanical malfunctions and does not apply to actions beyond the control of RJN, such as vandalism, excessive debris, etc.

5. Equipment Removal

- a. *Notification:* RJN will remove all the temporary flow meters and rain gauges after the 14-day monitoring period.

6. Analysis and Technical Memorandum

- a. A Technical Memorandum will be submitted to the MVWA including summaries of methods used during the data collection; site investigation reports; scatter graphs of depth and velocity; hydrographs including depth, velocity, flow, and rainfall; tabular flow summaries showing daily max, min, average flow, and rainfall data; and final data in Microsoft Excel format. Two copies of the Technical Memorandum will be submitted to MVWA.



EXHIBIT B

PRICING

Pricing Terms for Invoicing: Unit Billing and Lump Sum

Not-To-Exceed Total Cost: \$24,260.00

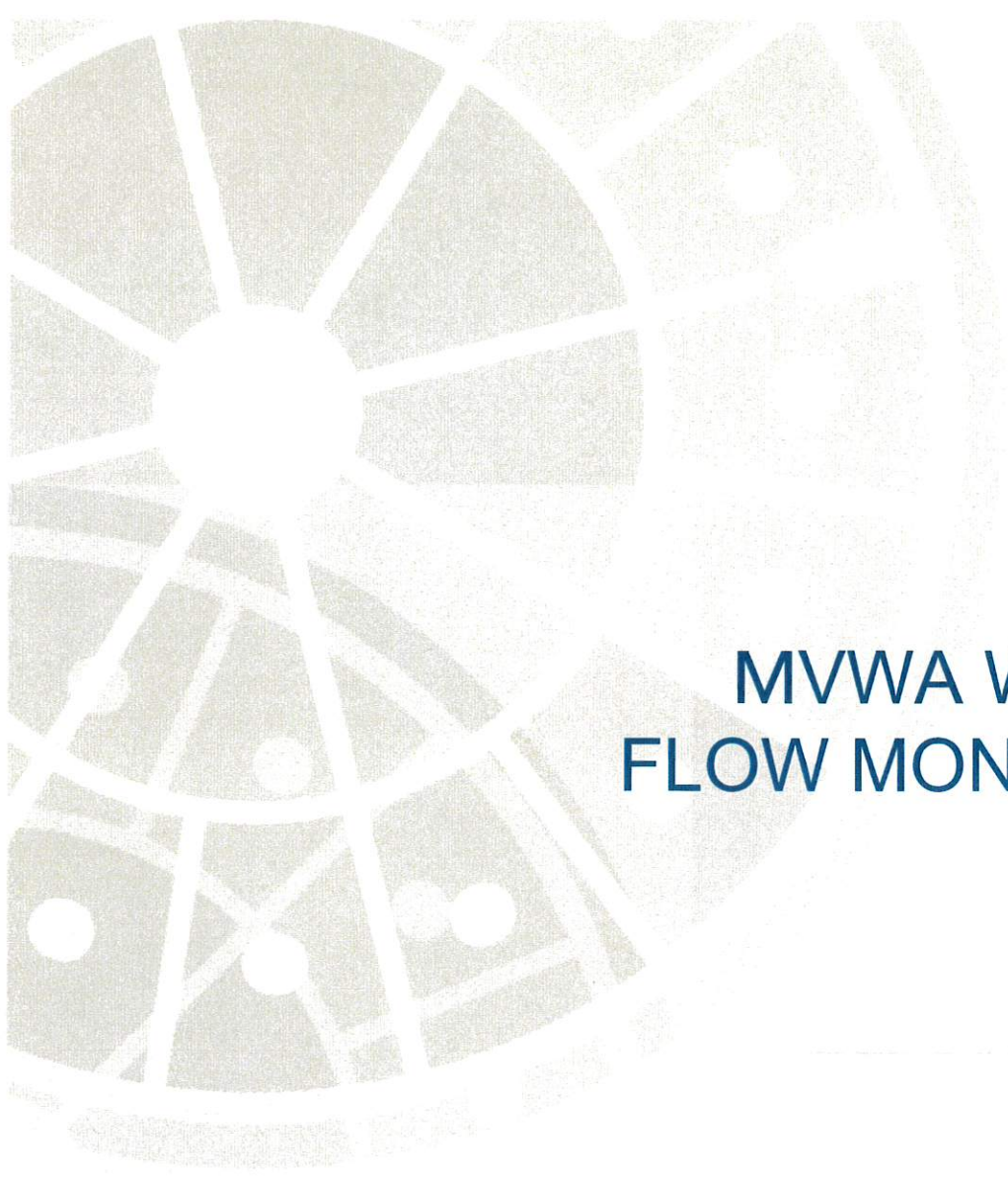
Service	Quantity	Units	Unit Price	Total
Project Administration	1	LS	\$3,500.00	\$3,500.00
Flow Monitoring				
Flow Meter Investigation	1	EA	\$1,200.00	\$2,400.00
Flow Meter Installation	1	EA	\$1,500.00	\$3,000.00
Flow Monitoring Period	14	M-Days	\$120.00	\$1,680.00
Equipment Removal	1	LS	\$1,700.00	\$1,700.00
Analysis and Tech Memo	1	LS	\$9,800.00	\$9,800.00
Total				\$24,260.00

Notes

- Should the metering need to be extended, the daily rate shall apply.

Exhibit “C”

(Final RJN Group Metering Evaluation Report)



JANUARY 2025

MVWA WASTEWATER FLOW MONITORING 2024

PREPARED FOR

Memorial Village Water Authority
City of Bunker Hill Village
Langford Engineering, Inc

PREPARED BY





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www.rjn.com

January 14, 2025

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

Re: MVWA Wastewater Flow Monitoring 2024

Dear Mr. Cantu,

RJN Group, Inc. (RJN) is pleased to submit this draft summary of the results of the flow monitoring services used to assist the Memorial Village Water Authority (MVWA) in evaluating the flows from the City of Bunker Hill Village and at the wastewater treatment plant (WWTP).

It has been a pleasure working with the MVWA to provide field services on this project. Please contact me if you have any questions or require further clarification.

Sincerely,
RJN Group, Inc.

A handwritten signature in blue ink that reads 'Jose D. Maldonado'.



Jose D. Maldonado, P.E.
Project Manager

1/14/25

CC: Gerardo Barrera – City of Bunker Hill Village
John Davis – Langford Engineering

RJN GROUP INC.

Engineering Infrastructure for tomorrow
Texas Professional Engineering Firm No. F-3260
2550 Gray Falls Drive, Suite 203, Houston, TX 77077

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REPORT | **rjn**
group

SUMMARY OF RESULTS

Introduction

In August of 2024, RJN Group, Inc. was retained by Memorial Village Water Authority (MVWA) to perform a temporary flow monitoring study to evaluate the flows from the City of Bunker Hill Village (COBHV) and at the MVWA wastewater treatment plant (WWTP). The same location as used in the evaluation completed in 2023 was used for the COBHV flow. The second meter was placed near the WWTP. COBHV is approximately 25% of the total service area of the MVWA.

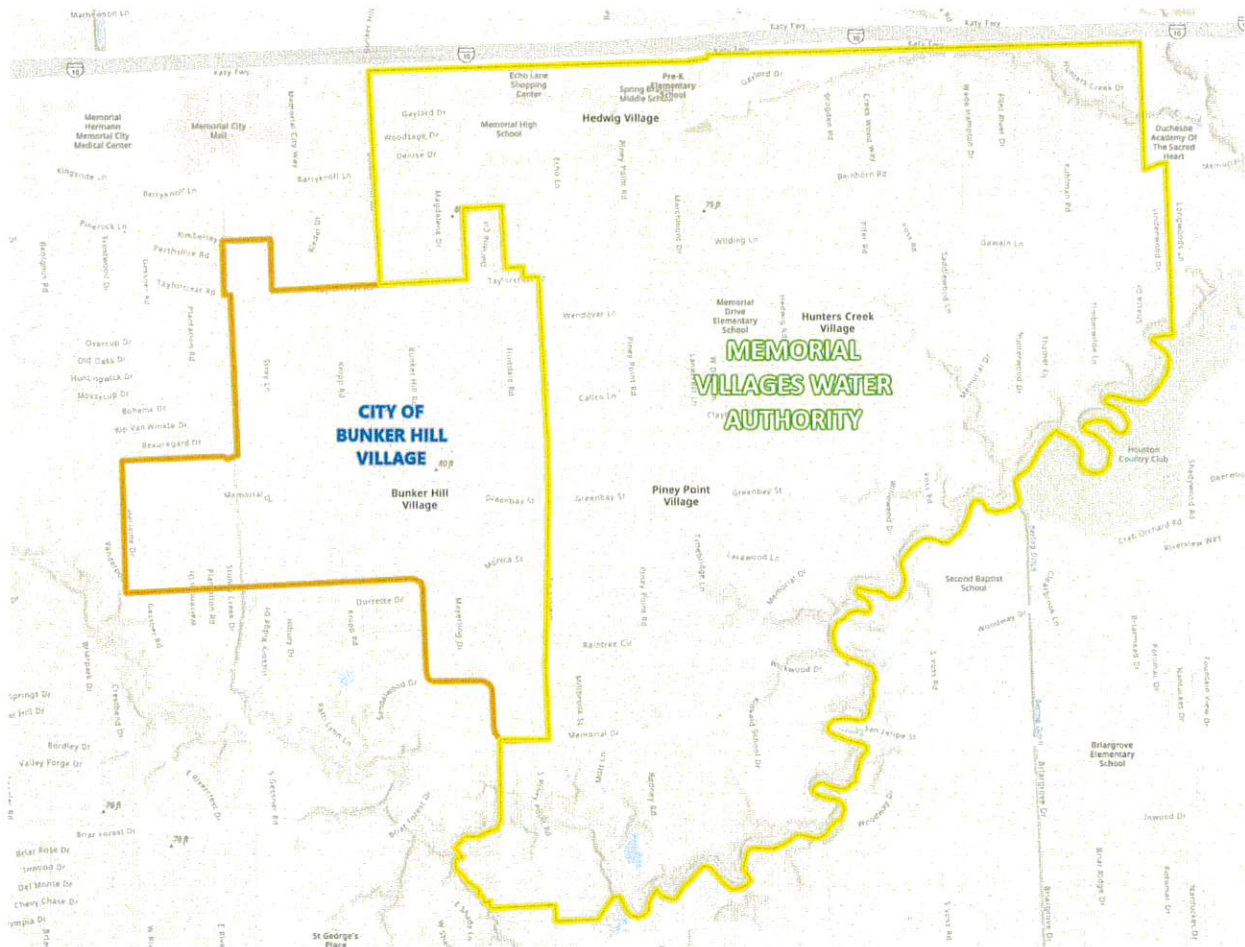


Figure 1 – Memorial Village Water Authority Service Area

Rainfall data from gauge 2265, located at Buffalo Bayou at Pinery Point Road from the Harris County Flood Warning System (<https://www.harriscountyfws.org/>) was used. The initial flow monitoring period was 14 days but based on the removal date, a period was 18 days was captured and used. Exhibit 1, found in Appendix B, depicts the location of the meters and rain gauge, and Table 2-Flow Monitoring Locations, provides a summary of the meters and their locations.

Summary

The data was collected from August 29 to September 15, 2024. This period does include some rain throughout but no significant rain events. Based on a sole peak rain event that occurred on September 5th and the analyzed data found during the temporary flow monitoring study, the following is a summary of the observed dry, wet weather, and total average flow at the two meters.

Generally, the flows from COBHV were approximately 30% of the WWTP flows.

Table 1. Temporary Flow Metering Study Summary

Meter	Dry Weather Flow (gpd)	Wet Weather Peak 1-hr Excess Flow (gpd)	Average Daily Flow (gpd)
BH-L27 (WWTP)	1,582,900	2,299,500	1,671,686
BH-S19A (COBHV)	480,100	1,101,840	500,135

Data Comparisons

Available Flow Data

RJN received flow data for the existing flume located downstream of manhole S-19 (representing the City of Bunker Hill Village) and effluent data from the WWTP for this flow monitoring period. The effluent flows from the WWTP ranged from 1.2 to 2.5 mgd and an average of approximately 1.5 mgd. These averages are fairly consistent with the collected data.

The flows at the flume near BH-S19A ranged from 0.7 to 1.2 mgd and an average of approximately 0.8 mgd based on MVWA meter and readings. These averages varied drastically from the data collected by RJN which had an overall average flow of 0.5 mgd. For reference, the flows collected by MVWA from the flume in 2023 ranged from 0.6 to 0.8 mgd with an average of 0.7 mgd. Please note that the WWTP influent readings were not compared in that study.

Previous Collected Data

As noted, RJN performed a flow study in 2023. The results from the 2023 flow monitoring period were higher than the flows from this 18-day flow monitoring period by approximately 20-25%. A reason for this could be moving silt. Moving silt can decrease data accuracy and make it more difficult to get accurate measurements.

METHODS, ASSUMPTIONS, AND PROCEDURES

Flow monitoring provides essential performance information necessary to identify areas of hydraulic overloading, capacity restrictions, and excessive I/I. A total of 2 temporary flow monitoring devices were installed in the study area and data from 1 Harris County gage was collected. RJN performed the flow monitoring program from August 29, through September 15, 2024, for a total duration of 18 days.

Meter Installation, Maintenance, and Data

To begin a project, a site is selected before installing and maintaining equipment. The following information describes those processes.

Standard Flow Meter Methods

RJN applies many best practices when conducting flow meter projects, ranging from collecting electronic maintenance logs to using consistent analytical terms and methods.

Appendix A, "Standard Flow Meter Methods," documents these best practices in meter data collection and analysis. Readers interested in additional detail or deeper explanation are encouraged to refer to Appendix A for topics including:

-  Equipment
-  Meter Maintenance and Data Management
-  Flow Components
-  Dry-Weather Flow Analysis
-  Rainfall Analysis
-  Wet-Weather Flow Analysis
-  Hydraulic Analysis

Appendix A provides a Glossary, which provides informative definitions of various flow monitoring terms described herein.

Site Investigation and Selection

The first step in site investigation and selection is selecting monitoring locations. RJN crews then go to the selected location to confirm that the location will provide favorable conditions for monitoring flow. Generally, a straight channel is preferred where the flow is free of turbulence or backwater effects. At some locations, where additional options exist, monitoring locations can be moved to an upstream or downstream manhole for optimum flow characteristics. Characteristics considered when selecting manholes can be seen in the sidebar on the following page.

The following information is collected during site inspections:

-  Typical flow velocity and depth
-  Flow path
-  Manhole characteristics
-  Existing pipes in the manhole
-  Pipe sizes
-  Pipe material
-  Atmospheric conditions
-  GPS location
-  Reference photos

Table 2 lists the meter locations by site name and pipe dimensions. The pipe heights and widths are the dimensions measured during the investigation, which account for pipe wall and liner thickness as well as deformation. In some instances, the pipe cross-sectional area differs significantly between the nominal pipe diameter and the measured pipe dimensions. For this reason, flow calculations are always based on the measured dimensions rather than the nominal pipe sizes.

Meter BH-S19A is located one manhole upstream of the existing flume currently used for measuring flow into the Memorial Village Water Authority’s collection system. Meter BH-L27 is located directly upstream of the WWTP.

Please note that both locations did create some challenges for data quality. Both sites had varying silt levels that can change flows. Additionally, the design of the influent lift station at the WWTP uses the upstream pipes for storage volume and, therefore, the pipes stay at a minimum level of approximately 75%, the level where the pumps turn on.

An overall map of the flow meters and rain gauge locations is shown in Exhibit 1. In addition, installation site sheets depicting the physical characteristics of the meter locations are provided in Appendix C.

METER SITE CONSIDERATIONS

- Employee safety
- Flow depth range
- Hydraulics
- Installation constraints
- Maintainability
- Manhole accessibility
- Manhole configuration
- Pipe dimensions
- Sensor survival
- Silt deposition
- Site accessibility
- Site specific concerns
- Surcharging evidence
- Telemetry constraints
- Velocity range

Table 2. Flow Monitoring Location

Meter Site	Site Address	Pipe Height (in)	Pipe Width (in)
BH-L27	12 Farmham Park Dr	37.25	36.12
BH-S19A	10 Bylane Dr	23.50	23

Flow Meter Equipment Information

Two ADS meters were selected as the gravity flow meter to complete the flow monitoring program. ADS Triton+ meters were installed in 2 locations. Site characteristics such as flow depth and pipe size were considered when selecting the appropriate flow meters for the sites. For more information regarding the flow meters, see Appendix A.

Meter Maintenance

Data stored in the meter gets retrieved via telemetry download or manual collections, and meters are inspected to ensure their proper operation. Meter depth and velocity readings were taken before and after the maintenance and cleaning of the probes. The manual depth and velocity measurements were taken, silt deposit depths were recorded, and batteries were changed, if necessary. At least 2 field confirmations were performed on the meter. For information regarding meter maintenance best practices, see Appendix A. A list of the maintenance logs can be found in Appendix C.

Rainfall Monitoring

The rain gauge data was collected from the Harris County Flood Warning System to monitor rainfall during the flow monitoring period. The rain gauge recorded data every five minutes.

The rain gauge did not record any significant rainfall events for a 24-hour period. The largest storm event occurred on September 5, 2024, with an average 60-minute peak of .48 inches. This storm event is below a predicted 1-Year/60-Minute event (1.90 inches).

The rainfall totals for each day of the monitoring period are graphed in Figure 2, and significant rain events that occurred during the flow monitoring period are displayed in Table 3.

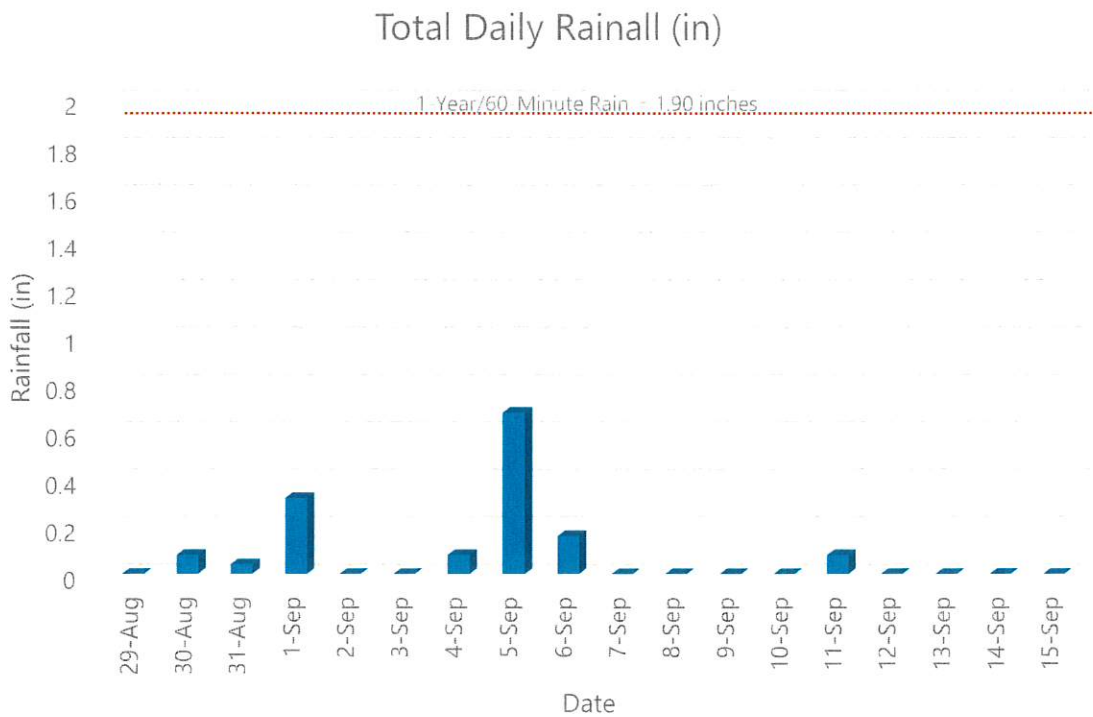


Figure 2 - Total Rainfall Summary

Table 3. Rainfall Summary

Date	Peak Hour Rain (in)	Total Daily Rainfall (in)
30-Aug	-	0.08
31-Aug	-	0.04
1-Sep	-	0.32
4-Sep	-	0.08
5-Sep	0.48	0.68
6-Sep	-	0.16
11-Sep	-	0.08

* Qualifying peak hourly rates must exceed 0.10 in. in a 1-hour period.

DATA ANALYSIS

The following analysis is largely intended to evaluate the flows from the City of Bunker Hill Village at the wastewater treatment plant. Hydrographs for the meters are shown in Appendix D. Final flow and rainfall data in Excel format are included as a digital deliverable in Appendix G. The file also summarizes the daily flow and rain data. Below is the daily flow and rain during the flow monitoring period. An overall average for monitoring is also included.

Table 4. Tabular Daily Summary

Date	BH-27 Daily Flow (gpd)	BH-509A Daily Flow (gpd)	Rain (in)
29-Aug	1,687,648	506,077	0.00
30-Aug	1,698,188	481,778	0.08
31-Aug	1,594,264	422,479	0.04
1-Sep	1,550,181	557,660	0.32
2-Sep	1,541,361	503,385	0.00
3-Sep	1,815,823	507,587	0.00
4-Sep	1,805,038	502,115	0.08
5-Sep	2,084,795	731,458	0.68
6-Sep	2,003,781	541,781	0.16
7-Sep	1,558,358	460,719	0.00
8-Sep	1,502,399	461,976	0.00
9-Sep	1,841,067	486,726	0.00
10-Sep	1,583,153	455,170	0.00
11-Sep	1,593,542	481,233	0.08
12-Sep	1,613,722	499,010	0.00
13-Sep	1,664,174	487,264	0.00
14-Sep	1,478,837	447,944	0.00
15-Sep	1,474,014	468,066	0.00
Average	1,671,686	500,135	0.08

Over the study period, the wastewater flow from COBHV is approximately 30% of the WWTP flow; this is a similar percentage of the COBHV service area, approximately 25% of the MVWA total service area.

Dry-Weather Flow Analysis

Dry-weather flow analysis defines flow components and provides a baseline from which to analyze the response to rain events.

Average Daily Dry-Weather Flow

Flow data collected during dry-weather periods was analyzed to determine the average daily dry-weather flow (ADWF) for the meter basins. The dry-weather flow period used to establish the ADWF is September 11 through September 15, 2024. (5 days).

A summary of ADWF by meter basin is given in Table 4. Cumulative ADWF is all the flow to that meter, whereas discrete ADWF only has the flow added to that meter. An hourly hydrograph and a cumulative average daily dry-weather diurnal curve for the study area are included in Appendix D and Appendix F respectively.

Average Daily Dry-Weather Flow Peaking Factor

Wastewater flow during dry-weather periods will vary during the day in response to water consumption. By examining the diurnal curve for the meter basin, a peaking factor was determined. The peaking factor is the ratio of the peak hourly flow rate and the average daily flow. The peaking factor is shown in Table 5.

Table 5. Dry-Weather Summary

Meter	ADDWF (gpd)	Peak Flow Rate (gpd)	Dry-Weather Flow Peaking Factor
BH-L27	1,582,900	2,131,700	1.3
BH-S19A	480,100	632,800	1.3

Wet-Weather Flow Analysis

A wet-weather flow analysis determines the impact on available capacity and the frequency of the sewer overflows.

Peak Infiltration Analysis

The determination of peak infiltration requires analysis of the flow data obtained during dry-weather or high-groundwater conditions. Care must be exercised in the analysis to exclude days that are too close to rainfall events. This is necessary to avoid including residual inflow (i.e., rainfall-induced infiltration) that may lead to an overestimation of peak infiltration. Generally, periods following significant rainfall, excluding the day immediately following a rain event, are used for determining peak infiltration.

Analysis of the flow data following major rain events indicates infiltration is entering the wastewater collection system. Systems with infiltration problems typically demonstrate a pattern of elevated flow

levels after the rain has passed indicating slow percolation of groundwater into the sewer system through pipe defects.

A regression chart can not be provided for this report since there was only one significant rain event during the monitoring period. A summary of the peak predicted flow rate is given in Table 6. As noted previously, the monitoring period did not capture a 1-year/60-Minute storm event; therefore, the peak excess flow is extrapolated as shown in the regression chart.

Table 6. Wet-Weather Summary

Meter	Wet Weather	
	Peak 1-hr Excess Flow (gpd)	Wet Weather Peaking Factor
BH-L27	2,299,500	2.50
BH-S19A	1,101,840	3.10

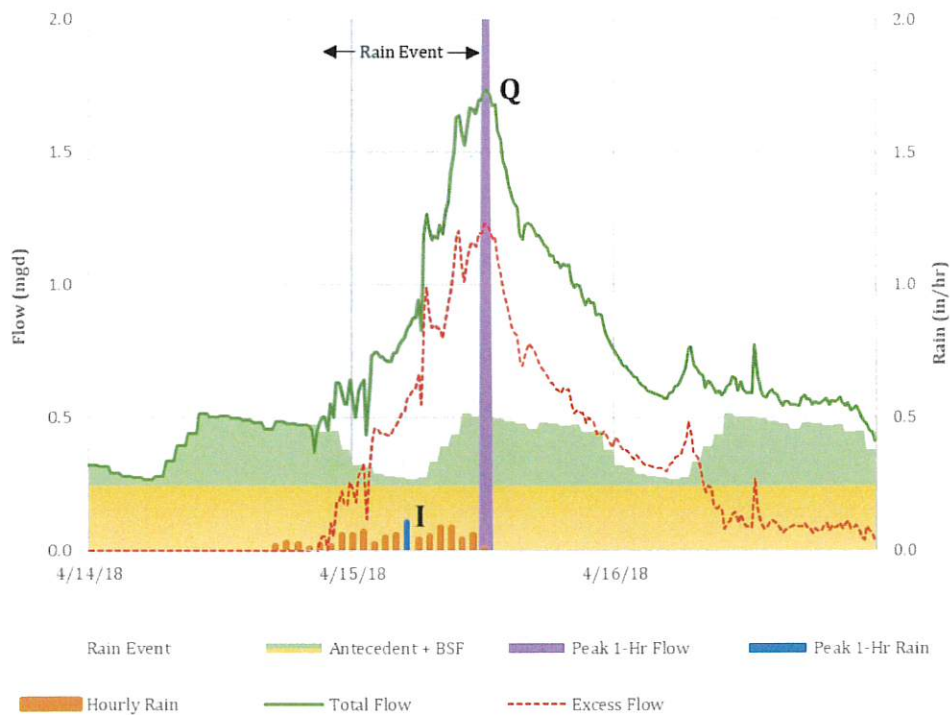


Figure 3 – Typical Peak Excess Flow Hydrograph

APPENDIX A STANDARD FLOW METER METHODS



APPENDIX A - STANDARD FLOW METER METHODS

This appendix provides detailed background and technical information on RJN's standard flow metering methods. The information provided herein focuses on the theory behind the practical application. Some details may vary project to project depending on site-specific setups and the required analysis, and these details have been noted in the report body.

Glossary of Flow Monitoring Terms

Item	Unit	Description
Antecedent Baseline Flow (ABF)	mgd	The flow rate immediately preceding the effects of precipitation for a given storm event, from which the excess flow is measured. Includes dry-weather flow (DWF) and any antecedent infiltration (AI) that may be present.
Antecedent Infiltration (AI)	mgd	Infiltration not present in the characteristic DWF pattern that must be accounted for to align the ABF with the observed (i.e., metered) flow immediately preceding the effects of precipitation for a given event. Typically, the result of variations in GWI among dry-weather periods but may also include lingering rain-induced infiltration from previous storm events.
Average Dry Weather Flow (ADWF)	mgd	Average value of a DWF week.
Base Infiltration (BI)	mgd	See GWI.
Base Sanitary Flow (BSF)	mgd	The portion of wastewater that includes domestic, commercial, institutional, and industrial sewage and specifically excludes infiltration and inflow (U.S. EPA, 2014).
Diurnal Curve	-	A graph representing the dry-weather flow rate expressed as a repeating 24-hour pattern established for both weekday and weekend water usage trends.
Diurnal Peaking Factor	-	A unitless ratio of the peak daily flow to the average dry weather flow established from the diurnal curve.
Downstream Control	-	Hydraulic restriction (e.g., blockage, pump station) that prevents the flow from reaching the Full-Pipe Capacity.
Dry Weather Flow (DWF)	mgd	Flow during a period of extended dry weather (7 to 14 days) and seasonally low groundwater, used to establish the diurnal curve; includes BSF and GWI.
Excess Flow	mgd	Also known as RDII. Flow induced by precipitation and its aftereffects. Excludes BSF and GWI.
Full-Pipe Capacity	-	The maximum capacity of a pipe as predicted by Manning's equation.

Item	Unit	Description
Groundwater Infiltration (GWI)	mgd	The portion of dry-weather flow attributable to infiltration that is not rainfall-derived. Measured as the difference between dry-weather flow and BSF and is assumed constant in the diurnal curve. Alternately referred to as BI in other industry publications.
Hydraulic Analysis	-	The investigation of flow, velocity, and depth in sewers, measured through flow monitoring, to gain an understanding of the performance and existing conditions.
Hydraulic Floor	-	The projected y-intercept of Manning's curve on a scattergraph. May be caused by an accumulation of silt and sediment, an offset joint, a backpitched pipe, or other downstream tailwater conditions. Alternately referred to as "Dead Dog" in other industry publications.
Hydraulic Jump	-	The abrupt rise of water when supercritical flow (i.e., shallow and fast) transitions to subcritical flow (i.e., deeper and slow).
Hydrograph	-	A graph showing flow rate, depth, and/or velocity at a particular site over time.
Hyetograph	-	A graph showing the distribution of rainfall over time.
Infiltration	-	Water other than sanitary wastewater that enters a sewer system from the ground through defective pipes, pipe joints, connections, or manholes. Infiltration does not include inflow (U.S. EPA, 2014).
Inflow	-	Water other than sanitary wastewater that enters a sewer system from sources such as roof leaders, cellar/foundation drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, and catch basins. Inflow does not include infiltration (U.S. EPA, 2014).
Iso-Q Line	-	A line on a scattergraph along which any two points correspond to the same flow rate.
Manning's Curve	-	The depiction of the relationship between depth and velocity as described by the empirical Manning equation. Typically plotted on a Scattergraph. Under typical uniform flow conditions, data shown on the Scattergraph aligns closely with the Manning's curve.
Minimum Daily Flow (MDF)	mgd	The lowest average hourly flow rate on the weekday diurnal curve.
Peak 1-Hour Excess Flow (PHEF)	mgd	The highest one-hour flow rate during wet weather minus the BSF and the infiltration prior to the rain event (U.S. EPA, 2014).
Peak 1-Hour Rainfall	in	The largest one-hour rainfall during a rain event.
Peak Rainfall Intensity	in/hr	The largest rainfall intensity measured over a given time.

Item	Unit	Description
Peaking Factor (PF)	-	The unitless ratio of the peak flow during a wet-weather event to a dry-weather flow benchmark. As a preferred practice, the peak flow should be calculated as the peak hourly flow rate, and the average BSF should be used as the dry-weather benchmark. ADWF may be used in place of average BSF when determination of dry-weather flow constituents is impracticable.
Rain Event	-	A continuous rain defined as the depth of rain distributed in time and occurring over a specific interval.
Rain-Derived Infiltration and Inflow (RDII)	-	Rainwater that finds its way into the sewer after rainfall.
Rainfall Intensity	in/hr	The measure of the total amount of rain that falls over a given time.
Recurrence Interval	month, year	A period that describes the probability that a given rainfall magnitude (e.g., inches) and duration (e.g., minute, hour, or day) will be equaled or exceeded in any given year.
Regression Analysis	-	Process to statistically estimate the relationship between the size of a storm event and the excess flow that will occur.
Scattergraph	-	A graph plotting patterns between depth and velocity at a flow monitor site.
Subcritical Flow	-	Deep and slow flow. Flow with velocity less than critical velocity.
Supercritical Flow	-	Shallow and fast flow. Flow with velocity greater than critical velocity.
Surcharge	in, ft	The condition where the pipe is flowing full, under pressure, and the water level rises over the crown of the pipes in the structure.
Total Flow	mgd	The flow rate as measured by the flow monitor for any given time interval.

Standard Flow Monitoring Methodology

Equipment

Flow meters are typically equipped with an area/velocity probe including a peak velocity sensor and a pressure depth sensor for depth measurement during surcharge. In addition to the pressure depth sensor, the meter measure depth with a crown-mounted, down-looking ultrasonic sensor and/or an invert mounted, up-looking ultrasonic sensor. Multiple depth sensors provide redundancy for more accurate results. Flow is calculated from the five-minute depth and velocity data recorded and transmitted by the meters in conjunction with pipe shape and dimensions.

Rain gauges are used to measure rainfall across a geographical area. RJN uses tipping bucket rain gauges with transmitters. Rainfall data is totaled to the hundredth of an inch every five minutes.

Meter Maintenance and Data Management

Data is logged every five minutes and uploaded nightly via telemetry to RJN's hosted servers. To ensure flow meters and rain gauges properly function, RJN's Data Analysts review all data periodically and issue work orders when that data indicates a potential problem at a site. Field crews are dispatched to resolve issues as needed. Typical maintenance can include changing meter batteries or desiccant, clearing debris from fouled sensors, or repositioning sensors for optimal data collection and replacing meters and sensors recording suspect data.

To verify accurate data, RJN performs manual calibrations throughout the metering period for each meter. Calibrations are performed at meter installation, at the removal of the meters, and periodically during the metering period while scheduled calibrations or maintenance visits occur. For each calibration, flow and depth velocity are measured manually with a ruler and portable velocity meter (PVM), respectively. Manual measurements are compared to instantaneous meter readings at the same time as the manual measurements.

Throughout the metering period, calibrations collected during field activities are applied and missing or suspect data is identified or corrected. The "raw" data is edited to eliminate temporary meter malfunctions or meter dropouts, which can distort data analysis. At the conclusion of the metering period, data is finalized by RJN's Data Analysts.

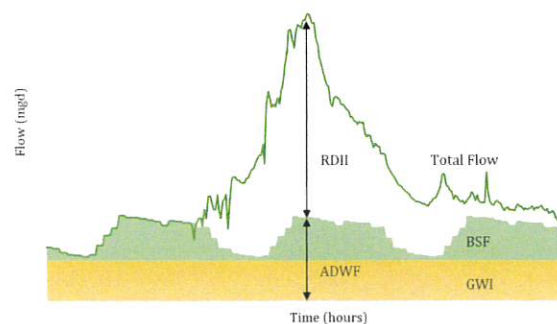
Flow Components

Broadly speaking, flow in sanitary sewers can be broken down into three components:

- Base Sanitary Flow (BSF)
- Groundwater Infiltration (GWI)
- Rain-Derived Infiltration and Inflow (RDII)

Together, BSF and GWI make up dry-weather flow (DWF), which is all the flow that is observed on a dry, low-flow day. The breakdown of these components is shown visually in Figure A-1.

Figure A-1. Flow Components

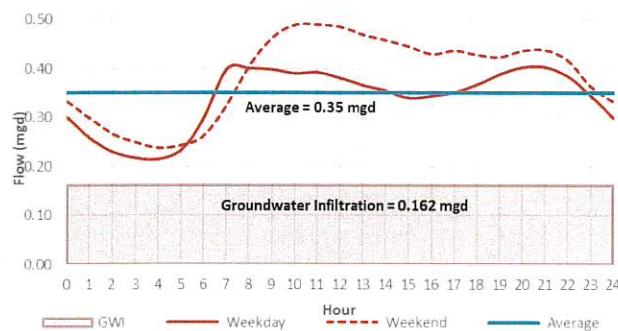


Dry-Weather Flow Analysis

Diurnal curves, or plots showing how dry-weather flow varies throughout the course of a typical dry day, are calculated for each basin. These patterns are useful in understanding water consumption habits and in assessing the presence of dry-weather infiltration within a meter basin. Diurnal curves are calculated by averaging the flow during each hour of the day across several days or weeks, and separate patterns are calculated for weekday and weekend diurnal variations.

Figure A-2 shows the diurnal curve for a typical meter, which follows a residential diurnal flow pattern. In analyzing diurnal patterns, it is assumed that the GWI component is constant throughout the course of the day, and the variation is fully attributable to variations in BSF corresponding to water usage habits. In residential areas, dry-weather flow typically exhibits two peaks, one in the morning between 6 and 9 AM and one in the evening between 6 and 9 PM, with a daytime low during the late afternoon hours. The

Figure A-2. Typical Diurnal Flow



minimum daily flow (MDF) typically occurs between the hours of 3 and 5 AM when water usage is at a minimum. On weekends the diurnal peak typically occurs later in the morning and BSF remains higher throughout the daytime hours. Diurnal flow patterns in basins with large non-residential components can take on many different shapes, depending on the nature of water users.

For basins that exhibit a typical diurnal flow pattern, the split between BSF and GWI can be estimated using the Stevens-Schutzbach Equation (Mitchell, Stevens, & Nazaroff, 2007), an empirically derived formula that estimates GWI using only the observed ADWF and MDF rates as inputs. It operates on the assumption that most residential basins have almost no BSF in the early hours of the morning and accounts for basin size (i.e., larger basins with long travel time may not fully drain overnight). The following is the formula for this calculation:

$$GWI = \frac{0.4 \times MDF}{1 - 0.6 \left(\frac{MDF}{ADWF} \right)^{ADWF^{0.7}}}$$

The BSF is then estimated by subtracting GWI from ADWF.

This method cannot be used in industrial basins with high overnight water consumption. In such cases, water usage data or other methods may be used to estimate GWI.

Rainfall Analysis

Rainfall data for each basin is determined using the Inverse Squared Distance Method. This approach weighs each rain gauge relative to their distance to the geographic centroid of the basin, resulting in a unique hyetograph for each flow meter basin to be used in wet-weather flow analysis. This

approach requires the coordinates of each rain gauge and basin centroid, which is calculated by using GIS software. The following formula is used to interpolate between rain gauges:

$$P_x = \frac{P_1 \times \frac{1}{d_1^2} + P_2 \times \frac{1}{d_2^2} + \dots}{\frac{1}{d_1^2} + \frac{1}{d_2^2} + \dots}$$

Where:

- P_x = Precipitation within the basin
- P_n = Precipitation at rain gauge n
- D_n = Distance from rain gauge n to the basin centroid

In general, peak rainfall totals and recurrence intervals in the report are based on a straight average of available rain gauges and therefore differ slightly from the weighted rainfall intensities unique to each meter basin.

Wet-Weather Flow Analysis

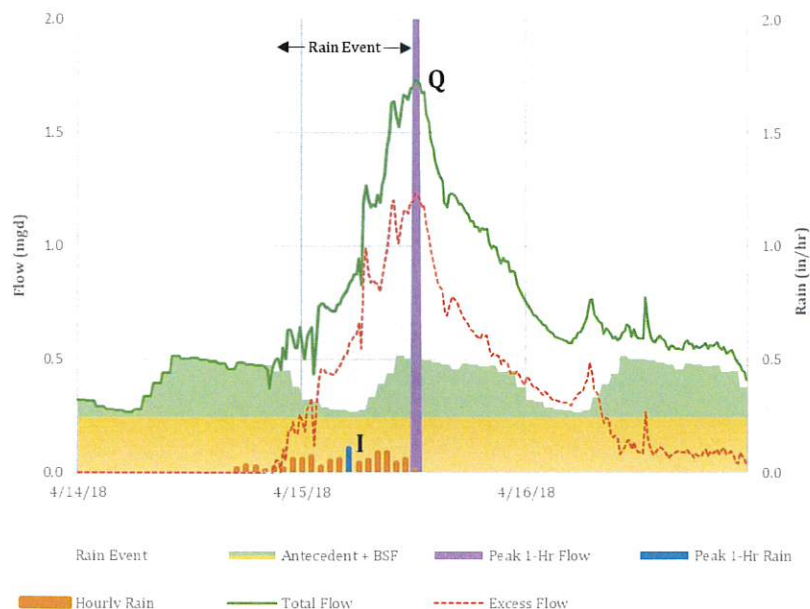
Rain and flow data are analyzed to determine the peak 1-hour excess flow (PHEF) rate resulting from the peak 1-hour rainfall during each of the monitored rain events. The 1-hour event is considered the critical duration where sustained peaks can most often lead to overflows and backups in an average-sized sewer basin.

In order to isolate the effects of the peak rainfall on peak flows for a given rain event, the dry-weather flow and any lingering infiltration from antecedent rains is subtracted from the total flow resulting in a hydrograph of excess flow for the rain event.

Figure A-3. Typical Peak Excess Flow Hydrograph

From this excess flow hydrograph, the highest hourly average flow rate is designated as the PHEF.

Figure A-3 illustrates this calculation for a typical hydrograph. In the figure, the total flow (green line) is separated into BSF (light green shading), antecedent infiltration (yellow shading), and excess flow (red line) components. The PHEF (purple bar) is labeled Q . The peak 1-hour rain (dark blue bar) is labeled I .



After data is collected on several, the PHEF (Q) versus peak rainfall intensity (I) data points are plotted and used to calculate a regression line. Typically, only rainfall events with a peak hourly intensity in excess of 0.1 inches are used to calculate the regression function.

The regression function is the form of $Q = k \times I^n$, where k and n are fitted parameters. When the function is plotted on a log-log axes, it appears as a linear line. The regression function is then extrapolated to predict the amount of excess flow that would result from design events of known recurrence intervals.

Generally, storm events that result in downstream control (explained further in the Hydraulic Analysis section of this report) are not suitable for use in regression analysis. In such events, hydraulic conditions prevent the full peak tributary flow from being measured, thus underestimating the peak RDII response within the tributary basin and distorting the predictive relationship between rainfall and RDII. In other instances, downstream conditions may cause minor downstream control but do not meaningfully dampen or limit the peak flow rate, and such events are generally included in the regression analysis.

An example of a regression analysis is shown in Figure A-4.

Peaking factors (PFs) are the ratio of the PHEF to the BSF plus one:

$$PF = \frac{PHEF}{BSF} + 1$$

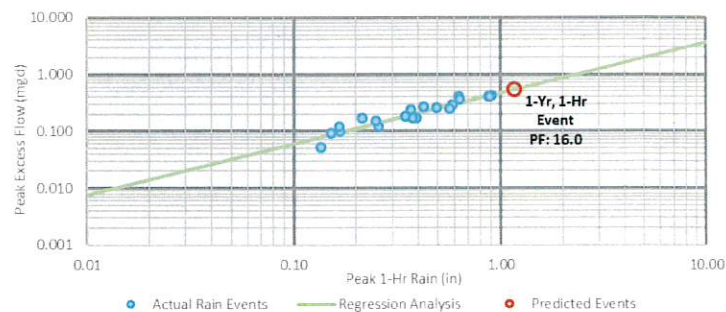
Peak infiltration requires analysis of flow data obtained during dry-weather—high-groundwater conditions. Periods following significant rainfall, excluding the day immediately following a rain event, are used for determining peak infiltration.

Average dry-weather—high-groundwater flow is determined using hourly flows during high-groundwater periods. Average peak infiltration is determined by subtracting the average dry-weather—low-groundwater flow from the average dry-weather—high-groundwater flow. Peak unit infiltration rate is a method of expressing the magnitude of peak infiltration relative to other basins using inch-diameter-mile (idm). To determine the rate, the total idm of pipe are calculated for each pipe size in their respective basin. The peak infiltration is then divided by the total idm; hence, expressed in gallons per day per inch-diameter-mile (gpd/idm). Excessive infiltration occurs when the basin peak unit infiltration rate is greater than 5,000 gpd/idm.

Hydraulic Analysis

Scattergraphs are a tool for understanding the hydraulics of each flow meter site. On a scattergraph, the flow velocity is plotted versus the flow depth for each collected data point, creating a visualization of how the depth and velocity vary with one another. Points above the pipe crown depth indicate periods when the meter site was surcharged, and a clustering of points at or near the

Figure A-4. Typical Regression Analysis



structure rim indicate a probable overflow at the meter site or nearby structure. The scattergraph can be used to determine the full-pipe capacity of the sewer at the meter location and observe when that capacity is altered by hydraulic conditions upstream or downstream.

A Manning's curve showing the predicted relationship between depth and velocity is plotted on the scattergraph. Points that significantly deviate from this curve may indicate any of the following:

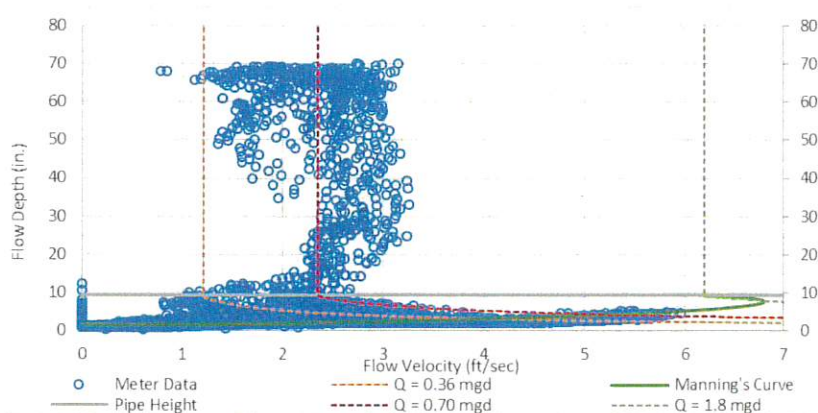
- **Downstream Control** – Shows as points deviating above and to the left of the Manning's curve. Downstream control is any condition downstream of the metering point that restricts flow from reaching the full-pipe capacity. It is typically caused by a bottleneck in the system, such as blockage, downstream pump station, undersized pipe, or downstream sewers that are overtaxed by excess flow.
- **Supercritical Flow** – Shows as points deviating below and to the right of the Manning's curve.
- **Secondary Downstream Outlet** – Shows as points veering to the right of the Manning's curve and plateauing at a specific depth.
- **Hydraulic Jump** – Shows as the point cluster having a visible "kink" causing the points to trace parallel to, rather than fit to, a Manning's curve.

In addition, the Manning's curve sometimes intercepts the y-axis above zero, such that the depth would be greater than zero even if there is no flow in the pipe. This is referred to as a hydraulic floor (known in some literature as a "dead dog") and it can be caused not only by sediment at the meter location but also by a downstream obstruction, such as debris, an offset pipe joint, a backpitched pipe, or another downstream tailwater condition. The hydraulic floor can be visualized as the depth of a puddle that would remain at the bottom of the pipe if flow were completely stopped upstream of the meter.

Iso-Q lines, so called because two points anywhere along an Iso-Q line will represent the same flow (Q) through the pipe, may also be plotted on the graph. A clustering of points along these lines will appear as a plateau in the flow rate when viewed on a hydrograph and is indicative of a system characteristic that tends to restrict flows to that specific flow limit. This may be observed during a single event or recurring over multiple events.

The scattergraph shown in Figure A-5 is an example of a meter site experiencing severe downstream control and a sanitary sewer overflow (SSO) during a wet-weather event.

Figure A-5. Scattergraph Example



References

- Mitchell, P. S., Stevens, P. L., & Nazaroff, A. J. (2007). *Quantifying Base Infiltration in Sewers: A Comparison of Methods and a Simple Empirical Solution*.
- U.S. EPA. (2014, June). *Guide for Estimating Infiltration and Inflow*. Retrieved from EPA:
<https://www3.epa.gov/region1/sso/pdfs/Guide4EstimatingInfiltrationInflow.pdf>

APPENDIX B
EXHIBIT





BHL

Farnham Park Dr

The Kinkaid School

San Felipe St

Flag Tree Pocket Park

E Stillforest St

W Stillforest St

Radney Rd

Piney Point Rd

Carol Tree Pocket Park

Way Mnr

Mott Ln

Mott Ln

Heritage Oaks Ln

Millbrook St

Memorial Dr

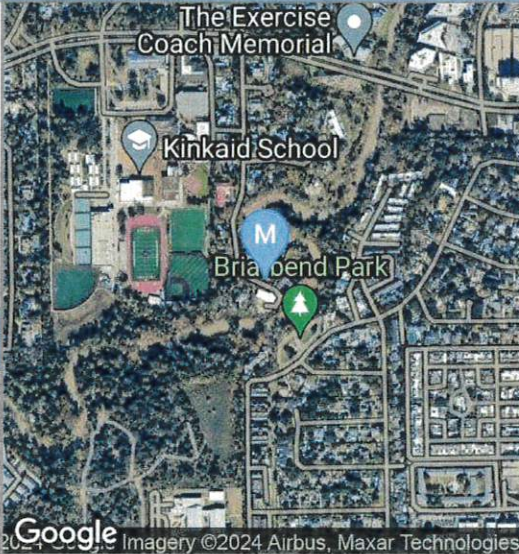
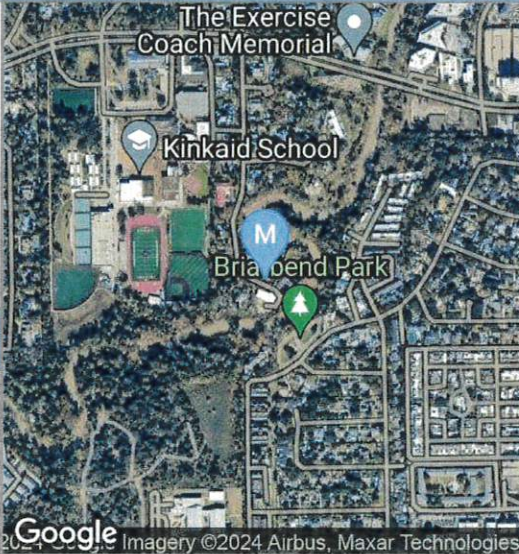
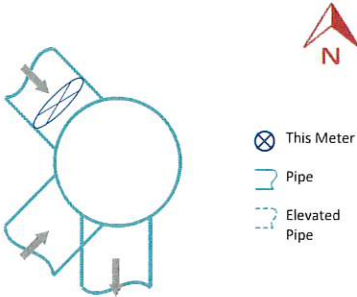
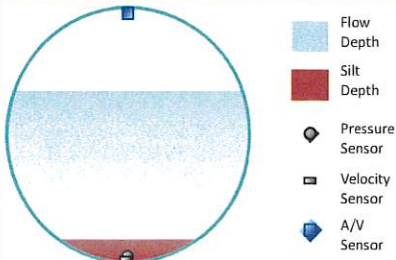
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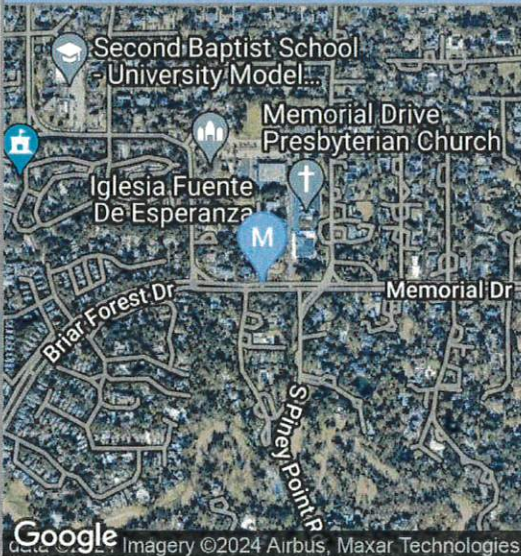
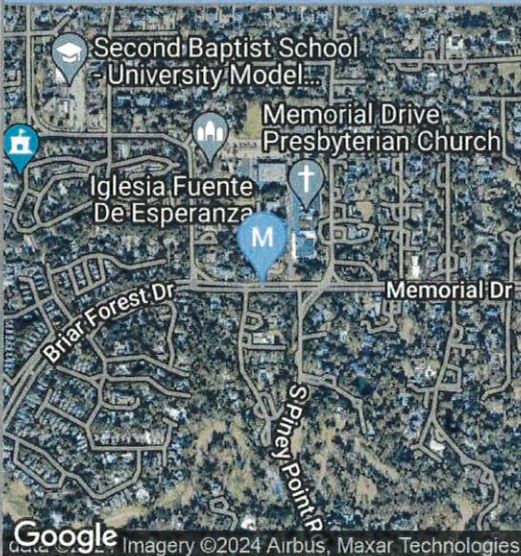
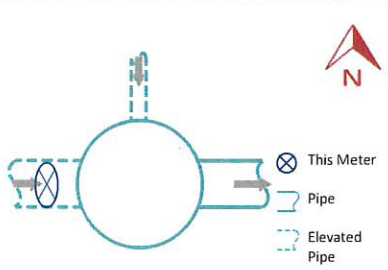
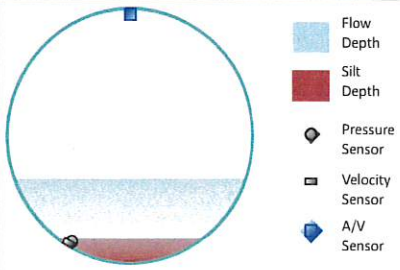
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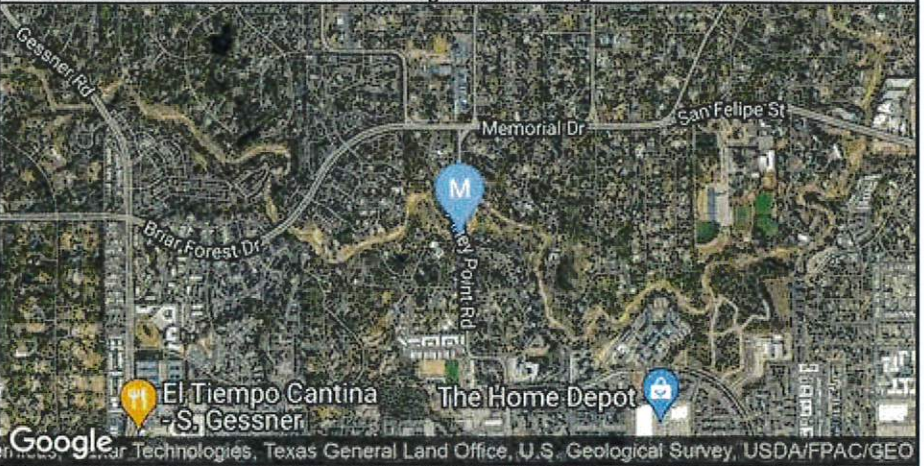
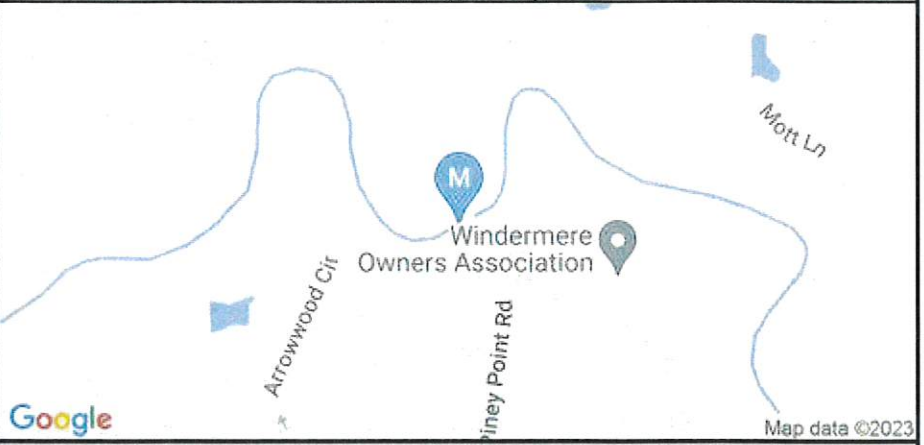
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APPENDIX C SITE INFORMATION



		Memorial Village Water Authority MVWA 2024 Flow Monitoring		Site Name BH-L27	
Inspected By fmirole3		Project No. 34-4180-00		Site Code	
Inspected Date/Time 8/28/2024 10:42 AM					
System Information Target Pipe Dia. (in) Municipality District Assigned Rain Gauge Client Manhole # U/S Connecting MH I.D. System Characteristics: Residential - ☐ Commercial - ☐ Industrial - ☐ P/S Influence WWTP Influence		Area Location Map 		Area View Picture 	
Location Information Site Address Site Access Longitude Latitude MH Type Manhole Depth (ft) Manhole Width (ft) Elevated MH Height Elevated (ft) Structural Integrity				Top View Picture 	
		Access Notes Inside treatment plant. Gate code is 5555.			
Site Information Pipe Height (in) Pipe Width (in) Pipe Type Pipe Shape O2 H2S		Investigation Photo 		Installation Photo 	
Hydraulic Information Flow Depth (in) Instant Velocity (fps) Surge Evidence (ft) Silt Type Silt Depth (in) Needs Cleaning Backwater Flow Path Drop Inlet Hydraulic Rating		Hydraulic Characteristics		Installation Notes	
Installation Notes Location in Pipe (ft) Location from Manhole Sensors Antenna Surface Signal Strength		Install Plan Sketch 		Install Cross-Section Sketch 	
Post Installation Notes		Approvals			
Meter Type Telemetry Type Installation Date		Recommended by FSP		Client Approval	

		Memorial Village Water Authority MVWA 2024 Flow Monitoring		Site Name BH-S19A	
Inspected By fmiroles3		Project No. 34-4180-00		Site Code T	
Inspected Date/Time 8/28/2024 2:52 PM					
System Information		Area Location Map		Area View Picture	
Target Pipe Dia. (in) Municipality District Assigned Rain Gauge Client Manhole # U/S Connecting MH I.D System Characteristics: Residential - ☐ Commercial - ☐ Industrial - ☐ P/S Influence WWTP Influence					
Location Information				Top View Picture	
Site Address Site Access Longitude Latitude MH Type Manhole Depth (ft) Manhole Width (ft) Elevated MH Height Elevated (ft) Structural Integrity					
Site Address Site Access Longitude Latitude MH Type Manhole Depth (ft) Manhole Width (ft) Elevated MH Height Elevated (ft) Structural Integrity		Access Notes Setup traffic cones			
Site Information		Investigation Photo		Installation Photo	
Pipe Height (in) Pipe Width (in) Pipe Type Pipe Shape O2 H2S LEL % CO					
Hydraulic Information		Hydraulic Characteristics		Installation Notes	
Flow Depth (in) Instant Velocity (fps) Surge Evidence (ft) Silt Type Silt Depth (in) Needs Cleaning Backwater Flow Path Drop Inlet Hydraulic Rating		Install Plan Sketch		Install Cross-Section Sketch	
Location in Pipe (ft) Location from Manhole Sensors Antenna Surface Signal Strength					
Post Installation Notes		Approvals		Pressure Clock Position: 7:00 Velocity Clock Position: 7:00	
Meter Type Telemetry Type Installation Date		Recommended by FSP		Client Approval	

		Memorial Village Water Authority MVWA 2024 Flow Monitoring		RG Site Name RG2265			
Project		Project No.		Inspection Date/Time			
MVWA 2024 Flow Monitoring		34-4180-00		7/6/2023 9:21 AM			
				Inspected By			
		Harris County FWS		Facility Name			
				Buffalo Bayou at Piney Point Rd			
Site Address:		https://www.harriscountyfws.org/					
Latitude / Longitude		29.74690000		-95.52350000			
Contact Info		Location Diagram of Rain Gauge					
Name		Gauge 2265					
Title		Harris County Flood Control District					
Phone #							
Tipping Bucket Serial #							
Logger Serial #							
Rain Gauge Manufacturer							
Recommended for Installation						☒	
Installation Instructions							
Building Photo		Area Location Map					
							
Ladder Location Photo		Installation Photo					
							

Maintenance Log

Site ID: **BH-L27**

Site Address: **12 Farnham Park Dr**

Manhole ID: **L-28**

Pipe Size: **36.12"W X 37.25"H**

Project: **34-4180-00: Memorial Village Water Authority, MVWA 2024 Flow Monitoring**

Meter Installation

Date: 8/28/24		Crew: F. Mireles; V. Escamilla		Entrant: V. Escamilla		Monitor: 9:48		Computer: 9:48	
Service	Adjust Band:	No	Type:	ADS	Monitor	Voltage:	11.80	Current Item	New Item
	Collect Data:	Yes	Set Time:	No		Swap:			
Settings	Scrub Probe:	No	Adjust Level:	No	Battery			Equipment	13900 - ADS - CS9 0-10psi
	Swap Desiccant:		P Out of Flow:	No					
Site Param.	Sensor Positions				Telemetry				Comments
	Pressure	Current O/S	New O/S	4.25	IP Address:	10.133.20.119			
	Ultrasonic			14.50	Signal Strength:				
	P Clock:	6.00	V Clock:	6.00	Telemetry Type:				
					Telemetry Model:				
Field Confirmations									
PVM S/N: 1019									
	Time	Manual D (in.)	Pressure D (in.)	Ultra D (in.)	Up Ultra D (in.)	Manual V (fps)	Subm. V (fps)	Surface V (fps)	Silt (in.)
Profile									
Start	11:19	23.62	23.82		23.72	0.86	0.90		3.50
End	11:26	23.68	23.79		23.91	0.77	0.90		3.50

Service

Date: 9/3/24		Crew: F. Mireles; V. Escamilla		Entrant: V. Escamilla		Monitor: 8:32		Computer: 8:32	
Service	Adjust Band:	No	Type:	ADS	Monitor	Voltage:	11.50	Current Item	New Item
	Collect Data:	Yes	Set Time:	No		Swap:	No		
Settings	Scrub Probe:	Yes	Adjust Level:	No	Battery			Equipment	13900 - ADS - CS9 0-10psi
	Swap Desiccant:	No	P Out of Flow:	No					
Site Param.	Sensor Positions				Comments				
	Pressure	Current O/S	New O/S	4.25	Scrubbed sensor and performed confirmation. Sensor had debris.				
	Ultrasonic			14.50	--Issue: Connectivity - Has not called in for extended period- since 8/29				
					...Resolved;				
Field Confirmations									
PVM S/N: 1019									
	Time	Manual D (in.)	Pressure D (in.)	Ultra D (in.)	Up Ultra D (in.)	Manual V (fps)	Subm. V (fps)	Surface V (fps)	Silt (in.)
Profile									
Start	7:58	24.00	23.93		51.02	0.38	0.48		3.50
End	8:05	24.94	24.41		17.66	0.37	0.39		3.50

Maintenance Log

Site ID: **BH-L27**

Site Address: **12 Farnham Park Dr**

Manhole ID: **L-28**

Pipe Size: **36.12"W X 37.25"H**

Project: **34-4180-00: Memorial Village Water Authority, MVWA 2024 Flow Monitoring**

Service

Date: **9/9/24** Crew: **F. Mireles** Entrant: **T. Castelan** Monitor: **10:39** Computer: **10:44**

Service	Adjust Band: No	Type: ADS	Settings	Monitor	Equipment	Current Item	New Item
	Collect Data: Yes	Set Time: No		Voltage: 11.30			
Site Param.	Scrub Probe: No	Adjust Level: No	Battery	Swap: No			
	Swap Desiccant: Yes	P Out of Flow: No					
Site Param.		Activate: No	Comments				
		Modify LIF: No					
Site Param.		MLI Auto-P Cal: Off	Comments				

Field Confirmations										PVM S/N: 1019				
	Time	Manual D (in.)	Pressure D (in.)	Ultra D (in.)	Up Ultra D (in.)	Manual V (fps)	Subm. V (fps)	Surface V (fps)	Silt (in.)	Profile	L	C	R	
Start	10:16	25.00	20.20		24.06	0.87	0.77		1.50		80%	0.81	0.73	0.62
											60%	0.87	0.82	0.55
End	10:23	24.94	24.78		23.69	0.90	0.81		1.50		20%	0.79	0.59	0.45

Meter Removal

Date: **9/16/24** Crew: **F. Mireles** Entrant: **F. Mireles** Monitor: **9:16** Computer: **9:16**

Service	Adjust Band: No	Type: ADS	Settings	Monitor	Equipment	Current Item	New Item
	Collect Data: Yes	Set Time: No		Voltage: 11.20			
Site Param.	Scrub Probe: No	Adjust Level: No	Battery	Swap: No			
	Swap Desiccant: No	P Out of Flow: No					
Site Param.		Activate: No	Comments				
		Modify LIF: No					
Site Param.		MLI Auto-P Cal: Off	Comments				

Field Confirmations										PVM S/N: 1019				
	Time	Manual D (in.)	Pressure D (in.)	Ultra D (in.)	Up Ultra D (in.)	Manual V (fps)	Subm. V (fps)	Surface V (fps)	Silt (in.)	Profile	L	C	R	
Start	8:24	22.50	23.11		50.50	0.90	0.92		0.00		80%	0.90	0.82	0.63
											60%	0.66	0.84	0.69
End	8:30	22.56	23.67		50.50	0.51	0.46		0.00		20%	0.83	0.79	0.55

Maintenance Log

Site ID: **BH-S19A**

Site Address: **10 Bylane Dr**

Manhole ID: **S19A**

Pipe Size: **23.00"W X 23.50"H**

Project: **34-4180-00: Memorial Village Water Authority, MVWA 2024 Flow Monitoring**

Meter Installation

Date: 8/28/24		Crew: F. Mireles; V. Escamilla		Entrant: V. Escamilla		Monitor: 14:05		Computer: 14:05																																																											
Service	Adjust Band:	No	Type:	ADS	Monitor	Voltage:	12.00	Equipment	Current Item 64061 - ADS - Triton+ 11494 - ADS - CS9 0-10psi																																																										
	Collect Data:	Yes	Set Time:	No		Swap:																																																													
Settings	Scrub Probe:		Adjust Level:	No	Battery																																																														
	Swap Desiccant:		P Out of Flow:	No																																																															
Site Param.						Comments																																																													
	Sensor Positions <table border="1"> <thead> <tr> <th></th> <th>Current O/S</th> <th>New O/S</th> </tr> </thead> <tbody> <tr> <td>Pressure</td> <td></td> <td>5.70</td> </tr> <tr> <td>Ultrasonic</td> <td></td> <td>6.65</td> </tr> <tr> <td>P Clock: 7.00</td> <td></td> <td>V Clock: 7.00</td> </tr> </tbody> </table>							Current O/S	New O/S	Pressure		5.70	Ultrasonic		6.65	P Clock: 7.00		V Clock: 7.00	Site investigated --Issue: Investigate Site ...Resolved; --Issue: Installation needed. ...Resolved;																																																
	Current O/S	New O/S																																																																	
Pressure		5.70																																																																	
Ultrasonic		6.65																																																																	
P Clock: 7.00		V Clock: 7.00																																																																	
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										PVM S/N: 1019																																																									
	Time	Manual D (in.)	Pressure D (in.)	Ultra D (in.)	Up Ultra D (in.)	Manual V (fps)	Subm. V (fps)	Surface V (fps)	Silt (in.)	Profile	80%	L	C	R																																																					
Start	13:26	7.75	7.74		7.79	0.73	1.08		2.18		60%																																																								
End	13:33	7.62	7.62		7.79	0.87	1.08		2.18		20%	0.50			0.64																																																				

Service

Date: 9/3/24		Crew: F. Mireles; V. Escamilla		Entrant: V. Escamilla		Monitor: 9:31		Computer: 9:31																																																											
Service	Adjust Band:	No	Type:	ADS	Monitor	Voltage:	11.70	Equipment	Current Item 64061 - ADS - Triton+ 11494 - ADS - CS9 0-10psi																																																										
	Collect Data:	Yes	Set Time:	No		Swap:	No																																																												
Settings	Scrub Probe:	Yes	Adjust Level:	No	Battery																																																														
	Swap Desiccant:	No	P Out of Flow:	No																																																															
Site Param.						Comments																																																													
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	Current O/S	New O/S																																																																	
Pressure	5.70																																																																		
Ultrasonic	6.65																																																																		
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										PVM S/N: 1019																																																									
	Time	Manual D (in.)	Pressure D (in.)	Ultra D (in.)	Up Ultra D (in.)	Manual V (fps)	Subm. V (fps)	Surface V (fps)	Silt (in.)	Profile	80%	L	C	R																																																					
Start	8:37	7.88	7.90		7.78	0.99	0.95		2.50		60%																																																								
End	8:43	7.75	7.89		7.78	1.00	1.01		2.50		20%	0.69			0.74																																																				

Site Address: 10 Bylane Dr

Manhole ID: S19A

Pipe Size: 23.00"W X 23.50"H

Project: 34-4180-00: Memorial Village Water Authority, MVWA 2024 Flow Monitoring

Service

Date: 9/9/24 Crew: F. Mireles Entrant: T. Castelan

Monitor: 11:56 Computer: 11:56

Service	Adjust Band:	No	Type:	ADS	Monitor	Voltage:	11.40	Equipment	<u>Current Item</u>	<u>New Item</u>
	Collect Data:	Yes	Set Time:	No		Swap:	No		64061 - ADS - Triton+	11494 - ADS - CS9 0-10psi
Settings	Scrub Probe:	No	Adjust Level:	No	Battery					
	Swap Desiccant:	No	P Out of Flow:	No		Activate:	Yes			
			Modify LIF:	Yes						
			MLI Auto-P Cal:	Off						
Site Param.	<u>Sensor Positions</u>									
		<u>Current O/S</u>	<u>New O/S</u>							
	Pressure	5.70								
	Ultrasonic	6.65								
	Comments									Performed confirmation --Issue: Confirmation needed. ...Resolved;

Field Confirmations

PVM S/N: 1019

	Time	Manual D (in.)	Pressure D (in.)	Ultra D (in.)	Up Ultra D (in.)	Manual V (fps)	Subm. V (fps)	Surface V (fps)	Silt (in.)	Profile	L	C	R	
											80%	1.07		0.92
Start	11:04	7.00	7.72		7.79	1.07	0.99		3.50		60%			
End	11:12	7.18	7.13		7.79	0.99	0.93		3.50		20%	0.98		0.84

Meter Removal

Date: 9/16/24 **Crew:** F. Mireles **Entrant:** F. Mireles

Monitor: 10:11 Computer: 10:11

Service		Settings		Battery		Equipment	
Adjust Band: No Collect Data: Yes Scrub Probe: Swap Desiccant:		Type: ADS Set Time: No Adjust Level: P Out of Flow: Activate: Modify LIF: MLI Auto-P Cal: Off		<u>Monitor</u> Voltage: 11.30 Swap: No		<u>Current Item</u> <u>New Item</u>	
<u>Sensor Positions</u> Pressure <u>Current O/S</u> <u>New O/S</u> Ultrasonic 5.70 6.65						<u>Comments</u>	

Field Confirmations

PVM S/N: 1019

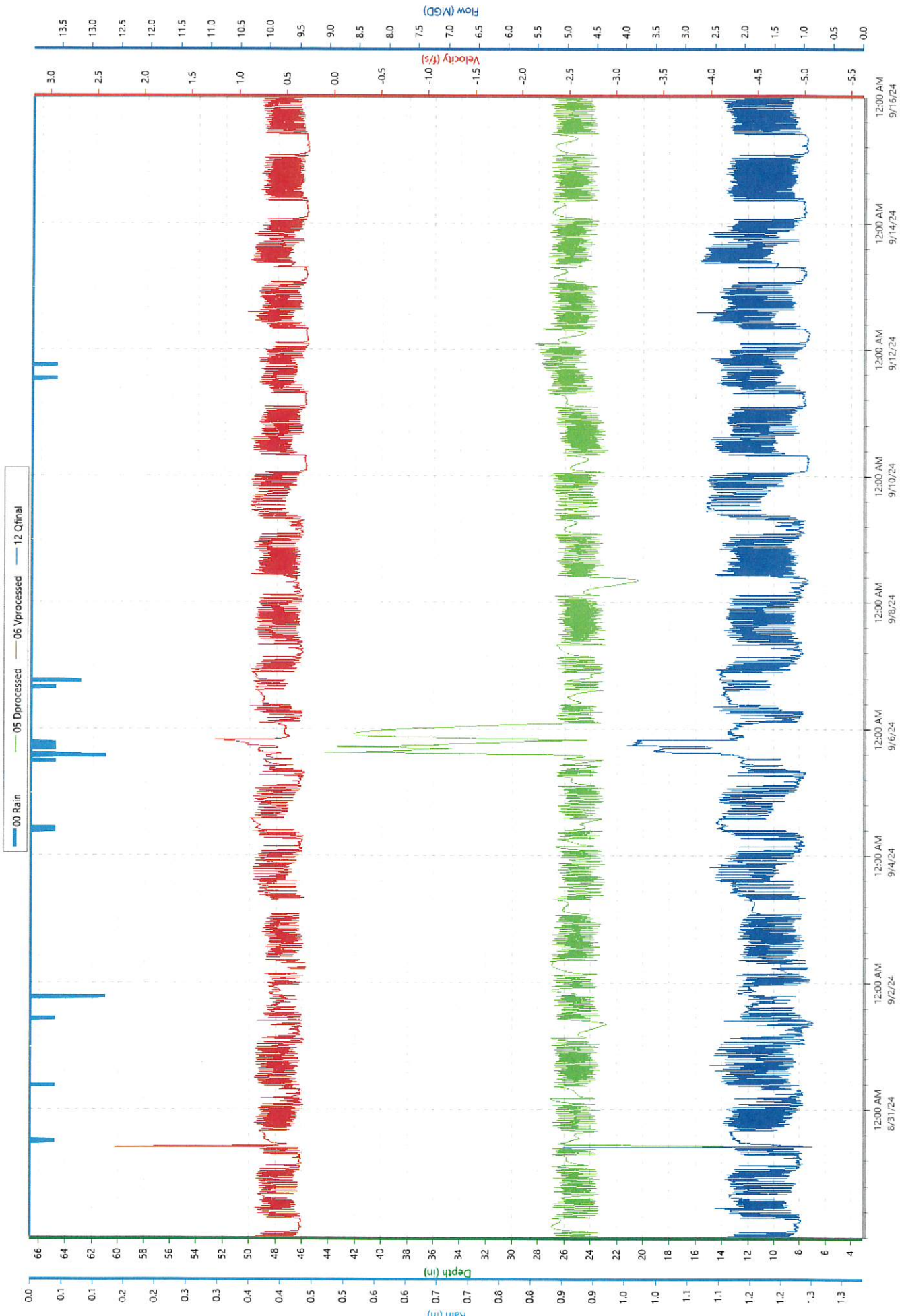
	Time	Manual D (in.)	Pressure D (in.)	Ultra D (in.)	Up Ultra D (in.)	Manual V (fps)	Subm. V (fps)	Surface V (fps)	Silt (in.)	Profile	L	C	R	
											80%			
Start	9:19	7.38	7.80		9.69	1.03	0.76		1.75		60%	1.09		0.95
End	9:25	7.38	7.80		9.65	1.06	0.97		1.75		20%	0.93		0.80

APPENDIX D HYDROGRAPHS



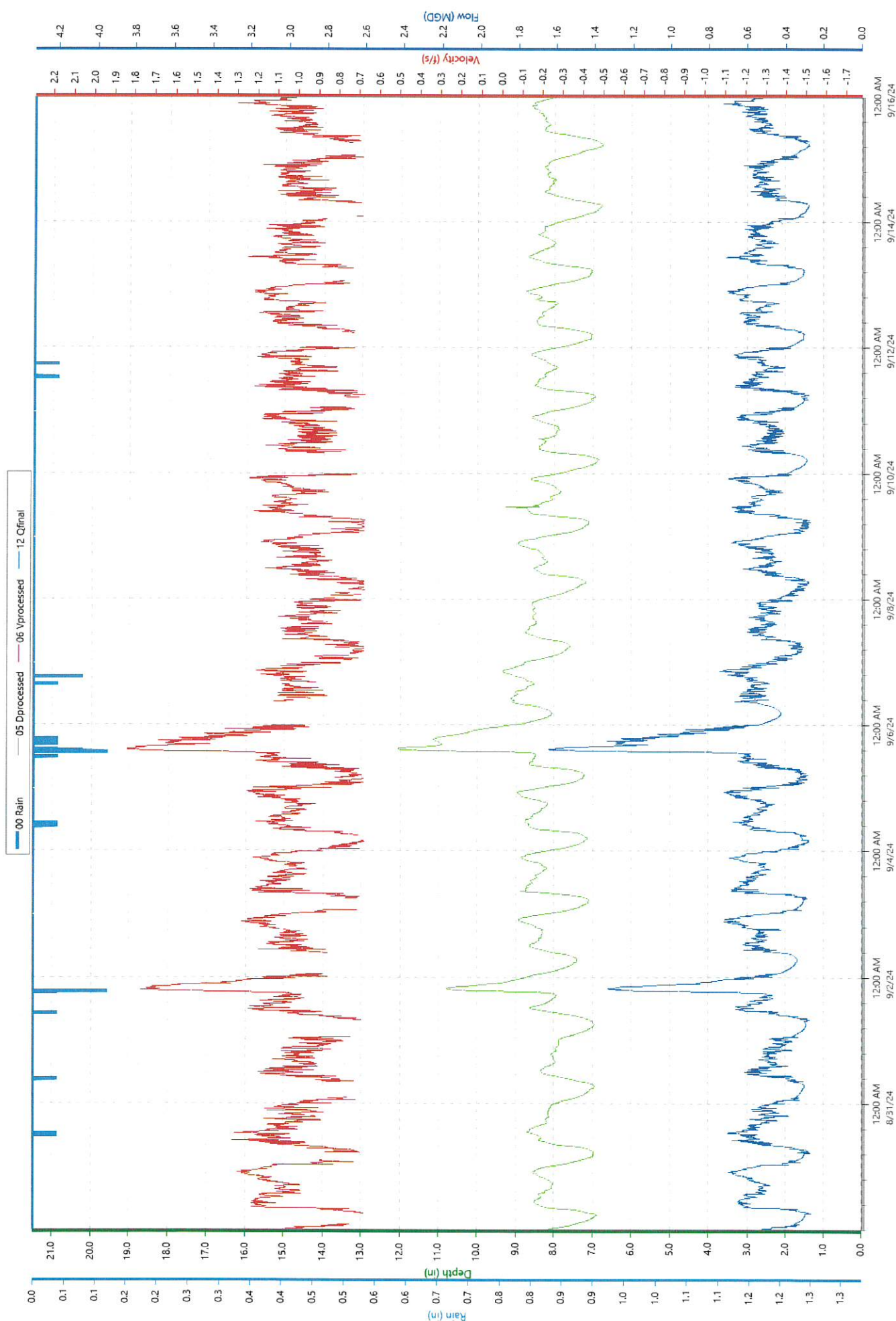
BH-L27 (8/29/2024 to 9/16/2024)

DVQ with Rain - Pipe Dia: 37.25 x 36.12 in.



BH-S19A (8/29/2024 to 9/16/2024)

DVQ with Rain - Pipe Dia: 23.50 x 23.00 in.

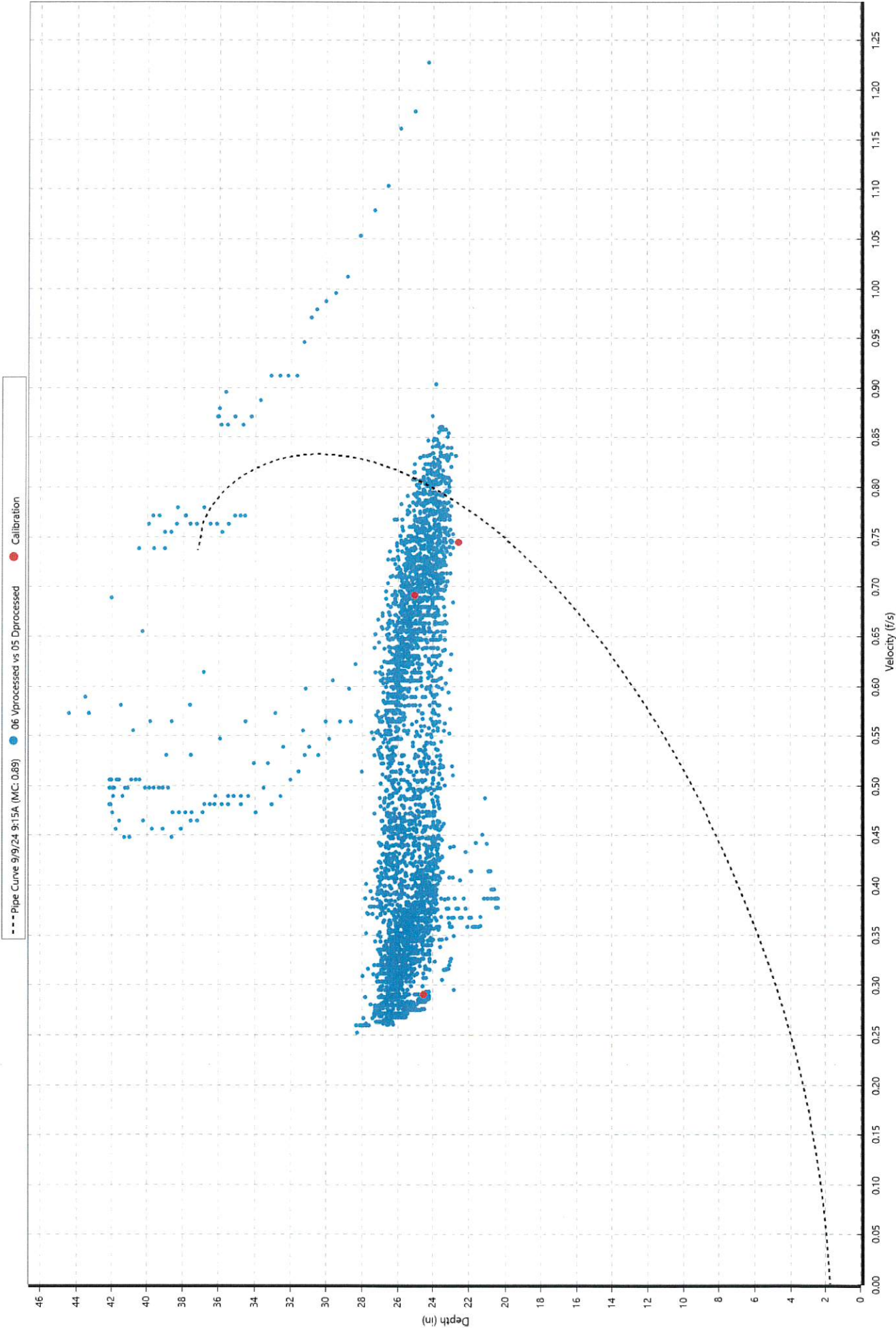


APPENDIX E SCATTERGRAPHS



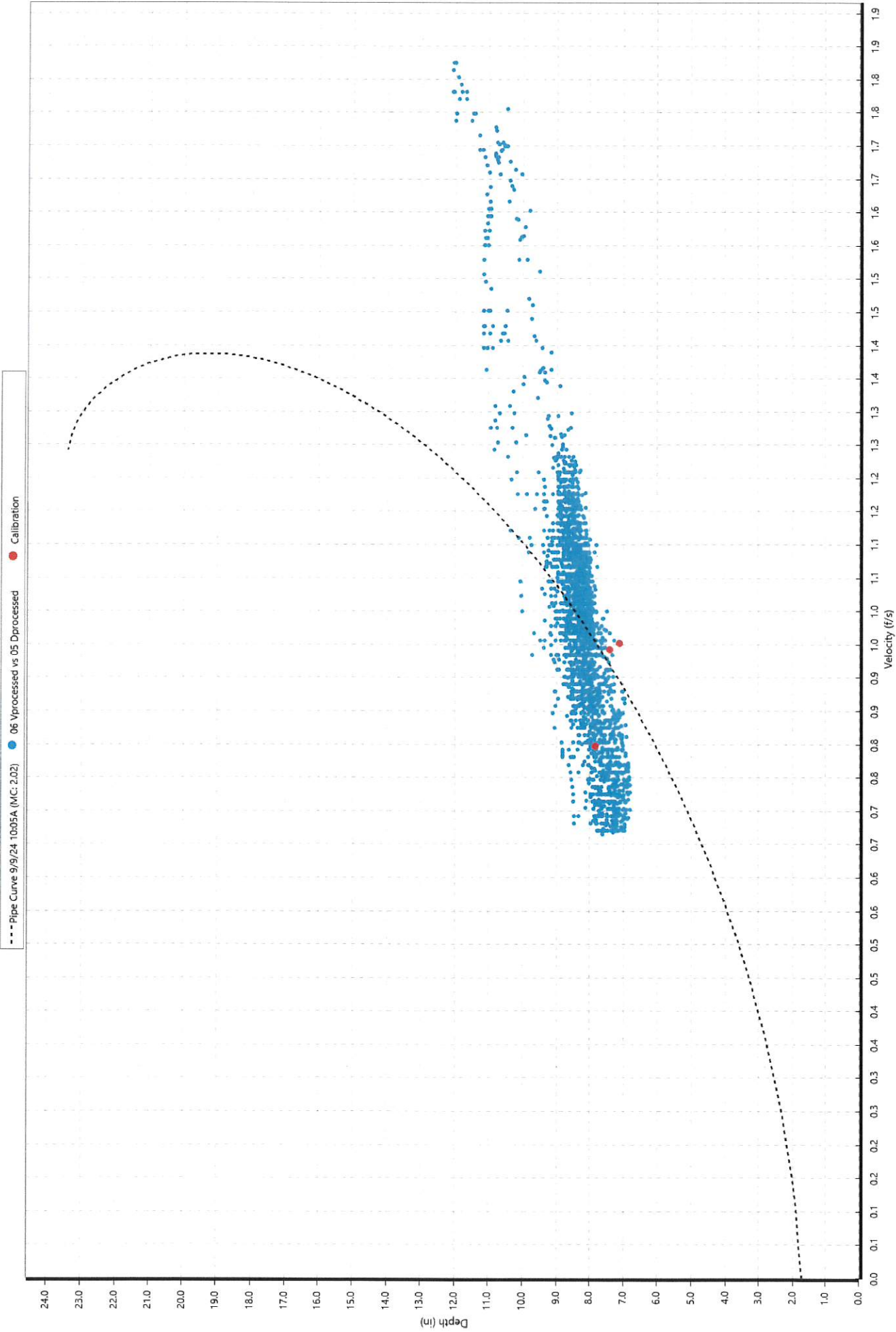
BH-L27 (9/1/2024 to 10/1/2024)

Scattergraph - Pipe Dia: 37.25 x 36.12 in.



BH-S19A (9/1/2024 to 10/1/2024)

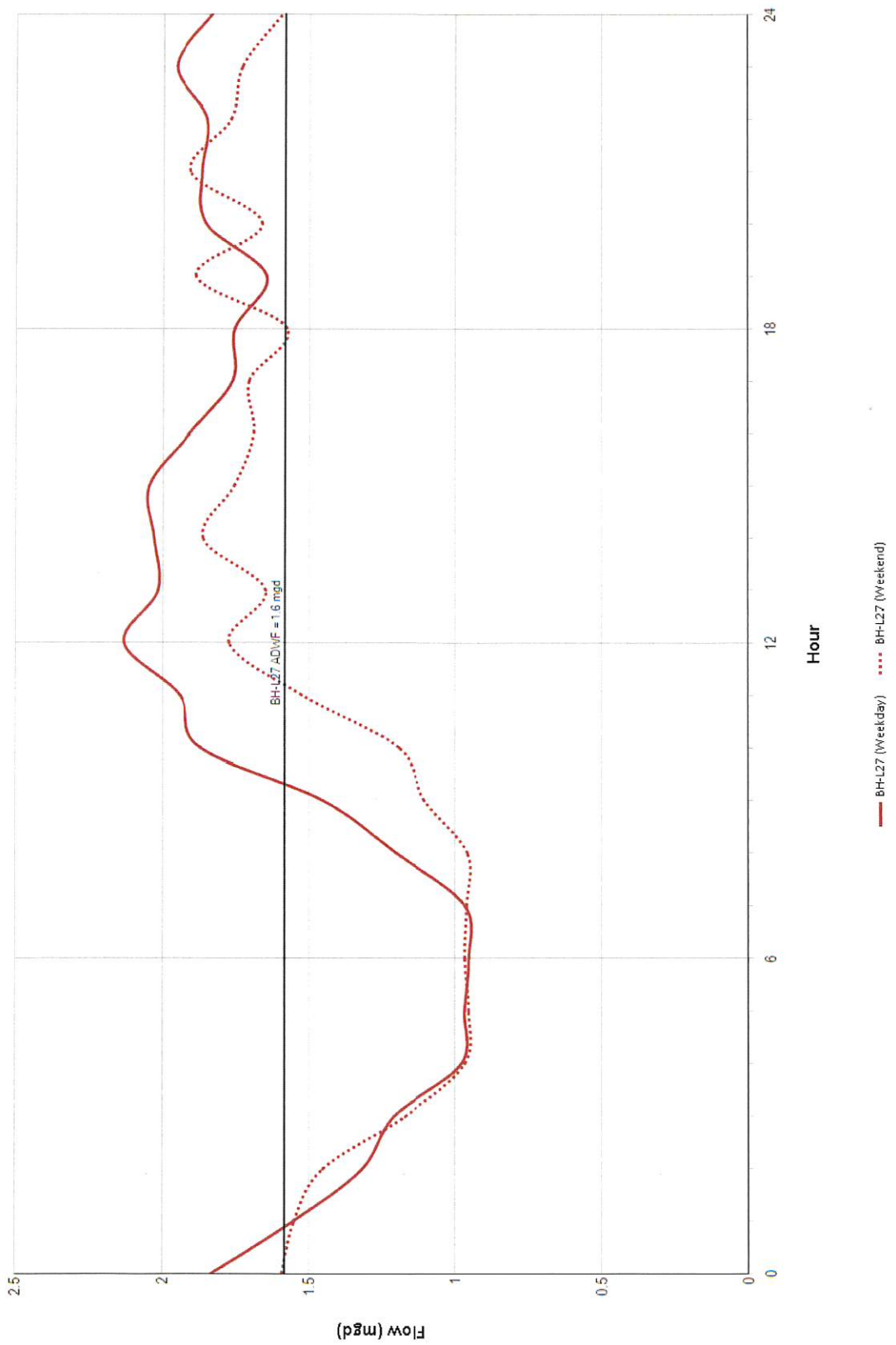
Scattergraph - Pipe Dia: 23.50 x 23.00 in.



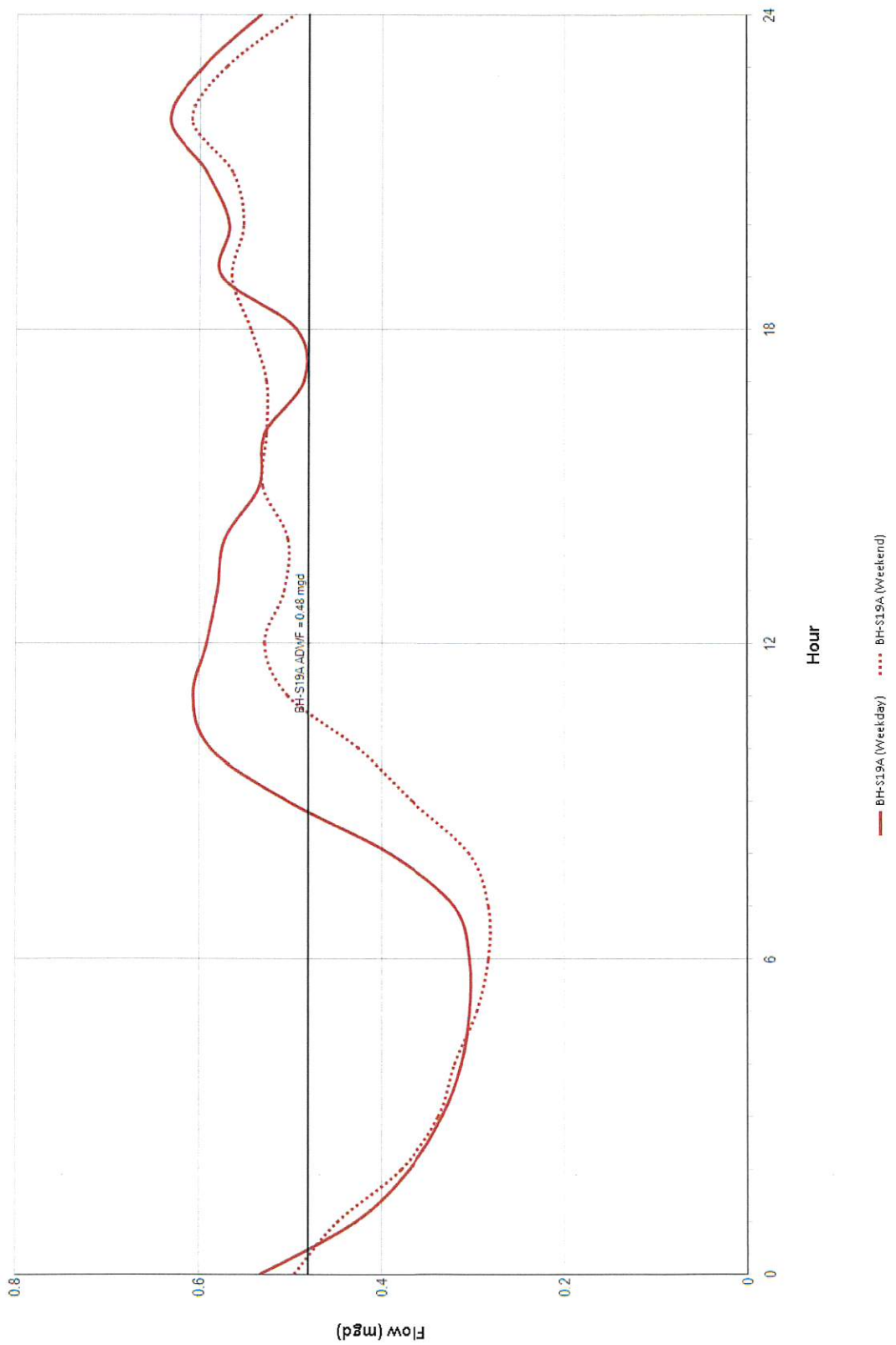
APPENDIX F DIURNAL CURVES



Basin: BH-L27 - Average Dry-Weather Flow



Basin: BH-S19A - Average Dry-Weather Flow



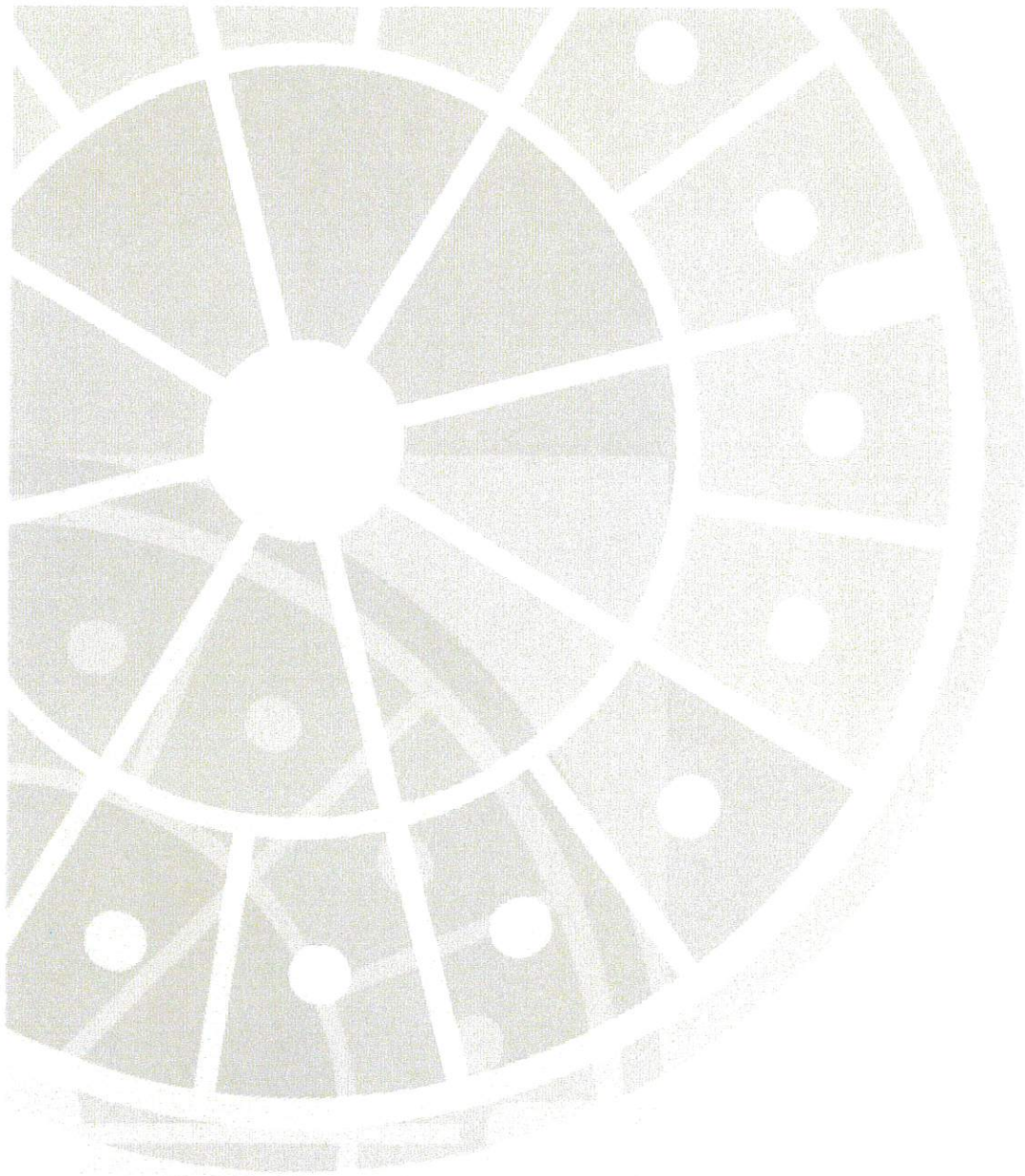


Exhibit E

CERTIFICATE FOR ORDER ADOPTING AMENDED RATE ORDER

THE STATE OF TEXAS
COUNTY OF HARRIS
MEMORIAL VILLAGES WATER AUTHORITY

§
§
§

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

1. The Board convened in Regular session, open to the public, on March 11, 2025, at 8995 Gaylord, Houston, Texas, and the roll was called of the members of the Board, to-wit:

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

All members of the Board were present, except the following: Supervisor Bryant, thus constituting a quorum. Whereupon among other business, the following was transacted at such Meeting: A written

ORDER ADOPTING AMENDED RATE ORDER

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: 6 NOES: 0

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

and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, both as amended.

SIGNED AND SEALED this March 11, 2025.


Secretary, Board of Supervisors


President, Board of Supervisors

**AMENDED AND RESTATED
ORDER SETTING WATER AND SEWER SERVICE RATES,
ESTABLISHING TAP FEES, ADOPTING RULES AND
REGULATIONS CONCERNING WATERWORKS AND
SANITARY SEWER SYSTEM, AND ESTABLISHING POLICY WITH
RESPECT TO FIRE HYDRANTS, MANHOLES, METER BOXES,
AND CLEAN-OUTS**

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") desires to (1) set water and sewer rates sufficient to pay for operation and maintenance of the Authority's waterworks and sanitary sewer system; (2) provide for connections into its water distribution and sanitary sewer collection systems; (3) adopt rules to maintain a safe and adequate sanitary sewer system, protect the sanitary condition of the Authority's water supply, and prevent waste or unauthorized use of its water supply and unauthorized use of its sanitary sewer system; and (4) establish a policy for the adjustment of fire hydrants, manholes, meter boxes, and clean-outs;

WHEREAS, the Board is required by 31 Texas Administrative Code Section 293.111 to adopt certain rules concerning construction of commercial and/or household sewer service lines and connections to the Authority's sanitary sewer system; and

WHEREAS, the Board has been advised by the Authority's General Manager that the charges, rules, and policies described below are sufficient for such purposes;

WHEREAS, the Board now deems it necessary and advisable to amend such Consolidated Rate Order to increase water and sewer service rates and to restate such Order as amended;

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

I. Service Agreements with Customer. Prior to receiving permanent water service (upon initial completion of an improvement within the Authority's service area, upon reinstatement of water service after a turn-off, or upon transfer of water service to a new customer), the customer shall execute and deliver to the Authority's General Manager a service agreement in the form attached as Exhibit "A".

II. Customer Service Inspections.

A. A customer service inspection certification in the form attached to these Rules as exhibit "B" must be completed and delivered to the Authority: (1) prior to the time the Authority provides sanitary sewer service or permanent water service to a new connection in the Authority's service area, (2) within 5 days after an existing customer receives notice from the Authority that it has reason to believe that a cross-connection or other unacceptable plumbing practice exists at his establishment, or (3) within 30 days after any material improvement, correction or addition is made

to the private plumbing facilities of any connection. Failure to provide such certification is a violation of these rules.

B. Individuals with the following credentials shall be recognized as capable of conducting a customer service inspection certification.

1. Plumbing Inspectors and Water Supply Protection Specialists holding license endorsement issued by the Texas State Board of Plumbing Examiners.

2. Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the Commission or its designated agent, and hold an endorsement granted by the Commission or its designated agent.

C. It is the responsibility of the customer to obtain the certification and to deliver such to the Authority.

D. The existence of private plumbing facilities in violation of (1) local plumbing codes and/or, (2) Section III or IV of these rules is an unacceptable plumbing practice and a violation of these rules. Upon discovery of any such condition, the Authority may immediately terminate water service to the connection to protect the integrity of its public water supply system. Service will be restored only when the source of potential contamination no longer exists or when sufficient additional safeguards have been taken as determined by the Authority's General Manager.

III. Rules and Regulations Governing the Authority's Waterworks and Wastewater Systems.

A. Prohibition on Use of Lead: The use of pipes and pipe fittings that contain more than 8.0 percent lead or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the Authority's water system and for installation or repair of any plumbing in a residential or non-residential facility providing water for human consumption and connected to the Authority's water system.

B. Prohibition on Direct or Cross Connections: No water connection from the Authority's water system shall be made to any establishment where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. Where the containment air gap is impractical, reliance may be placed on individual "internal" air gaps or mechanical backflow prevention devices. Under these conditions, additional protection shall be required at the meter in the form of a backflow prevention device (in accordance with AWWA Standards C510 and C511, and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health.

C. Service Connections Requiring Booster Pumps: Service connections that require booster pumps must be equipped with automatic pressure cut-off devices so that the pumping units become inoperative at a suction pressure of less than 20 psi. Where these types of installations are necessary the connection shall consist of an air gapped connection with a storage tank and subsequent re-pressurization facilities.

D. Condensing, Cooling or Industrial Process: No water connection from the Authority's water supply system shall be made to any condensing, cooling or industrial process or any other system of non-potable usage over which the Authority does not have sanitary control, unless the connection is made in accordance with the requirements of this subsection. Water from such systems cannot be returned to the Authority's potable water supply system.

E. Overhead and Elevated Bulk Water Stations: No overhead or elevated bulk water dispensing station may be connected to the Authority's water supply system without an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross-connection.

F. Fire Sprinkler and Irrigation Systems: No residential or nonresidential fire sprinkler system or irrigation system may be connected to the Authority's water supply system without an approved backflow prevention device installed and maintained in accordance with AWWA Standards C510 and C511, AWWA Manual M14 and local fire and plumbing codes as applicable.

G. Inspection of Backflow Prevention Devices:

1. All backflow prevention assemblies shall be tested by a recognized backflow prevention assembly tester after installation and, in case of new establishments, prior to the time the Authority begins providing permanent water service to the system on which the devices has been installed. Backflow prevention assemblies which are installed to provide protection against high health hazards must also be tested at least annually. A high health hazard is defined as a cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply.

2. Recognized testers shall have completed a Commission approved course on cross connection control and backflow prevention and shall have passed an examination administered by the Commission or its designated agent. Testers are required to renew their accreditation every 3 years. The accredited tester classification shall be broken down into two categories:

a) The "General Tester" is qualified to test backflow prevention assemblies on any domestic, commercial, industrial or irrigation service except fire lines.

b) The "Fire Line Tester" is qualified to test backflow prevention assemblies on fire lines only. The State Fire Marshall's office requires that a person performing maintenance on fire lines must be employed by an Approved Fire Line Contractor.

3. Individuals that can show proof of completion of a course and passage of an exam based on the ABPA or ASSE National exam, prior to September 1, 1995, may be recognized as accredited for the term of their current certification (not to exceed 3 years). Those individuals that have not renewed their accreditation are required to complete the Commission approved courses and pass the exam administered by the Commission or it designated agent.

4. Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Foundation of Cross Connection Control and Hydraulic Research and/or the AWWA manual of Cross

Connection Control (Manual M-14). Testers shall include test gauge serial numbers on "Test and Maintenance" report forms.

5. A test report must be completed by the recognized backflow prevention assembly tester for each assembly tested. The signed and dated original must be submitted to the City having jurisdiction (City of Hedwig Village, Hunters Creek Village or Piney Point Village) and a copy of such provided to the Authority for record keeping purposes. Should the tester choose to use a report format which differs from that provided by the Authority and attached to these Rules as exhibit "C", it must minimally contain all information required by the Authority's report form.

6. Repairs to backflow prevention assemblies must be performed by authorized individuals as recognized by the Texas State Board of Plumbing Examiners, Texas Irrigators Advisory Council, or the Texas Commission on Fire Protection – State Fire Marshal's Office, depending upon application and use.

7. The use of a backflow prevention device at the service connection shall be considered as additional backflow prevention and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes.

8. No permanent service will be provided or continued to any connection in the Authority's service area which requires a backflow prevention device, unless the customer provides the Authority with a backflow prevention assembly test and maintenance report properly completed and signed by an accredited tester.

9. A customer with a connection to the Authority's public water supply system which presents high health hazards must provide the Authority with a properly completed and signed test report annually. In the event any customer fails to provide such a report within 30 days after written notification by the Authority that such a report is required, the Authority may (1) terminate the connection to its water system or (2) engage a Certified Tester to inspect and test the backflow prevention device and the cost will automatically be charged to the customer's account.

H. Operation of Irrigation Systems: Notwithstanding the provisions of the Authority's Drought Contingency Plan or Water Conservation Plan, in normal conditions, the days that irrigation systems connected to the Authority's Public Water Supply System may be operated, shall be as follows:

Even ending addresses (0, 2, 4, 6, and 8) – Mondays, Wednesdays and Fridays

Odd ending addresses (1, 3, 5, 7, and 9) – Tuesdays, Thursdays and Saturdays

Hand-held hose watering, a hose connected to portable sprinkler device, a faucet filled bucket or water can and drip irrigation systems may be utilized at any time.

I. Discharge of Waste into the Sanitary Sewers:

1. All discharges into the sanitary sewers of the Authority are regulated by a BOARD ORDER "Regulating the Discharge of Waste into the Sanitary Sewers of the Memorial Villages Water Authority, Establishing a Permit System, Establishing a System of Charges For Services Rendered, Regulating Un-sewered and Miscellaneous Discharges, and Providing for Enforcement", established July 5, 1983, as amended and attached as exhibits "D" and "E".

J. Encumbrance of Facilities Prohibited: No person shall encumber or cause to be encumbered any manhole, fire hydrant, valve, valve box, water meter, water meter box, clean-out, clean-out box, or any other water or sewer utility line or related fitting, equipment, facilities or appurtenances owned by the Authority. This shall include, but not be limited to, anything that creates a burden or impediment to the Authority's ability to properly maintaining the Authority's facilities, covering or hindering the access to or opening of manholes, clean-out boxes, water valve boxes or water meter boxes and shall include structures, driveways, parking pads, sidewalks and landscaping.

K. Adjustments of Manholes, Fire Hydrants, Meter Boxes, and Clean-Outs. No elevation or grade change to any manhole, fire hydrant, valve, valve box, water meter, water meter box, clean-out, clean-out box, or any other water or sewer utility line or related fitting, equipment, facilities or appurtenances owned by the Authority shall be made without written permission of the Authority. Where an adjustment in elevation or grade is needed, the Authority shall approve the method and materials used before such adjustment is made and all costs of said adjustment shall be the responsibility of the property owner requesting the adjustment. The General Manager shall prepare a cost accounting of the adjustment and payment shall be made to the Authority before any such adjustments are made. The Authority shall only make adjustments to facilities owned by the Authority.

IV. Connections to Authority's Waterworks and Sanitary Sewer System.

A. Connections Made, and Inspected by Authority, Plans Reviewed by Authority's General Manager. All water taps and sanitary sewer taps, except those for new subdivisions and/or re-plated property or property subdivided, and inspections shall be made by the Authority. All water taps and sanitary sewer taps for subdivisions and/or re-plated property or property subdivided shall be made by the developer or owner at their expense. All plans and specifications shall be submitted in duplicate, reviewed and approved by the Authority's General Manager prior to construction.

B. New Buildings. All new buildings constructed within the Authority service area shall have a finished floor elevation of any fixture in the building, that is connected to sanitary waste system, no less than 12 inches above the nearest manhole cover upstream of the tap that provides service to the building or, where no sewer is available, the finished floor shall be not less than four inches above the crown of the street. All Sanitary Sewer Service Lines shall be fitted with a two-way clean-out, at the property line.

C. Plans Submissions. Construction plans shall be submitted to the General Manager for construction of sewer connections to the Authority's sanitary sewer system and shall reflect the elevations of the finished floor of the building, the floor elevation of any sunken tub and/or sunken plumbing fixture and the elevation of the nearest manhole downstream of the proposed connection that provides service to the building. No connection of any private sewer system to the Authority's lines or system is allowed until such plans have been reviewed and verified that the plan meets the requirements of this Order. "

D. Damage Risks. All connections to the Authority's system are made on the condition that the owner shall take all risk of damage that may result from a backup of water and/or sewage into and or onto the premises from the sewer.

E. Existing Structures, Remodeling and Demolition: Existing structures and additions constructed during remodeling required to be connected to (1) the public sewers or (2)

existing private sewers that have an existing connection to the public sewer (re-modeling), shall have the finished floor elevation of any fixture in the building, that is connected to the sanitary waste system, a minimum of 12 inches above the nearest manhole cover upstream of the tap that provides service to the structure or, where no sewer is available, the finished floor shall be not less than four inches above the crown of the street. Demolition of property, that has an existing connection to the Authority's sanitary sewer system, shall be preceded by a written approval from the Authority for such demolition.

F. Exceptions. Where the public or private sewer is not of sufficient depth or where structures required to be connected to the sewer cannot meet the minimum requirements of this Section and other ordinances, the General Manager of the Authority may authorize a connection to the Authority's system for an alternative method of construction or installation when this will not be detrimental to the health, welfare and safety of the public, provided, however, that the Director of Public Works or other official designated by the governing body of the City in which the construction or connection is proposed to be made has also certified that the proposed alternative method of construction or installation will not be detrimental to the health, welfare and safety of the public. The full cost of any such authorized alternative method of construction, connection or installation, including maintenance, shall be the responsibility of the owner.

G. Payment of Fees. Anyone desiring a connection to the Authority's waterworks and sanitary sewer system must pay the water tap fee, water system connection fee, sanitary sewer tap fee, sanitary sewer connection fee and inspection fees, as applicable, prior to receiving the connection. The Authority shall make no connection into or allow any connection into the Authority's system until the applicable fees are paid.

H. Tap Fees, Connection Fees and Inspection Fees.

1. The metered water tap fees and water system connection fees for ¾-inch to 2-inch taps shall be as follows and include the tap, service line, meter, meter box and initial inspection where the water tap is made by the Authority. For metered taps made by the owner, only the Connection Fee shall apply and will include the meter, strainer and initial inspection. The meter box to be provided and installed by owner as per the Authority's requirements. For un-metered connections, such as fire lines, taps to be made by the owner and are subject to Un-metered fee.

<u>TAP SIZE</u>	<u>TAP FEE</u>	<u>METERING FEE</u>	<u>Un-Metered Fee</u>
¾-inch tap	600.00	400.00	
1-inch tap	800.00	525.00	
1-1/2-inch tap	1,000.00	700.00	
2-inch tap	1,200.00	850.00	
3-inch tap	By Owner	3,750.00	1,300.00
4-inch tap	By Owner	5,250.00	1,500.00
6-inch tap	By Owner	8,500.00	1,800.00

8-inch tap	By Owner	10,600.00	2,100.00
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Taps and meters larger than 2-inch, and fire line taps made by the Authority will be quoted on a cost plus 15 percent fee basis.

Re-inspection fees of private water facilities shall be \$50.00.

2. Where the Authority makes the sanitary sewer tap, the sanitary sewer tap fee and connection fee shall be quoted on a cost plus 15% fee basis and will include the tap, service line to the property line, a 2-way clean out at the property line and an initial inspection fee. Where the Authority does not make the tap, only a connection fee of \$ 1,200.00 is required. Re- inspection fees of private sanitary sewer facilities shall be \$50.00.

I. Limitations. Residential customers shall be limited to one sanitary sewer connection per residence unless a waiver of such limitation is granted by the Authority's General Manager or Board of Supervisors. Where a waiver is granted, a sanitary sewer tap "Surcharge" fee of \$500.00 shall be required in addition to the normal and customary sanitary sewer tap and connection fees stated in H.2. above, as applicable.

V. Requirements of Homebuilders.

A. Builder Deposit. Before any water taps, sanitary sewer taps, or inspections shall be made by the Authority or water or sanitary sewer service provided for a builder operating within the Authority, the builder shall deposit \$100.00, per account, with the Authority. The deposit shall be refunded without interest to the builder at the completion of the builder's building program within the Authority.

B. Use of Deposit. The Authority shall bill repair costs caused by builder negligence, the builder's contractors, sub-contractors or any other person, to the builder responsible for the property, for damages to any part of the Authority's water or sanitary sewer system. If a builder (1) fails to pay such bills for 45 days or more or (2) is responsible for outstanding bills in an amount greater than \$100.00, then the Authority may apply all or any part of the \$100.00 deposit to pay for the system repairs. Subsequent to the application of a builder's deposit, the Authority shall provide no water or sewer service, make no additional water taps, sanitary sewer taps, or inspections for such builder until the deposit is re-established in the full amount of \$100.00 or such greater amount as required by the General Manager.

VI. Deposits and Rates; Water and Sewer Service; Checks Returned Because of Insufficient Funds.

A. Deposit. For each residence in the Authority which is the subject of a lease or rental agreement, the Authority shall collect a security deposit of \$70.00 from the lessee or renter upon each new connection or reconnection by the Authority to its waterworks system. The Authority shall collect a security deposit equal to the highest average of four billings, as estimated by General manager of the Authority, for each new commercial connection or reconnection by the Authority to its waterworks system; provided, however, that such deposit may be in the form of cash, a letter of credit from a local bank or savings and loan association insured by the Federal Deposit Insurance Corporation, a surety bond from a surety which is rated "A" or better by Best Key Rating Service, or any other instrument acceptable to the General Manager of the Authority.

The Authority shall collect a \$500.00 cash fire hydrant meter security deposit from persons requesting water from one of the Authority's fire hydrants.

All deposits, except for the cash meter security deposit, shall be placed in a separate, non-interest bearing account. The cash deposit shall be held by the Authority until the Authority's fire hydrant meter has been returned. All deposits shall be refunded or applied to any outstanding bill, as applicable, when the resident or commercial establishment discontinues Authority service or fire hydrant meter has been returned. If a resident or commercial establishment is delinquent in payment of amounts owed the Authority for 60 days or more, then the Authority may apply all or part of the deposit against the amount owed the Authority. The resident or commercial establishment shall then be required to re-establish a deposit with the Authority as provided in VI.A, above. The Authority shall discontinue water service if a resident or commercial establishment fails to establish a deposit within 15 days of receiving notification of such from the Authority.

B. Water and Sewer Service. The following charges for water distribution and sewage collection along with the regulatory assessment to be collected pursuant to Texas Water Code § 5.235, are hereinafter in effect:

WATER SERVICE

Monthly Charges:

Residential:

First 2,000 gallons of water used (Minimum bill)	\$ 17.50
Each 1,000 gallons of water used from 2,001 to 5,000 gallons	\$ 2.10
Each 1,000 gallons of water used from 5,001 to 10,000 gallons	\$ 2.40
Each 1,000 gallons of water used from 10,001 to 15,000 gallons	\$ 2.80
Each 1,000 gallons of water used from 15,001 to 20,000 gallons	\$ 3.90
Each 1,000 gallons of water used from 20,001 to 25,000 gallons	\$ 4.35
Each 1,000 gallons of water used from 25,001 to 30,000 gallons	\$ 4.65
Each 1,000 gallons of water used from 30,001 to 35,000 gallons	\$5.25
Each 1,000 gallons of water used from 35,001 to 40,000 gallons	\$5.35
Each 1,000 gallons of water used from 40,001 to 50,000 gallons	\$5.65
Each 1,000 gallons of water used from 50,001 to 60,000 gallons	\$6.00
Each 1,000 gallons of water used over 60,001 gallons	\$6.65

Schools, Churches, and Commercial
Users:

First 2,000 gallons of water used (Minimum bill)	\$23.00
Each 1,000 gallons of water used from 2,001 to 5,000 gallons	\$ 2.25
Each 1,000 gallons of water used from 5,001 to 10,000 gallons	\$ 2.55
Each 1,000 gallons of water used from 10,001 to 15,000 gallons	\$ 3.20
Each 1,000 gallons of water used from 15,001 to 20,000 gallons	\$3.70
Each 1,000 gallons of water used from 20,001 to 25,000 gallons	\$ 4.10
Each 1,000 gallons of water used from 25,001 to 30,000 gallons	\$ 4.50
Each 1,000 gallons of water used from 30,001 to 35,000 gallons	\$ 5.30
Each 1,000 gallons of water used from 35,001 to 40,000 gallons	\$5.60
Each 1,000 gallons of water used from 40,001 to 50,000 gallons	\$6.00
Each 1,000 gallons of water used from 50,001 to 60,000 gallons	\$6.55
Each 1,000 gallons of water used over 60,001 gallons	\$7.25

<u>Water for Fire Protection</u>	\$ 10.00
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Water for Contractors
Through Fire Hydrants:

(METER TO BE PROVIDED BY THE AUTHORITY)

First 1,000 gallons of water used (Minimum bill)	\$ 25.00
Each 1,000 gallons of water used from 2,000 to 4,000 gallons	\$ 3.00
Each 1,000 gallons of water used over 4,001 gallons	\$ 4.00

SEWER SERVICE*

Monthly Charges:

Residential:

First 2,000 gallons of water used (Minimum bill)	\$17.50
Each 1,000 gallons of water used from 2,001 to 5,000 gallons	\$ 2.00
Each 1,000 gallons of water used from 5,001 to 10,000 gallons	\$ 2.10
Each 1,000 gallons of water used from 10,001 to 15,000 gallons	\$ 2.40
Each 1,000 gallons of water used from 15,001 to 20,000 gallons	\$ 2.70
Each 1,000 gallons of water used from 20,001 to 25,000 gallons	\$ 3.30
Each 1,000 gallons of water used from 25,001 to 30,000 gallons	\$ 4.00

(No sewer charge on water over 30,000 gallons)

Schools, Churches, and Commercial Users:

First 2,000 gallons of water used (Minimum bill)	\$ 23.00
Each 1,000 gallons of water used from 2,001 to 5,000 gallons	\$ 2.25
Each 1,000 gallons of water used from 5,001 to 10,000 gallons	\$ 2.45
Each 1,000 gallons of water used from 10,001 to 15,000 gallons	\$ 2.70
Each 1,000 gallons of water used from 15,001 to 20,000 gallons	\$ 3.15
Each 1,000 gallons of water used from 20,001 to 25,000 gallons	\$ 3.55
Each 1,000 gallons of water used from 25,001 to 30,000 gallons	\$ 3.95
Each 1,000 gallons of water used from 30,001 to 35,000 gallons	\$ 4.05
Each 1,000 gallons of water used from 35,001 to 40,000 gallons	\$4.25
Each 1,000 gallons of water used from 40,001 to 50,000 gallons	\$4.35
Each 1,000 gallons of water used from 50,001 to 60,000 gallons	\$4.45
Each 1,000 gallons of water used over 60,001 gallons	\$5.25

*Not applicable to separate sprinkler meters.

Each 1,000 gallons of sewer treated

\$6.72

G & A Expense based on "Residential
Equivalents"

~~"City of Bunker Hill Village" "the City" shall be billed on a monthly basis of the total gallons treated multiplied by the current sewer rate for the City plus G & A Expenses as calculated below.~~

~~The G & A Expenses shall be determined by dividing the number of "Residential Equivalents" for the fiscal year ending April 30th included in the City by the number of "Residential Equivalents" for the fiscal year ending April 30th included in both the Authority and the City and multiplying the resulting quotient (a) times the total of Direct Costs Chargeable to the Wastewater Treatment Plant and the Trunk Line for the fiscal year ending April 30th.~~

~~See Section 16(3) of the Sanitary Sewer Use Ordinance for more information on calculation of the City's rate.~~

Where the Authority provides sewer service only, no water service, the following rates shall apply:

Residential Sewer Service Only:

FLAT RATE BASED ON 30,000 GALLONS

~~\$84.10~~

\$84.10

City of Bunker Hill Village:

By contract

Commercial Sewer Service Only – Inside or Outside Authority:

To be set by the General Manager of the Authority based on type of business, typical water usage, comparative usages and/or available usage historical information.

C. Returned Checks. Any check of any customer of the Authority returned because of insufficient funds shall result in a charge of \$25.00 to such customer's account.

VII. Billing and Collection; Delinquent Accounts and Delinquent Ad Valorem Tax Accounts.

A. The Authority shall bill each customer on or about the 15th day of every month. All bills shall become delinquent if not paid by the 10th day of the following month. A penalty of 5% will be added to all bills outstanding by the end of the billing month. Upon a customer's request for a waiver of the penalty, the General Manager may waive such penalty if it is determined by past payment record that the Customer has paid all bills in a timely fashion for the last 12 consecutive months. If a bill is delinquent for 60 days (irrespective of the payment record of the customer), the Authority shall discontinue the delinquent customer's water service.

After the 10-day delinquency period, a delinquent customer shall be notified in the next billing of the delinquency and the date on which water service shall be terminated if the account is not paid. The termination date shall be not less than 5 days from the date the notice is sent. The notice shall additionally state the place and time at which the account may be paid and that any errors in the billing may be corrected by contacting the Authority at that telephone number given in such notice. A similar notice shall be left by the Authority on the door at the address where service was provided.

Notwithstanding anything else in this section, the Authority shall not provide service to a customer whose service has been discontinued, due to delinquency, until the account has been paid

in full or the security deposit provided for in VI.A. is re-established in the full amount described therein or such greater amount as required by the General Manager.

B. Delinquent Ad Valorem Tax Accounts. The Authority shall, in accordance with law, bill or cause the billing of all property owners in the Authority for ad valorem taxes due, including penalty and delinquency charges. All bills shall become delinquent if not paid by January 31 of the year following the year for which the tax bills have been rendered. If a bill remains unpaid for 6 months after any annual delinquency date, water service may be discontinued in accordance with this paragraph. The taxpayer shall be notified in the next billing after such 6-month period (or at any time thereafter that the Board of Supervisors of the Authority determines that discontinuance of service is an appropriate method for collecting delinquent taxes from any taxpayer), of the tax delinquency and that water service shall be terminated if the delinquent tax account is not paid by a date certain, which date shall be not less than 20 days from the date such notice is mailed. Such notice shall be mailed to the address appearing on the tax roll and shall state the place and time at which the account may be paid and that any errors in the tax statement may be corrected by contacting the tax assessor/collector, whose telephone number shall also be given in such notice. Such notice shall also be postmarked or sent at least 10 days before the next regular Board of Supervisors meeting, which shall be the meeting at which the question of the termination of service for the nonpayment of taxes for any such delinquent taxpayer is to be considered. Such notice shall specify the date, time and place of such Board of Supervisors meeting and shall indicate that the taxpayer shall have the opportunity to appear at such Board meeting to present evidence of why the taxpayer's water service should not be disconnected. Once the Board of Supervisors has authorized the Authority's General Manager to terminate water service for the nonpayment of taxes, a notice of intent to terminate shall be left by an Authority employee on the door at the address to which the service proposed to be disconnected was provided, which notice shall also state the time and place at which the account may be paid or that any errors in the tax bill may be corrected. The Authority's General Manager may have the water service disconnected on or after the date specified in the notice sent to the taxpayer, if the delinquent tax account is not resolved to the Authority's satisfaction by such date. After a notice of termination of water service has been sent to a taxpayer, payment of amount of taxes due must be in the form of cash, or by cashier's check or money order before service is again commenced to such taxpayer.

VIII. Discontinuation of Service.

A. Charges for Disconnection and Reconnection. If service is discontinued, whether because of a customer's delinquent water account, delinquent ad valorem tax account or, to enforce its rules regarding Authority facilities, the Authority shall charge \$50.00 if the customer is a residential customer and \$75.00 if the customer is a commercial customer.

B. Charges for Removal and Reinstallation of Water Meter. If the Authority is required to remove a water meter to enforce its rules regarding Authority facilities, the Authority shall charge \$100.00 to remove ¾-inch and 1-inch meters and \$100.00 to reinstall ¾-inch and 1-inch meters and \$150.00 to remove 1½-inch and 2-inch meters and \$150.00 to reinstall 1½-inch and 2-inch meters.

IX. PROCEDURES RELATED TO EXTREME WEATHER EMERGENCY

Notwithstanding any provisions of this Rate Order to the contrary, a customer may not be charged late fees nor have service disconnected for nonpayment of a bill that is due during an extreme weather emergency until after the emergency is over. An "extreme weather emergency"

means a period when the previous day's highest temperature in the area of the Authority did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. An "extreme weather emergency" is over on the second business day the temperature exceeds 28 degrees Fahrenheit.

A customer may, within thirty (30) days from the date the extreme weather emergency is over, request from the Authority a payment schedule for any unpaid bill that was due during an extreme weather emergency. Upon receipt of a timely request, the Authority shall provide a written payment schedule and a deadline for accepting the payment schedule. The Authority may, at its discretion, determine the terms of the payment schedule described in this paragraph in accordance with applicable laws and regulations.

If a customer requests a payment schedule, the Authority shall not disconnect the customer from service for nonpayment of bills that were due during an extreme weather emergency unless the customer does not accept a payment schedule offered by the Authority in a timely manner or the customer violates the terms of the payment schedule. Any preexisting disconnection notices issued to a customer for nonpayment of bills due during an extreme weather emergency are suspended upon the timely request for a payment schedule; provided, however, a suspended disconnection may be reinstated if the customer does not accept a payment schedule offered by the Authority in a timely manner or violates the terms of the payment schedule. A customer who violates the terms of a payment schedule shall be subject to disconnection from service pursuant to the provisions of this Rate Order.

X. Enforcement.

A. Abuse of System. The Board hereby deems the violation of any rule, regulation, or policy of the Authority set forth in this Order and Exhibits or otherwise an abuse of the Authority's system, and the Authority reserves the right to discontinue water and/or sanitary sewer service to prevent the continuation of such abuse.

B. Reimbursement of Costs. Whenever the Authority incurs any non-scheduled cost (including but not limited to wages, other personnel cost, and charges of third party contractors) arising out of (1) the failure of a customer to comply with the Authority's rules, regulations and policies, as stated in this Order or as otherwise announced, or (2) the request of a customer for an inspection or other service call which is the result of the customer's improper maintenance, or (3) efforts to collect amounts due and owing to the Authority and not paid to the Authority on a timely basis, or (4) any other negligent or improper action on the part of the customer, the Authority may add such cost to the customer's next bill and payment will be due at the same time as the remainder of the bill. Failure to pay the full amount of any bill may result in termination of water service, as set forth in Article VII.

XI. General Policies.

A. All Services Charged. The Authority shall not provide free water or sewer service to any person, firm, corporation, or organization, including water passing through the meter of a customer due to a broken or leaking pipe, fitting or fixture, irrespective of whether the broken or leaking pipe, fitting or fixture was a result of cold or freezing weather or any other act by or beyond the control of the customer. Unless otherwise approved by the General Manager, it shall be a violation of this Order for anyone to take water from any Authority pipe, line, tank, fire hydrant,

sample tap, hose bib, or other Authority facility without first passing through an Authority water meter.

1. Sewer Credit for Water Leak: Upon a customer's written request, the General Manager may make an adjustment to a customer's sewer charge due to a customer's broken or leaking pipe, fitting or fixture provided (1) the customer can furnish either a paid invoice from the plumber that made the repairs or (2) a paid invoice of the plumbing supplies purchased by the customer to make the repairs and (3) the broken or leaking pipe, fitting or fixture did not leak into the sanitary sewer system of the Authority. The adjustment to the sewer charge shall be calculated as follows:

SEWER CREDIT DUE = WATER USAGE DURING BREAKAGE PERIOD LESS THE CUSTOMERS AVERAGE WATER USAGE DURING LIKE PERIODS OF TIME MULTIPLIED BY THE SEWER RATE IN EFFECT AT THE TIME OF THE LEAK.

B. Other Utilities. Prior to installing underground cables, lines, conduit or other facilities in the area of Authority water supply and sanitary sewer collection lines, representatives of companies installing such cables, lines, conduit, or other facilities shall contact the Authority to file such companies' construction plan and schedule and to review the engineering plans illustrating the location of Authority lines.

C. Implementation of Order. This Order shall become effective ~~April 1, 2024~~upon the Effective Date of that certain Memorial Villages Water Authority Wholesale Wastewater Service Agreement between the Authority and City of Bunker Hill Village: , 2025.

* * *

MEMORIAL VILLAGES WATER AUTHORITY

1955 GAYLORD DRIVE

HOUSTON, TEXAS 77024

(713) 465-8318

CUSTOMER APPLICATION AND SERVICE AGREEMENT

NAME: _____

MAILING ADDRESS: _____

SERVICE ADDRESS: _____

SERVICE FOR: ☐ OWNERS PROPERTY ☐ RENTED/LEASED PROPERTY ☐ BUSINESS PROPERTY

☐ VACANT LOT/PROPERTY ☐ BUILDERS PROPERTY ☐ REALTORS PROPERTY ☐ GOVERNMENT

DATE SERVICE IS TO BEGIN: _____ TYPE OF SERVICE: ☐ WATER ☐ SEWER

The undersigned "Customer" hereby makes application for water and/or sanitary sewer service to be furnished by Memorial Villages Water Authority, the "District", to the premises described above in accordance with the operating practices of the District. The Customer agrees to take and use the same, and to pay for all water and/or sanitary sewer service supplied to said premises, at the rates now fixed, or which may be hereafter fixed, by the District, as bills are rendered therefor, is measured by the meter for water and as established for sanitary sewer service, until written notice is given by the Customer to the District at its office to discontinue service. The Customer hereby expressly agrees to, and this agreement is made subject to, all and singular the rules and regulations fixed and prescribed by the District, now in effect, or which may be hereafter fixed for the management, operation, maintenance and protection of the public water and sanitary sewer systems of the District. The Customer hereby acknowledges the following unacceptable practices are prohibited by state regulations and agrees to immediately correct any and all unacceptable practices on the premises described above.

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

In addition, the following are made a part of the application and service agreement between the District and the Customer:

- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the District.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
- F. If the Customer fails to comply with the terms of this Application and Service Agreement, the District shall have the right to terminate service immediately.

1. WATER METER, TAP & MAINTENANCE FEE:	\$ _____
2. SANITARY SEWER TAP & MAINTENANCE FEE: ...	\$ _____
3. METER DEPOSIT	\$ _____
4. AMOUNT PAID	\$ _____
5. BALANCE DUE	\$ _____

Description: _____

This Application and Service Agreement is to become a CONTRACT only upon acceptance by the undersigned Customer and Memorial Villages Water Authority.

ACCEPTED THIS THE _____ DAY OF _____,

BY: _____

APPLICANTS SIGNATURE

MEMORIAL VILLAGE WATER AUTHORITY

54438087.551138087.6/1000234208

Exhibit "A"

SAMPLE SERVICE INSPECTION CERTIFICATION

Name of PWS: _____

PWS I.D.#: _____

Location of Service: _____

I _____, upon insertion of the private plumbing facilities connected to the
aforementioned public water supply do hereby certify that, to the best of my knowledge:

	Compliance	Non- Compliance	Certificate of Compliance on File
(1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	☐	☐	☐
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approval reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	☐	☐	☐
(3) No connection exists which would allow the return of water used for condensing cooling or industrial processes back to the public water supply.	☐	☐	☐
(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988 and prior to January 4, 2014. Plumbing installed after January 4, 2014 bears the expected labeling indication <.25% lead content.	☐	☐	☐
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	☐	☐	☐

Water services shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities.

Service Lines	Lead	☐	Copper	☐	PVC	☐	Other	☐
Solder	Lead	☐	Lead Free	☐	Solvent Weld	☐	Other	☐

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Type of Registration

Date

MEMORIAL VILLAGES WATER AUTHORITY

1955 GAYLORD DRIVE

HOUSTON, TEXAS 77024

(713) 465-8318

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

Effective January 1, 1996, the Texas Natural Resource Conservation Commission (TNRCC) requires all backflow prevention assemblies to be tested upon installation and at least annually thereafter by a Certified Backflow Prevention Device Tester. This form shall be completed by a Certified Tester and returned to the Water Authority before water service can be provided.

Name of Public Water System : Memorial Villages Water Authority
Public Water System I.D. No. : 1010148

Service Address of Backflow Device: _____

Customer Name : _____

TYPE OF ASSEMBLY

☐ Reduced Pressure Principle
☐ Double Check Valve

☐ Pressure Vacuum Breaker
☐ Atmosphere Vacuum Breaker

Manufacturer _____
Model Number _____
Serial Number _____

Size _____
Located at _____
Located at _____

	REDUCED PRESSURE PRINCIPAL ASSEMBLY			PRESSURE VACUUM BREAKER	
	Double Check Valve Assembly				
	1 st Check	2 nd Check	Relief Valve	Air Inlet	Check Valve
Initial Test	DC-Closed ☐ Tight RP- _____ psid Leaked ☐	Closed Tight ☐ Leaked ☐	Opened at: _____ psid	Opened at: _____ psid Did Not Open ☐	_____ psid Leaked ☐
Repairs and Materials Used					
Test After Repair Made	DC-Closed ☐ Tight RP- _____ psid	Closed Tight ☐ Leaked ☐	Opened at: _____ psid	Opened at: _____ psid	_____ psid

THE ABOVE INFORMATION IS CERTIFIED TO BE TRUE TO THE BEST OF MY KNOWLEDGE.

Firm Name: _____ Testers Name (Print): _____

Firm Address: _____ Testers Signature: _____

Certificate No.: _____

Firm Phone No.: _____ Date: _____ Expiration Date: _____

**ORDER ADOPTING A SEWER USE ORDINANCE
A BOARD ORDER**

REGULATING THE DISCHARGE OF WASTES INTO THE SANITARY SEWERS OF THE MEMORIAL VILLAGES WATER AUTHORITY, ESTABLISHING A PERMIT SYSTEM, ESTABLISHING A SYSTEM OF CHARGES FOR SERVICES RENDERED, REGULATING UNSEWERED AND MISCELLANEOUS DISCHARGES, AND PROVIDING FOR ENFORCEMENT.

WHEREAS, the Memorial Villages Water Authority has provide facilities for the collection and treatment of wastewater to promote the health, safety, and convenience of its people and for the safeguarding of water resources common to all, and

WHEREAS, a provision has been made in the design, construction and operation of such facilities to accommodate certain types and quantities of industrial wastes in addition to normal wastewater, and

WHEREAS, it is the obligation of the producers of industrial waste to defray the costs of the wastewater treatment services rendered by the Memorial Village Water Authority in an equitable manner and, insofar as it is practicable, in proportion to benefits derived, and

WHEREAS, protection of the quality of the effluent and proper operation of the wastewater collection and treatment facilities may require either the exclusion, pretreatment, or controlled discharge at point of origin of certain types of quantities of industrial wastes, and

WHEREAS, the Memorial Villages Water Authority shall require future compliance with any rules and regulations promulgated under Section 307 of the Clean Water Act;

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

SECTION 1. Definitions. As used in this board order

- (1) "APPROVING AUTHORITY" means the Board of Supervisors of the Authority or its duly authorized representative;
- (2) "AUTHORITY" means the Memorial Villages Water Authority, Harris County, Texas, or any authorized person acting in its behalf;
- (3) "B.O.D." (Biochemical Oxygen Demand) means the quantity of oxygen by weight, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty (20) degrees centigrade;
- (4) "BUILDING SEWER" means the extension from the building drain to the Public Sewer or other place of disposal (also called the house lateral and house connection);
- (5) "C.O.D." (Chemical Oxygen Demand) means measure of the oxygen consuming capacity of inorganic and organic matter present in the water of Wastewater expressed in mg/l as the amount of oxygen consumed from a chemical oxidant in a specific test, but not differentiating between stable and unstable organic matter and thus not necessarily correlating with biochemical oxygen demand;
- (6) "CONTROL MANHOLE" means a manhole giving access to a building sewer at some point before the building sewer discharge mixes with other discharges in the Public Sewer;
- (7) "CONTROL POINT" means point of access to a course of discharge before the discharge mixes with other discharges in the Public Sewer;
- (8) "GARBAGE" means animal and vegetable Wastes and residue from preparation, cooking and dispensing of food; and from the handling, processing, storage and sale of food products and produce;
- (9) "INDUSTRIAL WASTE" means Waste resulting from any process of industry, manufacturing, trade, or business from the development of any natural resource, or any mixture of the Waste with water or Normal Wastewater, or distinct from Normal Domestic Wastewater;
- (10) "INDUSTRIAL WASTE CHARGE" means the charge made to those persons who discharge Industrial Wastes in the Authority's Sanitary Sewer system;
- (11) "MANAGER" means the General Manager of the Memorial Villages Water Authority, Harris County, Texas or his duly authorized deputy, agent or representative;
- (12) "MILLIGRAMS PER LITER" (mg/l) means the same as parts per million and is a weight-to-volume ratio; the milligram-per-liter value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water;
- (13) "NATURAL OUTLET" means any outlet into a watercourse, ditch, lake, or other body of surface water or groundwater;

(14) "NORMAL DOMESTIC WASTEWATER" means Wastewater excluding Industrial Waste discharged by a person into Sanitary Sewers and in which the average concentration of total suspended solids is not more than 250 mg/l and BOD is not more than 250 mg/l;

(15) "OVERLOAD" means the imposition of organic or hydraulic loading on a treatment facility in excess of its engineered design capacity;

(16) "PERSON" means any individual and includes any corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership association, or other legal entity;

(17) "pH" means the logarithm (Base 10) of the reciprocal of the hydrogen ion concentration;

(18) "PUBLIC SEWER" means pipe or conduit carrying Wastewater or unpolluted drainage in which owners of abutting properties shall have the use, subject to control by the Authority;

(19) "SANITARY SEWER" means a Public Sewer that conveys domestic Wastewater or Industrial Wastes or a combination of both, and into which storm water, surface water, groundwater, and other unpolluted Wastes are not intentionally passed;

(20) "SLUG" means any discharge of water, Wastewater or Industrial Waste which in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four hour concentration or flows during normal operation;

(21) "STANDARD METHODS" means the examination and analytical procedures set forth in the latest edition, at the time of analysis, of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation;

(22) "STORM SEWER" means a Public Sewer which carries storm and surface waters and drainage and into which Normal Domestic Wastewater or Industrial Wastes are not intentionally passed;

(23) "STORM WATER" means rainfall or any other forms of precipitation;

(24) "SUSPENDED SOLIDS" (SS) means solids measured in mg/l that either float on the surface of, or are in suspension in, water, Wastewater, or other liquids, and which are largely, removable by a laboratory filtration device;;

(25) "TO DISCHARGE" includes to deposit; conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of, or to allow, permit, or suffer any of these acts or omissions;

(26) "TRAP" means a device designed to skim, settle, or otherwise remove grease, oil, sand, flammable Wastes or other harmful substances;

(27) "UNPOLLUTED WASTEWATER" means water containing:

- A. no free or emulsified grease or oil;
- B. no acids or alkalis;
- C. no phenols or other substances producing taste or odor in receiving water;
- D. no toxic or poisonous substances in suspension, colloidal state, or solution;
- E. no noxious or otherwise obnoxious or odorous gases;
- F. not more than an insignificant amount in mg/1 each of suspended solids and BOD, as determined by the Texas Commission on Environmental Quality; and
- G. color not exceeding fifty (50) units as measured by the Platinum-Cobalt method of determination as specified in Standard Methods;

(28) "WASTE" means rejected, unutilized or superfluous substances in liquid, gaseous, or solid form resulting from domestic, agricultural, or industrial activities;

(29) "WASTEWATER" means a combination of the water-carried Waste from residences, business buildings, institutions and industrial establishments, together with any ground, surface, and storm water that may be present;

(30) "WASTEWATER FACILITIES" includes all facilities for collection, pumping, treating, and disposing of Wastewater, including Normal Domestic Wastewater and Industrial Wastes;

(31) "WASTEWATER TREATMENT PLANT" means any Authority-owned facilities, devices, and structures used for receiving processing and treating Wastewater, Industrial Waste, Normal Domestic Wastewater, and sludges from the Sanitary Sewers;

(32) "WASTEWATER SERVICE CHARGE" means the charge to all users of the Authority's Public Sewer system whose Wastes do not exceed in strength the concentration values established as representative of normal Wastewater; and

(33) "WATERCOURSE" means a natural or man-made channel in which a flow of water occurs, either continuously or intermittently.

SECTION 2. PROHIBITED DISCHARGES.

(1) No person may discharge to Public Sewers any Waste which by itself or by interaction with other Wastes may;

- A. Injure or interference with the Wastewater Treatment Plant or Wastewater Facilities;
- B. Constitute a hazard to humans or animals; or

C. Create a hazard in receiving waters of the Wastewater Treatment Plant effluent.

D. All discharges shall conform to requirements of this Order.

SECTION 3. CHEMICAL DISCHARGES.

(1) No discharge to Public Sewers may contain:

- A. cyanide greater than 1.0 mg/l;
- B. fluoride other than that contained in the public water supply;
- C. chlorides in concentrations greater than 250 mg/l;
- D. gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas; or
- E. substances causing an excessive Chemical Oxygen Demand (C.O.D.).

(2) No Waste or Wastewater discharged to Public Sewers may contain:

- A. strong acid, iron pickling wastes, or concentrated plating solutions whether neutralized or not;
- B. fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperature between thirty-two (32) and one hundred fifty (150) degrees Fahrenheit (0 and 65 degrees centigrade);
- C. objectionable or toxic substances, exerting an excessive chlorine requirement, to such degree that any such material received in the composite Wastewater Treatment Plant and Wastewater Facilities exceeds the limits established by the Approving Authority for such materials; or
- D. obnoxious, toxic or poisonous solids, liquids, or gases in quantities sufficient to violate the provisions of Section 2 (1);

(3) No Waste, Wastewater, or other substance may be discharged into Public Sewers which has a pH lower than 5.5 or higher than 9.5, or any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel at the Wastewater Facilities;

(4) All Waste, Wastewater, or other substance containing phenols, hydrogen sulfide, or other taste-and-odor producing substances, shall conform to concentration limits established by the Approving Authority. After treatment of the composite Wastewater, concentration limits may not exceed the requirements established by state, federal, or other agencies with jurisdiction over discharges to receiving waters.

SECTION 4. HAZARDOUS METALS AND TOXIC MATERIALS.

(1) No discharges may contain concentrations of hazardous metals other than amounts specified in subsection (2) of this section;

(2) The allowable concentrations of hazardous metals, in terms of milligrams per liter (mg/l), for discharge to inland waters, (as defined by the Texas Commission on Environmental Quality General Regulations incorporated into permits, Rule 156.19.15.001-.009, or any successor provision) and determined on the basis of individual sampling in accordance with “Standard Methods” are:

<u>Metal</u>	<u>Not to Exceed</u>		
	<u>Average</u>	<u>Daily Composite</u>	<u>Grab Sample</u>
Arsenic	0.1	0.2	0.3
Barium	1.0	2.0	4.0
Cadmium	0.05	0.1	0.2
Chromium	0.5	1.0	5.0
Copper	0.5	1.0	2.0
Lead	0.5	1.0	1.5
Manganese	1.0	2.0	3.0
Mercury	0.005	0.005	0.01
Nickel	1.0	2.0	3.0
Selenium	0.05	0.1	0.2
Silver	0.05	0.1	0.2
Zinc	1.0	2.0	6.0

Note: These concentration parameters and rules governing same are promulgated under authority of Sections 5.131 and 5.132, Texas Water Code – HAZARDOUS METALS and in accordance with Texas Commission on Environmental Quality Rule 156.19.

(3) No other hazardous metals or toxic materials may be discharged into Public Sewers without a written permit from the approving Authority specifying conditions of pretreatment, concentrations, volumes, and other applicable provisions;

(4) Prohibited hazardous materials include but are not limited to:

(5)

Antimony,	Rhenium,	Herbicides
Beryllium,	Strontium,	
Bismuth,	Tellurium,	
Molybdenum,	Fungicide	
Uranyl ion,	Pesticides; and	

SECTION 5. PARTICULATE SIZE.

(1) No person may discharge Garbage or other solids into Public Sewers unless it is shredded to a degree that all particles can be carried freely under the flow conditions normally prevailing in Public Sewers. Particles greater than one-half (1/2) inch in any dimensions are prohibited;

(2) The Approving Authority is entitled to review and approve the installation and operation of any Garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater.

SECTION 6. STORM WATER AND OTHER UNPOLLUTED DRAINAGE.

(1) No Person may discharge to Sanitary Sewers

A. unpolluted storm water, surface water, groundwater, roof runoff or subsurface drainage;

B. unpolluted cooling water;

C. unpolluted industrial process waters;

D. other unpolluted drainage; or make any new connections from inflow sources.

(2) In compliance with the Texas Water Quality Act and other statutes, the Cities served by the Approving Authority will designate storm sewers and other watercourses into which unpolluted drainage described in subsection (1) of this section may be discharged. The Authority has no jurisdiction over or responsibility for storm water and other unpolluted water drainage.

SECTION 7. TEMPERATURE.

No person may discharge liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit (65 degrees centigrade), or any substance which causes the temperature of the total Wastewater Treatment Plant influent to increase at a rate of ten (10) degrees Fahrenheit or more per hour, or a combined total increase of plant influent to one hundred ten (110) degrees Fahrenheit.

SECTION 8. RADIOACTIVE WASTES.

(1) No person may discharge radioactive wastes or isotopes into public sewers without the written permission of the Approving Authority.

(2) The Approving Authority may establish, in compliance with applicable state and federal regulations, regulations for discharge of radioactive wastes into Public Sewers.

SECTION 9. IMPAIRMENT OF FACILITIES.

(1) No Person may discharge into Public Sewers any substance capable of causing:

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Exhibit "E"

- A. Obstruction to the flow in sewers;
- B. Interference with the operation of the Wastewater Facilities or processes used thereby; or
- C. Excessive loading of Wastewater Facilities.

(2) Discharges prohibited by Section 9 (1) include, but are not limited to, materials which exert or cause concentrations of:

- A. Inert suspended solids greater than 250 mg/l including but not limited to:
 - 1) Fuller's earth
 - 2) lime slurries; and
 - 3) lime residues;
- B. Dissolved solids greater than 1,000 mg/l including but not limited to:
 - 1) sodium chloride; and
 - 2) sodium sulfate;
- C. Excessive discoloration including but not limited to:
 - 1) dye wastes; and
 - 2) vegetable tanning solutions; or
- D. BOD, COD, or chlorine demand in excess of normal Wastewater Treatment Plant capacity.

(3) No Person may discharge into Public Sewers any substance that may:

- A. deposit grease or oil in the sewer lines in such a manner as to clog the sewers;
- B. overload skimming and grease handling equipment;
- C. pass to the receiving waters without being effectively treated by normal Wastewater treatment processes due to the non-amenability of the substance to bacterial action; or
- D. deleteriously affect the treatment process due to excessive quantities.

(4) No Person may discharge any substance into Public Sewers which:

- A. is not amenable to treatment or reduction by the processes and facilities employed; or

B. is amenable to treatment only to such a degree that the Wastewater Treatment Plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(5) The Approving Authority shall regulate the flow and concentration of slugs when they may:

- A. impair the treatment process;
- B. cause damage to Wastewater Facilities;
- C. incur treatment costs exceeding those for normal Wastewater; or
- D. render the effluent unfit for stream disposal or industrial use.

(6) No Person may discharge into Public Sewers solid or viscous substances which may violate subsection (1) of this section if present in sufficient quantity or size including but not limited to:

ashes;
cinders;
sand;
mud;
straw;
shavings;
metal;
glass;
rags;
feathers;
tar;
plastics;
wood;
underground Garbage;
whole blood;
paunch manure;
hair and fleshings;
entrails;
paper products, either whole or ground by Garbage grinders;
slops;
chemical residues;
paint residues; or
bulk solids.

SECTION 10. COMPLIANCE WITH EXISTING AUTHORITY.

(1) Unless exception is granted by the Approving Authority, the Public Sewer system shall be used by all Persons discharging;

- A. Wastewater;
- B. Industrial Waste;
- C. polluted liquids.

(2) Unless authorized by the Texas Commission on Environmental Quality, no Person may deposit or discharge any Waste included in subsection (1) of this section on public or private property or into or adjacent to any:

- A. Natural Outlet;
- B. Watercourse;
- C. Storm Sewer;
- D. Other area within the jurisdiction of the Authority.

(3) The Approving Authority shall verify prior to discharge that Wastes authorized to be discharged will receive suitable treatment within the provisions of laws, regulations, board orders, rules and orders of federal, state and local governments.

SECTION 11. APPROVING AUTHORITY REQUIREMENTS.

(1) If discharges or proposed discharges to Public Sewers may:

- A. deleteriously affect Wastewater Facilities, processes, equipment, or receiving waters;
- B. create a hazard to life or health; or
- C. create a public nuisance;

the Approving Authority shall require:

- 1) pretreatment to an acceptable condition for discharge to the Public Sewers;
- 2) control over the quantities and rates of discharge; and
- 3) payment to cover the cost of handling and treating the Wastes.

(2) The Approving Authority is entitled to determine whether a discharge or proposed discharge is included under subsection (1) of this section.

(3) The Approving Authority shall reject Wastes when it determines that a discharge or proposed discharge does not meet the requirements of subsection f(1) of this section.

SECTION 12. APPROVING AUTHORITY REVIEW AND APPROVAL.

(1) If pretreatment or control is required, the Approving Authority shall review and approve design and installation of equipment and processes.

(2) The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.

(3) Any Person responsible for discharges requiring pretreatment, flow equalizing, or other facilities shall provide and maintain the facilities in effective operating condition at his own expense.

SECTION 13. REQUIREMENTS FOR TRAPS.

(1) Discharges requiring a trap include:

A. Grease or Waste containing grease in amounts that will impede or stop the flow in the Public Sewers;

B. oil;

C. sand;

D. flammable Wastes; and

E. other harmful ingredients.

Any Person responsible for discharges requiring a trap shall at his own expense and as required by the Approving Authority:

1) provide equipment and facilities of a type and capacity approved by the Approving Authority;

2) locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and

3) maintain the trap in effective operating condition.

SECTION 14. REQUIREMENTS FOR BUILDING SEWERS.

(1) Any Person responsible for discharges through a Building Sewer carrying industrial Wastes shall, at his own expense and as required by the Approving Authority:

A. install an accessible control Manhole;

B. install meters and other appurtenances to facilitate observation sampling and measurement of the Waste;

C. install safety equipment and facilities (ventilation, steps. . .) where needed;
and

D. maintain the equipment and facilities.

SECTION 15. SAMPLING AND TESTING.

(1) Sampling shall be conducted according to customarily accepted methods, reflecting the effect of constituents upon the sewage works and determining the existence of hazards to health, life, limb, and property.

Note: The particular analysis involved will determine whether a twenty-four (24) hour composite sample from all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls. Where applicable, 16-hour, 8-hour or some other period may be required. Periodic grab samples are used to determine pH and oil and grease.

(2) Examination and analyses of the characteristics of waters and Wastes required by this Order shall be;

A. conducted in accordance with the latest edition of Standard Methods; and

B. determined from suitable samples taken at the Control Manhole provided or other control point authorized by the Approving Authority.

(3) BOD and Suspended Solids shall be determined from composite sampling, except to detect unauthorized discharges.

(4) The Approving Authority shall determine which users or classes of users may contribute Wastewater which is of greater strength than Normal Domestic Wastewater. All users or classes of users so identified shall be sampled for flow, BOD, TSS and pH at least annually.

(5) The Authority may select an independent firm or laboratory to determine flow, BOD, and suspended solids, if necessary. Flow may alternately be determined by water meter measurements if no other flow device is available and no other source of raw water is used.

SECTION 16. USER CHARGE SYSTEM.

(1) Persons making discharges of Industrial Waste into the Authority's Sanitary Sewer system shall pay a charge to cover all costs of collection and treatment.

(2) When discharges of any Waste into the Authority's Sanitary Sewer system are approved by the Approving Authority, the Authority or its authorized representative shall enter into a written agreement or arrangement providing:

A. terms of acceptance by the Authority;

B. payment by the Person making the discharge;

C. sewer connection procedures and requirements shall be in accordance with the Ordinances of the Cities served by the Authority;

D. Payment of the sewer connection fee as set forth in the Authority's rate order; and

E. Construction of sewer connections shall be approved by the Authority's manager prior to sewer use.

~~(3) The following section describes the User Charge System for City of Bunker Hill Village (the "City"):~~

~~A. The Authority will review and adjust the City's rate on April 1, 2024 and thereafter on or about each May 1 commencing May 1, 2025 or more frequently as needed. Such rate shall be reflected in the Amended and Restated Order Setting Water and Sewer Service Rates, Establishing Tap Fees, Adopting Rules and Regulations Concerning District's Waterworks and Sanitary Sewer System, and Establishing Policy with Respect to Fire Hydrants, Manholes, Meter Boxes and Clean-Outs to which this Sanitary Sewer Use Ordinance is attached.~~

~~B. The terms used in the succeeding paragraph have the following meanings:~~

~~1) "Actual WWTPT Costs" shall consist of the following:~~

~~(i) annual operating, maintenance and repair costs of the WWTPT incurred in the True-Up Calculation Period.~~

~~(ii) capital costs related to the WWTPT incurred in the True-Up Calculation Period.~~

~~(iii) the carry cost of funding the capital costs incurred in the True-Up Calculation Period at an estimated market rate, currently determined to be 4% per annum.~~

~~2) "Calculation Period" shall consist of a five year period commencing May 1, 2024 and each fourth May 1 thereafter. For example, if a rate is set and becomes effective May 1, 2024, the Calculation Period would consist of the annual period from May 1, 2024 through April 30, 2025 and the succeeding four year periods commencing on each May 1. The Calculation Period shall terminate April 30, 2029.~~

~~3) "Projected WWTPT Costs" shall consist of the following:~~

~~(i) annual operating, maintenance and repair costs of the WWTPT expected to be incurred for each year of the 5-year Calculation Period.~~

~~(ii) capital costs related to the WWTPT expected to be incurred for each year of the 5-Year Calculation Period.~~

~~(iii) the carry cost of funding the capital costs expected to be incurred in each year of the 5-Year Calculation Period at an estimated market rate, currently determined to be 4% per annum.~~

4) ~~“Pro Rata” shall mean the percentage calculated by dividing the metered sewer flow from the City by the total metered sewer flow of the WWTP and multiplying the quotient by 100. For example, if the metered sewer flow of the City is 300,000 gallons and the total metered sewer flow of the WWTP is 600,000 gallons, then 300,000 divided by 600,000 is 0.5 and 0.5 multiplied by 100 equals 50. So the City’s Pro Rata share is 50%.~~

5) ~~“True-Up” shall mean a calculation of the difference between what the City paid for sewer services for the True-Up Calculation Period and what it would have paid for sewer services for the True-Up Calculation Period had it paid its Pro Rata share of Actual WWTPPT Costs. This amount may be negative (a deficiency) or positive (a surplus). In the event the True-Up shows a deficiency, the Authority’s carry cost for funding the deficiency at an estimated market rate will be added to the deficiency. In the event the True-Up shows a surplus, the City’s carry cost for funding the surplus at an estimated market rate will be added to the surplus.~~

6) ~~“True-Up Calculation Period” shall mean the twelve month period commencing April 1, 2024 and each twelve month period thereafter.~~

7) ~~“WWTP” shall mean the Authority’s Wastewater Treatment Plant.~~

8) ~~“WWTPPT” shall mean the Authority’s Wastewater Treatment Plant and the Trunk Line carrying the City’s wastewater to the Wastewater Treatment Plant.~~

~~C. The City’s annual rate shall be equal to the average of the five rates projected to be needed over the Calculation Period to produce an amount equal to the City’s Pro Rata share of all Projected WWTPPT Costs anticipated to be incurred during each year of the Calculation Period using an estimate of the City’s average annual Pro Rata share of wastewater volume during the Calculation Period, plus the True-Up.~~

~~D. The Authority reserves the right to change this methodology at any time it concludes that such methodology does not fairly and equitably distribute the WWTPPT Costs between the City and the Authority.~~

SECTION 17. SAVINGS CLAUSE.

(1) A Person discharging Wastes into Public Sewers prior to the effective date of this board order may continue without penalty so long as he:

A. does not increase the quantity or decrease the quality of discharge without permission of the Approving Authority;

B. has discharged the Waste at least twelve months prior to the effective date of this Order; and

C. applies for and is granted a permit no later than ninety days after the effective date of this Order.

SECTION 18. CONDITIONS OR PERMITS.

(1) The Authority may grant a permit to discharge to Persons meeting all requirements of the savings clause provided that the person:

A. Submits an application within ninety days after the effective date of this Order on forms supplied by the Approving Authority;

B. secures approval by the Approving Authority of plans and specifications for the facilities when required; and

C. has complied with all requirements for agreements or arrangements including but not limited to, provisions for:

1) payment of charges;

2) installation and operation of the facilities and of pretreatment facilities, if required; and,

3) sampling and analysis to determine quantity and strength when directed by the Authority; and,

4) provides a sampling point, when requested by the Authority, subject to the provisions of this Order and approval of the Approving Authority.

(2) A Person applying for a new discharge shall:

A. meet all conditions of subsection (1) of this section; and

B. secure a permit prior to discharging any Waste.

SECTION 19. POWER TO ENTER PROPERTY.

(1) The Manager and other duly authorized employees of the Authority bearing proper credentials and identification are entitled to enter any public or private property at any reasonable time for the purpose of enforcing this Order.

(2) Anyone acting under this authority shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection.

(3) Except when caused by negligence or failure of Person(s) to maintain safe conditions, the Authority shall indemnify the Person(s) whose property its Manager or other duly authorized employees have entered against loss or damage to their property by Authority's employees and against liability claims and demands for personal injury or property damage asserted against the Person(s) and growing out of the sampling operation.

(4) The Manager and other duly authorized employees of the Authority bearing proper credentials and identification are entitled to enter all private properties through which the Authority holds a valid and duly dedicated easement for the purposes of:

A. inspection, observation, measurement, sampling or repair;

B. maintenance of any portion of the Authority's system lying within the easements; and,

C. conducting any other authorized activity. All activities shall be conducted in full accordance with the terms of the negotiated easement pertaining to the private property involved.

(5) No person acting under authority of this provision may inquire into any processes including metallurgical, chemical, oil refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the Public Sewers.

SECTION 20. AUTHORITY TO DISCONNECT SERVICE.

(1) The Authority may terminate water and Wastewater disposal service and disconnect a customer from the system when:

A. acids or chemicals which may damage the sewer lines or treatment process are released to the Public Sewer potentially causing accelerated deterioration of these structures of interfering with proper conveyance and treatment of Wastewater;

B. a governmental agency informs the Authority that the effluent from the Wastewater Treatment Plan is no longer of a quality permitted for discharge to a watercourse, and it is found that the customer is delivering Wastewater to the Authority's system that cannot be sufficiently treated or requires treatment that is not provided by the Authority as Normal Domestic Treatment; or

C. the customer;

1) discharges Waste or Wastewater that is in violation of the permit issued by the Approving Authority;

2) discharges Wastewater at an uncontrolled, variable rate in sufficient quantity to cause an imbalance in the Wastewater Facilities;

3) fails to pay monthly bills for water and sanitary sewer services when due; or

4) repeats a discharge of prohibited Wastes to Public Sewers in violation of Sections 2 through 9 as stated above.

(2) If service is discontinued pursuant to subsection (1)B of this section, the Authority shall:

A. disconnect the customer;

B. supply the customer with the governmental agency's report and provide the customer with all pertinent information; and

C. continue disconnection until such time as the customer provides pretreatment/additional pretreatment or other facilities designed to remove the objectionable characteristics from his Wastes;

D. exercise any other rights, impose any other charges or penalties, and enforce any other relevant provisions of its rate Order as referred to in Section 16 hereof.

SECTION 21. NOTICE.

The Authority shall serve Persons discharging in violation of this Order with written notice stating the nature of the violation and providing a reasonable time limit for satisfactory compliance.

SECTION 22. CONTINUING PROHIBITED DISCHARGES.

No Person may continue discharging in violation of this Order beyond the time limit provided in the notice.

SECTION 23. PENALTY.

(1) A Person who continues prohibited discharges is guilty of a misdemeanor and upon conviction is punishable by a fine of not more than \$200 for each act of violation and for each day of violation.

(2) In addition to proceeding under authority of subsection (1) of this section, the Authority is entitled to pursue all other remedies to which it is entitled under authority of statutes or other board orders against a person continuing prohibited discharges.

SECTION 24. FAILURE TO PAY.

In addition to sanctions provided for by this Order, the Authority is entitled to exercise sanctions provided for by any other board orders of the Authority for failure to pay bills for water and sanitary sewer service when due.

SECTION 25. PENALTY FOR CRIMINAL MISCHIEF.

The Authority may pursue all criminal and civil remedies to which it is entitled under authority of statutes and board orders against a Person negligently, willfully or maliciously causing loss by tampering with or destroying Public Sewers or Wastewater Facility.

SECTION 26. REPEALING CLAUSE.

All Orders or parts of Orders adopted by the Authority inconsistent with the terms of this Order are hereby repealed, provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Order shall be cumulative of other Orders regulating and governing the subject matter covered by this Order.

SECTION 27. SEPARABILITY CLAUSE.

Nothing in this Order shall be construed to violate any provisions of the Constitution of the United States of America or the Constitution of the State of Texas and all acts hereunder shall be done in such a manner as may conform thereto. If any word, phrase, clause, paragraph, sentence, part, portion or provision of this Order or the application thereof to any person or circumstance is held to be invalid or unconstitutional, the remainder of these shall nevertheless be valid and the Authority hereby declares this Order would have been enacted without such invalid word, phrase,

clause, paragraph, sentence, part, portion or provision. All of the terms and provisions of this Order are to be liberally construed to effectuate the purposes, power, rights, functions and authorities herein contained.

SECTION 28. EFFECTIVE DATE.

The revision to this Order Adopting a Sewer Use Ordinance, attached hereto as Exhibit E shall be effective April 1, 2024.

Summary report: Litera Compare for Word 11.9.0.82 Document comparison done on 3/10/2025 12:47:49 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanager.com/US19XX/51138087/5	
Modified DMS: iw://cloudimanager.com/US19XX/51138087/6	
Changes:	
<u>Add</u>	11
Delete	42
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	8
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	61



EXHIBIT F

March 6, 2025

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

RE: \$3,000,000.00 REVENUE Tax NOTE

Dear Mr. Cantu,

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

BORROWER(s): **Memorial Villages Water Authority** (hereinafter referred to as "Borrower" or the "Authority")

ACCEPTANCE: **Please initial at the bottom of the pages as indicated, execute the signature page, and return this letter to Lender no later than Tuesday, April 1, 2025 or this commitment is void.**

P.O. Box 41314
Houston, TX 77241-1314
STELLAR.BANK

Initials: _____

EXPIRATION OF COMMITMENT: Unless specifically extended in writing by Lender, this commitment will expire and become void on April 1, 2025. If you wish to cancel this commitment prior to this date, please provide written notice to Lender as soon as possible.

LOAN AMOUNT: \$3,000,000.00

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

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

PURPOSE/USE OF PROCEEDS: Funds may be used to assist the Authority with Capital Improvement Projects within the scope of the Authority's role as a provider of water and sewer to area residents. Loan proceeds may not be used for working capital purposes.

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

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

Initials: _____



INTEREST RATE: A.) 5.00% Tax-Exempt Fixed Rate **OR**
B.) 4.61% Tax-Exempt Fixed Rate with buy down (see Cost and Expenses.)

ATTORNEY FEE: Bank Counsel fees not to exceed \$6,000

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

COLLATERAL:

Collateral Description	Lien Position
Pledge of Authority Water and Sewer Revenues	1st

PREPAYMENT PENALTY: None

COST AND EXPENSES: \$15,000 origination due to Lender to obtain lower rate. (Option B)

INSURANCE: N/A

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

1. Comprehensive Annual Financial Report of the Borrower (due 240 days after each fiscal year end)

FINANCIAL COVENANTS: No additional parity debt without lender approval

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

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

Initials: _____



2. Other terms, conditions, and documentation as may be required by Lender's legal counsel or as may be discovered by Lender in completing the Loan documentation; and
3. The Loan documents will be provided to Borrower prior to closing for review and comments.

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

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

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

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

This commitment letter dated, March 6, 2025, sets forth the entire agreement and understanding of the parties with respect to the Loan and supersedes all prior agreements written or oral with respect therein. Thereafter, this commitment together with the Loan Agreement and the other documents executed at closing or required therein shall set forth the entire agreement and understanding of the parties with respect to the Loan. Borrower understands and acknowledges that it may not rely upon any statements or representations made by any person in connection with the Loan unless they are contained in this commitment or in a subsequent letter signed by a duly authorized officer of Lender. This commitment may not be modified or amended, except in writing signed by the parties hereto.

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

Initials: _____



Sincerely,

Michelle Valencia
Senior Vice President
Government Banking Stellar Bank

****Borrower Signature Page Follows****

Initials: _____



ACCEPTANCE OF COMMITMENT

BORROWER:

By: _____

Date: _____

Mr. Trey Cantu, General Manager

Memorial Villages Water Authority

Initials: _____





Memorial Villages Water Authority, TX

EXHIBIT G

Budget Comparison Report Account Detail

Account Number		2022-2023 Total Activity	2023-2024 Total Activity	2024-2025 YTD Activity Through Feb	Comparison 1 Budget		Comparison 1 to Parent Budget Increase / (Decrease)	%
					Parent Budget 2024-2025 FORMAL ADOPT	2025 - 2026 DRAFT		
Department: 00 - NON-DEPARTMENTAL								
Revenue								
01-00-4010	WATER SALES	5,545,857.80	6,262,775.70	4,751,669.70	5,000,000.00	5,500,000.00	500,000.00	10.00%
01-00-4020	SEWER SALES	2,324,048.55	2,307,581.46	1,921,574.58	2,400,000.00	2,500,000.00	100,000.00	4.17%
01-00-4030	LATE PENALTIES	25,318.12	23,510.36	27,577.97	30,000.00	30,000.00	0.00	0.00%
01-00-4040	COMPLETED TAPS/TAP REVENUE	16,150.00	45,332.00	29,475.00	50,000.00	50,000.00	0.00	0.00%
01-00-4050	MISCELLANEOUS REVENUE	3,969.58	16,909.65	28,875.59	6,000.00	6,000.00	0.00	0.00%
01-00-4060	UTILITY CONVENIENCE FEES	0.00	0.00	375.41	0.00	2,000.00	2,000.00	0.00%
01-00-4170	SEWER SERV-BUNKER HILL VILL	480,669.17	702,068.64	517,333.45	1,680,000.00	2,431,963.00	751,963.00	44.76%
01-00-4200	INTEREST EARNED-OPERATING	75,215.94	303,652.66	236,682.99	280,000.00	320,000.00	40,000.00	14.29%
01-00-4310	TAX REVENUE COLLECTED	1,570,293.00	1,611,580.78	1,544,737.55	1,550,000.00	1,650,000.00	100,000.00	6.45%
01-00-4320	P & I REVENUE COLLECTED	14,480.00	9,924.72	10,396.10	0.00	10,000.00	10,000.00	0.00%
01-00-4365	TAXES OTHER FEES	0.00	544.61	240.50	0.00	0.00	0.00	0.00%
Total Revenue:		10,056,002.16	11,283,880.58	9,068,938.84	10,996,000.00	12,499,963.00	1,503,963.00	13.68%
Total Department: 00 - NON-DEPARTMENTAL:		10,056,002.16	11,283,880.58	9,068,938.84	10,996,000.00	12,499,963.00	1,503,963.00	13.68%
Department: 01 - WATER PLANT								
Expense								
01-01-5113	SALARY & WAGES-WP	144,198.47	314,926.80	234,933.07	337,400.00	296,390.00	-41,010.00	-12.15%
01-01-5114	WATER PLANT- OVERTIME	24,978.67	58,438.44	58,943.18	60,000.00	73,800.00	13,800.00	23.00%
01-01-5117	WATER PLANT-VAC. HOLIDAYS	68,639.82	41,155.27	36,251.41	43,000.00	34,533.00	-8,467.00	-19.69%
01-01-5214	PAYROLL TAX EXPENSE-WP	24,731.46	32,440.47	25,731.69	31,000.00	32,486.30	1,486.30	4.79%
01-01-6100	OUTSIDE LABOR-WP	0.00	0.00	0.00	1,500.00	100.00	-1,400.00	-93.33%
01-01-6101	SOFTWARE & DATA EXPENSE-W	17,678.94	10,408.43	4,328.43	15,000.00	14,500.00	-500.00	-3.33%
01-01-6103	CONSULTING SERVICES - WP	0.00	0.00	0.00	0.00	3,000.00	3,000.00	0.00%
01-01-6125	WATER ANALYSIS FEE-WP	7,216.41	9,878.27	14,115.00	17,100.00	18,400.00	1,300.00	7.60%
01-01-6130	GROUND WATER CREDITS PUR	149,163.30	-21,737.00	0.00	0.00	500.00	500.00	0.00%
01-01-6131	TCEQ INSPECTION FEES-WP	9,251.20	9,976.20	-10,525.76	10,000.00	10,100.00	100.00	1.00%
01-01-6133	LANDSCAPING-WP	101.01	0.00	0.00	2,000.00	31,000.00	29,000.00	1,450.00%
01-01-6135	PURCHASE SURFACE WATER-H	3,166,243.40	3,256,280.64	2,459,740.90	3,500,000.00	3,600,000.00	100,000.00	2.86%
01-01-6161	PERMITS - GROUND WATER-W	34,261.25	12,524.00	309.00	30,000.00	30,000.00	0.00	0.00%
01-01-6300	TRUCK EXPENSE-WP	7,838.85	19,983.61	1,104.55	10,000.00	6,200.00	-3,800.00	-38.00%
01-01-6301	VEHICLE EXP. & REIMBURSEME	4,200.00	4,200.00	3,500.00	3,000.00	4,200.00	1,200.00	40.00%
01-01-6400	PURCHASE OF EQUIPMENT-WF	0.00	16,900.00	1,684.00	10,000.00	32,100.00	22,100.00	221.00%

Budget Comparison Report

Account Number	2022-2023 Total Activity	2023-2024 Total Activity	2024-2025 YTD Activity Through Feb	Parent Budget		Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2024-2025 FORMAL ADOPT	2025 - 2026 DRAFT			
EQUIPMENT EXPENSE-WP	2,621.63	0.00	0.00	4,500.00	4,000.00	-500.00	-11.11%	
MAINTENANCE & REPAIRS-WP	152,299.63	168,862.30	165,479.01	220,200.00	213,700.00	-6,500.00	-2.95%	
REPAIRS TO BUILDING/GROUN	0.00	0.00	13,458.10	5,000.00	5,000.00	0.00	0.00%	
EQUIPMENT RENTAL-WP	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00%	
NATURAL GAS-WP	243,305.90	230,965.68	7,547.75	3,500.00	3,500.00	0.00	0.00%	
ELECTRICITY-WP	0.00	60,050.87	227,536.89	295,000.00	300,000.00	5,000.00	1.69%	
TELEPHONE EXP/CABLE-WP	34,801.49	34,708.45	28,440.18	36,400.00	38,700.00	2,300.00	6.32%	
INSURANCE-WP	12,608.81	10,487.75	13,637.55	12,000.00	14,000.00	2,000.00	16.67%	
FREIGHT CHARGES-WP	0.00	37.25	0.00	500.00	500.00	0.00	0.00%	
OFFICE FURNITURE & FURNISH	0.00	0.00	0.00	500.00	1,000.00	500.00	100.00%	
MEDICAL EXPENSES-W.P.	0.00	0.00	0.00	200.00	200.00	0.00	0.00%	
GASOLINE/DIESEL-WP	0.00	1,389.33	6,534.48	4,300.00	11,000.00	6,700.00	155.81%	
CHEMICALS-WP	96,132.54	115,813.17	80,034.00	121,000.00	118,100.00	-2,900.00	-2.40%	
TOOLS-WP	731.58	315.73	315.00	1,000.00	1,500.00	500.00	50.00%	
UNIFORMS-WP	7,478.47	12,360.76	9,796.16	11,300.00	11,500.00	200.00	1.77%	
MISCELLANEOUS-WP	3,209.14	1,053.30	0.00	1,000.00	500.00	-500.00	-50.00%	
WATER PLANT IMPROVEMENT	271,797.09	72,000.02	0.00	0.00	0.00	0.00	0.00%	
PINEY POINT BOOSTER PUMP F	0.00	0.00	765,651.53	725,000.00	0.00	-725,000.00	-100.00%	
DEPRECIATION - WP	0.00	756,857.99	0.00	0.00	0.00	0.00	0.00%	
ENGINEERING EXP-WP	128,383.52	37,655.93	-925.64	0.00	0.00	0.00	0.00%	
ENGINEERING FEE - PINEY POIN	0.00	0.00	94,557.47	106,000.00	0.00	-106,000.00	-100.00%	
Total Expense:	4,611,872.58	5,267,933.66	4,242,177.95	5,619,400.00	4,912,509.30	-706,890.70	-12.58%	
Total Department: 01 - WATER PLANT:								
	4,611,872.58	5,267,933.66	4,242,177.95	5,619,400.00	4,912,509.30	-706,890.70	-12.58%	
Department: 02 - WATER DISTRIBUTION								
Expense								
01-02-5113	165,586.95	184,695.77	180,892.36	270,200.00	229,552.80	-40,647.20	-15.04%	
01-02-5114	28,424.93	2,989.93	2,984.48	6,000.00	3,600.00	-2,400.00	-40.00%	
01-02-5117	0.00	19,188.52	27,642.48	20,000.00	31,751.00	11,751.00	58.76%	
01-02-5214	15,088.90	15,868.35	16,891.57	17,000.00	20,983.00	3,983.00	23.43%	
01-02-6100	6,384.64	18,768.75	0.00	1,500.00	2,000.00	500.00	33.33%	
01-02-6101	1,129.25	0.00	0.00	0.00	0.00	0.00	0.00%	
01-02-6132	20,976.07	31,912.73	19,562.49	22,000.00	22,000.00	0.00	0.00%	
01-02-6301	8,347.99	5,238.34	712.99	4,300.00	5,900.00	1,600.00	37.21%	
01-02-6301	1,800.00	1,800.00	1,500.00	3,000.00	3,000.00	0.00	0.00%	
01-02-6400	53,491.50	0.00	0.00	0.00	200.00	200.00	0.00%	
01-02-6401	869.49	0.00	0.00	3,000.00	2,000.00	-1,000.00	-33.33%	
01-02-6500	202,666.23	476,006.60	466,929.44	419,500.00	428,000.00	8,500.00	2.03%	
01-02-6600	0.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00%	
01-02-6702	1,334.96	1,513.60	2,900.49	1,600.00	5,300.00	3,700.00	231.25%	

Budget Comparison Report

Account Number	2022-2023 Total Activity	2023-2024 Total Activity	2024-2025 YTD Activity Through Feb	Comparison 1 Budget		Comparison 1 to Parent Budget Increase / (Decrease)	%
				Parent Budget 2024-2025 FORMAL ADOPT	2025 - 2026 DRAFT		
01-02-6800	13,869.85	10,487.75	13,637.55	12,000.00	14,000.00	2,000.00	16.67%
01-02-6900	0.00	0.00	0.00	500.00	500.00	0.00	0.00%
01-02-6901	2,835.00	0.00	0.00	0.00	0.00	0.00	0.00%
01-02-7000	0.00	1,604.95	7,373.09	6,000.00	9,000.00	3,000.00	50.00%
01-02-7001	0.00	0.00	0.00	500.00	500.00	0.00	0.00%
01-02-7002	336.62	1,468.71	418.09	1,000.00	2,000.00	1,000.00	100.00%
01-02-8000	3,202.45	4,109.96	2,678.35	2,000.00	1,000.00	-1,000.00	-50.00%
01-02-9000	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
01-02-9002	0.00	0.00	0.00	800,000.00	800,000.00	0.00	0.00%
01-02-9400	330.05	2,908.47	0.00	0.00	0.00	0.00	0.00%
01-02-9402	0.00	0.00	3,662.50	120,000.00	144,000.00	24,000.00	20.00%
Total Expense:	526,674.88	778,562.43	747,785.88	1,711,100.00	1,726,286.80	15,186.80	0.89%
Total Department: 02 - WATER DISTRIBUTION:	526,674.88	778,562.43	747,785.88	1,711,100.00	1,726,286.80	15,186.80	0.89%
Department: 03 - WASTEWATER TREATMENT PLANT							
Expense							
01-03-5113	261,454.20	311,050.63	255,001.56	347,600.00	351,124.00	3,524.00	1.01%
01-03-5114	24,604.56	23,286.22	34,182.90	30,000.00	42,000.00	12,000.00	40.00%
01-03-5117	53,469.09	44,876.32	53,588.73	40,000.00	56,166.78	16,166.78	40.42%
01-03-5214	25,519.31	28,658.16	26,998.80	20,000.00	33,729.18	13,729.18	68.65%
01-03-6100	32,031.50	0.00	4,200.00	1,500.00	0.00	-1,500.00	-100.00%
01-03-6101	8,512.72	1,442.82	1,443.07	10,000.00	8,500.00	-1,500.00	-15.00%
01-03-6103	0.00	0.00	0.00	0.00	4,300.00	4,300.00	0.00%
01-03-6106	3,369.03	2,099.64	2,257.11	5,500.00	5,500.00	0.00	0.00%
01-03-6125	37,588.87	30,552.82	14,190.77	37,700.00	37,800.00	100.00	0.27%
01-03-6131	20,272.44	251.38	40,306.88	22,300.00	22,500.00	200.00	0.90%
01-03-6133	0.00	0.00	0.00	600.00	600.00	0.00	0.00%
01-03-6134	231,045.39	203,902.65	149,972.13	160,500.00	160,000.00	-500.00	-0.31%
01-03-6142	0.00	0.00	46,942.78	0.00	0.00	0.00	0.00%
01-03-6300	9,853.28	9,794.62	1,448.91	3,700.00	3,700.00	0.00	0.00%
01-03-6400	0.00	0.00	0.00	45,000.00	200.00	-44,800.00	-99.56%
01-03-6401	990.00	2,999.97	0.00	2,600.00	2,500.00	-100.00	-3.85%
01-03-6500	162,726.41	125,003.45	103,048.04	329,700.00	225,500.00	-104,200.00	-31.60%
01-03-6502	1,238.69	14,639.96	21,601.64	40,000.00	22,000.00	-18,000.00	-45.00%
01-03-6600	2,183.64	0.00	0.00	3,000.00	3,500.00	500.00	16.67%
01-03-6700	131,689.77	148,750.30	54.00	3,500.00	500.00	-3,000.00	-85.71%
01-03-6701	0.00	43,545.07	143,282.66	180,000.00	170,000.00	-10,000.00	-5.56%
01-03-6702	11,835.25	11,742.74	9,773.89	14,900.00	12,800.00	-2,100.00	-14.09%
01-03-6800	13,869.69	10,487.73	13,637.55	12,000.00	14,000.00	2,000.00	16.67%
01-03-6900	0.00	36.09	30.10	500.00	800.00	300.00	60.00%

Budget Comparison Report

Account Number	2022-2023 Total Activity	2023-2024 Total Activity	2024-2025 YTD Activity Through Feb	Parent Budget		Comparison 1 Budget		Comparison 1 to Parent Budget		%
				2024-2025 FORMAL ADOPT	2025 - 2026 DRAFT	Increase / (Decrease)				
01-03-6902	0.00	28.96	0.00	500.00	600.00	100.00				20.00%
01-03-6903	0.00	0.00	0.00	200.00	300.00	100.00				50.00%
01-03-7000	0.00	301.48	12,083.25	5,000.00	6,500.00	1,500.00				30.00%
01-03-7001	109,606.91	115,486.59	92,652.04	135,400.00	130,200.00	-5,200.00				-3.84%
01-03-7002	1,458.10	2,219.46	867.86	2,000.00	2,000.00	0.00				0.00%
01-03-7007	4,150.72	3,723.16	4,581.45	3,500.00	3,700.00	200.00				5.71%
01-03-7100	5,456.04	9,430.16	6,246.17	7,800.00	8,000.00	200.00				2.56%
01-03-8000	442.94	0.00	52.16	1,000.00	1,000.00	0.00				0.00%
01-03-9000	118,618.50	185,720.18	0.00	0.00	0.00	0.00				0.00%
01-03-9003	0.00	0.00	1,178,786.25	2,000,000.00	0.00	-2,000,000.00				-100.00%
01-03-9004	0.00	0.00	136,555.50	170,000.00	0.00	-170,000.00				-100.00%
01-03-9005	0.00	0.00	0.00	80,000.00	0.00	-80,000.00				-100.00%
01-03-9006	0.00	0.00	0.00	0.00	1,886,000.00	1,886,000.00				0.00%
01-03-9007	0.00	589,202.08	0.00	0.00	387,000.00	387,000.00				0.00%
01-03-9300	0.00	0.00	0.00	0.00	0.00	0.00				0.00%
01-03-9400	14,630.54	77,191.76	86,790.23	0.00	0.00	0.00				0.00%
01-03-9403	0.00	0.00	49,098.66	300,000.00	0.00	-300,000.00				-100.00%
01-03-9404	0.00	0.00	10,274.16	25,000.00	0.00	-25,000.00				-100.00%
01-03-9405	0.00	0.00	0.00	12,000.00	0.00	-12,000.00				-100.00%
01-03-9406	0.00	0.00	0.00	0.00	339,480.00	339,480.00				0.00%
01-03-9407	0.00	0.00	0.00	0.00	69,660.00	69,660.00				0.00%
Total Expense:				4,053,000.00	4,012,159.96	-40,840.04				-1.01%
Total Department: 03 - WASTEWATER TREATMENT PLANT:				4,053,000.00	4,012,159.96	-40,840.04				-1.01%
Department: 04 - SEWER COLLECTIONS/LIFT STATIONS										
Expense										
01-04-5113	126,500.61	0.00	0.00	0.00	0.00	0.00				0.00%
01-04-5114	21,230.73	0.00	0.00	0.00	0.00	0.00				0.00%
01-04-5214	10,916.00	0.00	0.00	0.00	0.00	0.00				0.00%
01-04-6100	0.00	0.00	0.00	2,000.00	0.00	-2,000.00				-100.00%
01-04-6101	188.21	3,800.45	0.00	1,000.00	1,000.00	0.00				0.00%
01-04-6132	20,976.05	31,912.73	19,562.49	22,000.00	22,000.00	0.00				0.00%
01-04-6133	0.00	0.00	0.00	200.00	7,900.00	7,700.00				3,850.00%
01-04-6300	9,472.39	0.00	89.21	0.00	0.00	0.00				0.00%
01-04-6400	19,882.00	0.00	25,230.00	80,000.00	90,000.00	10,000.00				12.50%
01-04-6401	0.00	0.00	0.00	3,200.00	3,500.00	300.00				9.38%
01-04-6500	56,519.23	27,324.47	88,347.87	20,000.00	22,000.00	2,000.00				10.00%
01-04-6502	0.00	0.00	3,679.69	500.00	1,000.00	500.00				100.00%
01-04-6600	19,874.88	0.00	0.00	3,000.00	2,500.00	-500.00				-16.67%
01-04-6700	7,113.88	5,598.38	0.00	0.00	0.00	0.00				0.00%

Budget Comparison Report

Account Number		2022-2023		2023-2024	2024-2025	Parent Budget		Comparison 1 Budget		Comparison 1 to Parent		%
		Total Activity		Total Activity	YTD Activity Through Feb	2024-2025 FORMAL ADOPT		2025 - 2026 DRAFT		Increase / (Decrease)		
01-04-6701	ELECTRICITY-SC	0.00	1,893.28	6,117.14	10,000.00	12,000.00	2,000.00	20.00%				
01-04-6702	TELEPHONE/CABLE EXP.-SC	5,107.35	4,448.78	3,629.02	4,300.00	4,000.00	-300.00	-6.98%				
01-04-6800	INSURANCE-SC	17,652.36	13,109.69	17,047.01	15,000.00	17,700.00	2,700.00	18.00%				
01-04-6900	FREIGHT CHARGES-SC	0.00	0.00	0.00	200.00	500.00	300.00	150.00%				
01-04-7001	CHEMICALS-WWTF	2,282.35	0.00	0.00	3,000.00	2,500.00	-500.00	-16.67%				
01-04-7002	TOOLS-SC	336.63	0.00	0.00	1,000.00	1,000.00	0.00	0.00%				
01-04-8000	MISCELLANEOUS EXP.-SC	0.00	0.00	35.00	600.00	600.00	0.00	0.00%				
01-04-9000	SEWER COLLECTION IMPROVEI	0.00	320,943.65	81,067.50	0.00	0.00	0.00	0.00%				
01-04-9006	ECHO LIFT STATION 2025	0.00	0.00	344,898.50	250,000.00	0.00	-250,000.00	-100.00%				
01-04-9007	SEWER REHAB - PINEY POINT ;	0.00	0.00	161,679.86	0.00	900,000.00	900,000.00	0.00%				
01-04-9400	ENGINEERING EXPENSE-SC	22,401.47	6,055.85	27,206.84	0.00	0.00	0.00	0.00%				
01-04-9406	ENGINEERING FEE - ECHO LIFT	0.00	0.00	63,252.81	37,000.00	0.00	-37,000.00	-100.00%				
01-04-9407	ENGINEERING FEE - SEWER REI	0.00	0.00	14,148.80	0.00	162,000.00	162,000.00	0.00%				
Total Expense:		340,454.14	415,087.28	855,991.74	453,000.00	1,250,200.00	797,200.00	175.98%				
Total Department: 04 - SEWER COLLECTIONS/LIFT STATIONS:												
		340,454.14	415,087.28	855,991.74	453,000.00	1,250,200.00	797,200.00	175.98%				
Department: 05 - BILLING & COLLECTION												
Expense												
01-05-5112	SALARIES & WAGES-METER RE.	38,427.60	0.00	0.00	0.00	0.00	0.00	0.00%				
01-05-5114	OVERTIME-METER READERS	952.64	0.00	0.00	0.00	0.00	0.00	0.00%				
01-05-6102	UTILITY BILLING SOFTWARE FEI	59,337.56	127,547.34	132,569.92	145,000.00	75,000.00	-70,000.00	-48.28%				
01-05-6400	PURCHASE OF EQUIPMENT-U/I	607.28	42,900.00	0.00	4,000.00	200.00	-3,800.00	-95.00%				
01-05-6702	TELEPHONE/CABLE EXP	0.00	0.00	0.00	0.00	0.00	0.00	0.00%				
Total Expense:		99,325.08	170,447.34	132,569.92	149,000.00	75,200.00	-73,800.00	-49.53%				
Total Department: 05 - BILLING & COLLECTION:												
		99,325.08	170,447.34	132,569.92	149,000.00	75,200.00	-73,800.00	-49.53%				
Department: 07 - GENERAL & ADMINISTRATION												
Expense												
01-07-5110	SALARIES & WAGES-MANAGER	146,347.36	153,346.48	135,192.91	170,000.00	0.00	-170,000.00	-100.00%				
01-07-5111	SALARIES & WAGES-OFFICE ST/	220,620.92	182,405.30	182,850.00	192,100.00	426,500.40	234,400.40	122.02%				
01-07-5114	OVERTIME-G&A	0.00	15,259.53	9,472.39	6,000.00	6,000.00	0.00	0.00%				
01-07-5115	SUPERVISOR COMPENSATION-	26,700.00	27,150.00	24,600.00	40,000.00	400.00	-39,600.00	-99.00%				
01-07-5117	VAC., HOLIDAYS & ETC-G&A	54,483.74	34,108.03	42,451.50	33,000.00	30,732.08	-2,267.92	-6.87%				
01-07-5200	EMPLOYEES GROUP INS. PREM	332,976.26	259,795.02	258,535.22	265,000.00	265,000.00	0.00	0.00%				
01-07-5201	EMPLOYERS CONTRIBUTION PI	120,007.27	103,693.65	116,520.13	139,000.00	141,000.00	2,000.00	1.44%				
01-07-5203	VACATION/SICK PAY PURCHASI	0.00	0.00	7,376.00	0.00	0.00	0.00	0.00%				
01-07-5205	ADMINISTRATIVE FEE/RETIREV	534.63	0.00	0.00	0.00	0.00	0.00	0.00%				
01-07-5214	PAYROLL TAX EXPENSE-G&A	29,214.76	35,086.06	38,903.54	30,550.00	38,201.97	7,651.97	25.05%				
01-07-6100	OUTSIDE LABOR-G&A	0.00	0.00	0.00	1,500.00	0.00	-1,500.00	-100.00%				
01-07-6101	SOFTWARE & DATA EXPENSE-C	56,470.60	45,685.66	48,965.77	53,500.00	82,000.00	28,500.00	53.27%				

Budget Comparison Report

Account Number	2022-2023 Total Activity	2023-2024 Total Activity	2024-2025 YTD Activity Through Feb	Parent Budget		Comparison 1 Budget		Comparison 1 to Parent		%
				2024-2025 FORMAL ADOPT	2025 - 2026 DRAFT	Budget	Increase / (Decrease)	Budget	Increase / (Decrease)	
01-07-6103	4,720.75	8,502.99	3,314.46	5,500.00	5,300.00		-200.00		-200.00	-3.64%
01-07-6104	0.00	6,308.93	3,446.02	5,500.00	4,400.00		-1,100.00		-1,100.00	-20.00%
01-07-6105	22,815.00	22,745.00	845.90	24,000.00	24,000.00		0.00		0.00	0.00%
01-07-6106	10,604.05	6,794.32	11,024.55	7,000.00	6,750.00		-250.00		-250.00	-3.57%
01-07-6140	11,179.00	9,705.00	9,509.00	12,000.00	12,000.00		0.00		0.00	0.00%
01-07-6141	10,790.40	30,220.00	41,814.95	72,000.00	25,000.00		-47,000.00		-47,000.00	-65.28%
01-07-6142	124,491.03	112,035.41	149,372.12	80,000.00	110,000.00		30,000.00		30,000.00	37.50%
01-07-6301	12,260.00	11,750.00	10,600.00	12,900.00	12,900.00		0.00		0.00	0.00%
01-07-6400	0.00	108.24	770.85	500.00	3,500.00		3,000.00		3,000.00	600.00%
01-07-6401	0.00	0.00	0.00	1,500.00	1,400.00		-100.00		-100.00	-6.67%
01-07-6500	301.86	6,397.17	20,439.90	18,300.00	17,500.00		-800.00		-800.00	-4.37%
01-07-6501	1,015.42	1,279.38	4,494.26	0.00	0.00		0.00		0.00	0.00%
01-07-6503	760.43	2,079.66	4,355.08	87,600.00	7,000.00		-80,600.00		-80,600.00	-92.01%
01-07-6700	3,699.00	9,433.14	0.00	400.00	0.00		-400.00		-400.00	-100.00%
01-07-6701	0.00	900.00	2,700.00	5,000.00	5,000.00		0.00		0.00	0.00%
01-07-6702	11,620.75	14,073.57	8,959.28	16,500.00	8,000.00		-8,500.00		-8,500.00	-51.52%
01-07-6800	5,281.97	7,865.70	10,228.21	9,000.00	10,600.00		1,600.00		1,600.00	17.78%
01-07-6900	19.95	0.00	0.00	200.00	0.00		-200.00		-200.00	-100.00%
01-07-6902	4,986.00	2,611.94	960.91	1,500.00	2,000.00		500.00		500.00	33.33%
01-07-6903	0.00	0.00	0.00	60.00	0.00		-60.00		-60.00	-100.00%
01-07-6904	3,071.26	835.49	304.73	5,000.00	5,000.00		0.00		0.00	0.00%
01-07-7005	2,718.83	4,315.73	945.12	3,500.00	2,400.00		-1,100.00		-1,100.00	-31.43%
01-07-7006	845.90	845.90	4,174.60	1,000.00	1,000.00		0.00		0.00	0.00%
01-07-7007	10,312.44	10,206.76	9,238.84	8,000.00	8,000.00		0.00		0.00	0.00%
01-07-8000	4,819.00	2,288.90	2,045.75	600.00	500.00		-100.00		-100.00	-16.67%
01-07-8100	3,441.21	2,735.93	5,916.64	200.00	7,300.00		7,100.00		7,100.00	3,550.00%
01-07-9300	868,981.00	67,157.86	0.00	0.00	0.00		0.00		0.00	0.00%
01-07-9400	17,359.94	16,337.08	13,029.18	20,500.00	0.00		-20,500.00		-20,500.00	-100.00%
Total Expense:	2,123,450.73	1,214,063.83	1,183,357.81	1,328,910.00	1,269,384.45		-59,525.55		-59,525.55	-4.48%
Total Department: 07 - GENERAL & ADMINISTRATION:	2,123,450.73	1,214,063.83	1,183,357.81	1,328,910.00	1,269,384.45		-59,525.55		-59,525.55	-4.48%
Report Total:	1,067,607.16	1,441,361.64	-592,893.71	-2,318,410.00	-745,777.51		1,572,632.49		1,572,632.49	-67.83%

Budget Comparison Report

Group Summary

Account Typ...	2022-2023 Total Activity	2023-2024 Total Activity	2024-2025 YTD Activity Through Feb	Parent Budget		Comparison 1 Budget		Comparison 1 to Parent Budget Increase / (Decrease)	%
				2024-2025 FORMAL ADOPT	2025 - 2026 DRAFT				
Department: 00 - NON-DEPARTMENTAL									
Revenue	10,056,002.16	11,283,880.58	9,068,938.84	10,996,000.00	12,499,963.00	1,503,963.00	13.68%		
Total Department: 00 - NON-DEPARTMENTAL:	10,056,002.16	11,283,880.58	9,068,938.84	10,996,000.00	12,499,963.00	1,503,963.00	13.68%		
Department: 01 - WATER PLANT									
Expense	4,611,872.58	5,267,933.66	4,242,177.95	5,619,400.00	4,912,509.30	-706,890.70	-12.58%		
Total Department: 01 - WATER PLANT:	4,611,872.58	5,267,933.66	4,242,177.95	5,619,400.00	4,912,509.30	-706,890.70	-12.58%		
Department: 02 - WATER DISTRIBUTION									
Expense	526,674.88	778,562.43	747,785.88	1,711,100.00	1,726,286.80	15,186.80	0.89%		
Total Department: 02 - WATER DISTRIBUTION:	526,674.88	778,562.43	747,785.88	1,711,100.00	1,726,286.80	15,186.80	0.89%		
Department: 03 - WASTEWATER TREATMENT PLANT									
Expense	1,286,617.59	1,996,424.40	2,499,949.25	4,053,000.00	4,012,159.96	-40,840.04	-1.01%		
Total Department: 03 - WASTEWATER TREATMENT PLANT:	1,286,617.59	1,996,424.40	2,499,949.25	4,053,000.00	4,012,159.96	-40,840.04	-1.01%		
Department: 04 - SEWER COLLECTIONS/LIFT STATIONS									
Expense	340,454.14	415,087.28	855,991.74	453,000.00	1,250,200.00	797,200.00	175.98%		
Total Department: 04 - SEWER COLLECTIONS/LIFT STATIONS:	340,454.14	415,087.28	855,991.74	453,000.00	1,250,200.00	797,200.00	175.98%		
Department: 05 - BILLING & COLLECTION									
Expense	99,325.08	170,447.34	132,569.92	149,000.00	75,200.00	-73,800.00	-49.53%		
Total Department: 05 - BILLING & COLLECTION:	99,325.08	170,447.34	132,569.92	149,000.00	75,200.00	-73,800.00	-49.53%		
Department: 07 - GENERAL & ADMINISTRATION									
Expense	2,123,450.73	1,214,063.83	1,183,357.81	1,328,910.00	1,269,384.45	-59,525.55	-4.48%		
Total Department: 07 - GENERAL & ADMINISTRATION:	2,123,450.73	1,214,063.83	1,183,357.81	1,328,910.00	1,269,384.45	-59,525.55	-4.48%		
Report Total:	1,067,607.16	1,441,361.64	-592,893.71	-2,318,410.00	-745,777.51	1,572,632.49	-67.83%		

Fund Summary

Fund	2022-2023 Total Activity	2023-2024 Total Activity	2024-2025 YTD Activity Through Feb	Comparison 1		Comparison 1 to Parent Budget Increase / (Decrease)	%	
				Parent Budget	Budget			
					2024-2025 FORMAL ADOPT			2025 - 2026 DRAFT
01 - GENERAL FUND	1,067,607.16	1,441,361.64	-592,893.71	-2,318,410.00	-745,777.51	1,572,632.49	-67.83%	
	1,067,607.16	1,441,361.64	-592,893.71	-2,318,410.00	-745,777.51	1,572,632.49	-67.83%	
	Report Total:							



MEMORIAL VILLAGES WATER AUTHORITY

8955 GAYLORD DRIVE, HOUSTON, TEXAS 77024-2903

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

EXHIBIT H

General Manager's Report

March 7, 2025

Updates:

MVWA staff is working with Core & Main on the implementation of AMI smart meters. Updated meter technology will provide customers with real time water usage and help save MVWA money by reducing operational costs from meter reading.

TCEQ annual Tier II reporting was submitted 2/27/25. The Tier II Chemical Reporting Program is a state repository for chemical inventory and a public water system requirement.

Environmental Compliance

All samples for the month of February were within State and Federal compliance limits.

WATER TREATMENT	Result	WASTEWATER	Result	Permit Limit
Well Pumped	10.530 MG	Avg Flow	1.81 MGD	3.05 MGD
Purchased	49.698 MG	2Hr Peak	7.32 MG	9.23 MG
Daily Peak	3.01 MG	AVG BOD	3.01 mg/L	10 mg/L
AVG Total Chlorine (Cl ₂)	3.14 mg/L	AVG E coli	<1 mpn/100	63 mpn/100
AVG Free Ammonia (NH ₃)	0.14 mg/L	AVG NH ₃	0.65 mg/L	3 mg/L
AVG Mono-Chloramine (NH ₂ Cl)	2.77 mg/L			

February Billing:

Total active accounts; 3,306.

- 8 new accounts
- 19 disconnected accounts

Total billed consumption; 45,491 MG

- 7.827 MG Sprinklers
- 37.664 MG Water

30 delinquent notices were mailed on 2/11/25.

- 18 accounts were disconnected on 2/20/25

Personnel Update:

Lale Otkur & Amanda Garcia enrolled in a no-cost "New User Training" seminar with Tyler Technologies scheduled 4/12/25 in Bellaire, TX.

Chris Simien enrolled in resiliency class 2/4/25. As of April 1, 2024, resiliency training is required for all water operators to maintain TCEQ licensing.

MEMORIAL VILLAGES WATER AUTHORITY
FUND BALANCES - INVESTMENT AND BANK ACCOUNTS

2/28/2025

BANK ACCOUNTS

ACCT. NO.	MVWA FUND NAME	DEPOSITORY	TYPE OF FUND	ACCOUNT VALUE
1004246383	BUSINESS OPERATING	STELLAR BANK	DEPOSIT/CHECKING	\$207,196.01
1004246409	BUSINESS CHECKING	STELLAR BANK	CHECKING	\$1,270,080.85
7986200001	TEX POOL OPERATING	TEX POOL 449	INT. CHECKING	\$2,796,222.39
7986200001	TEX POOL PRIME OPERATING	TEX POOL 590	INT. CHECKING	\$3,203,335.17

TOTAL VALUE **\$7,476,834.42**

PLEDGED SECURITIES, PAR VALUE, ABOVE FDIC COVERAGE

\$6,976,834.42

MVWA FUND NAME

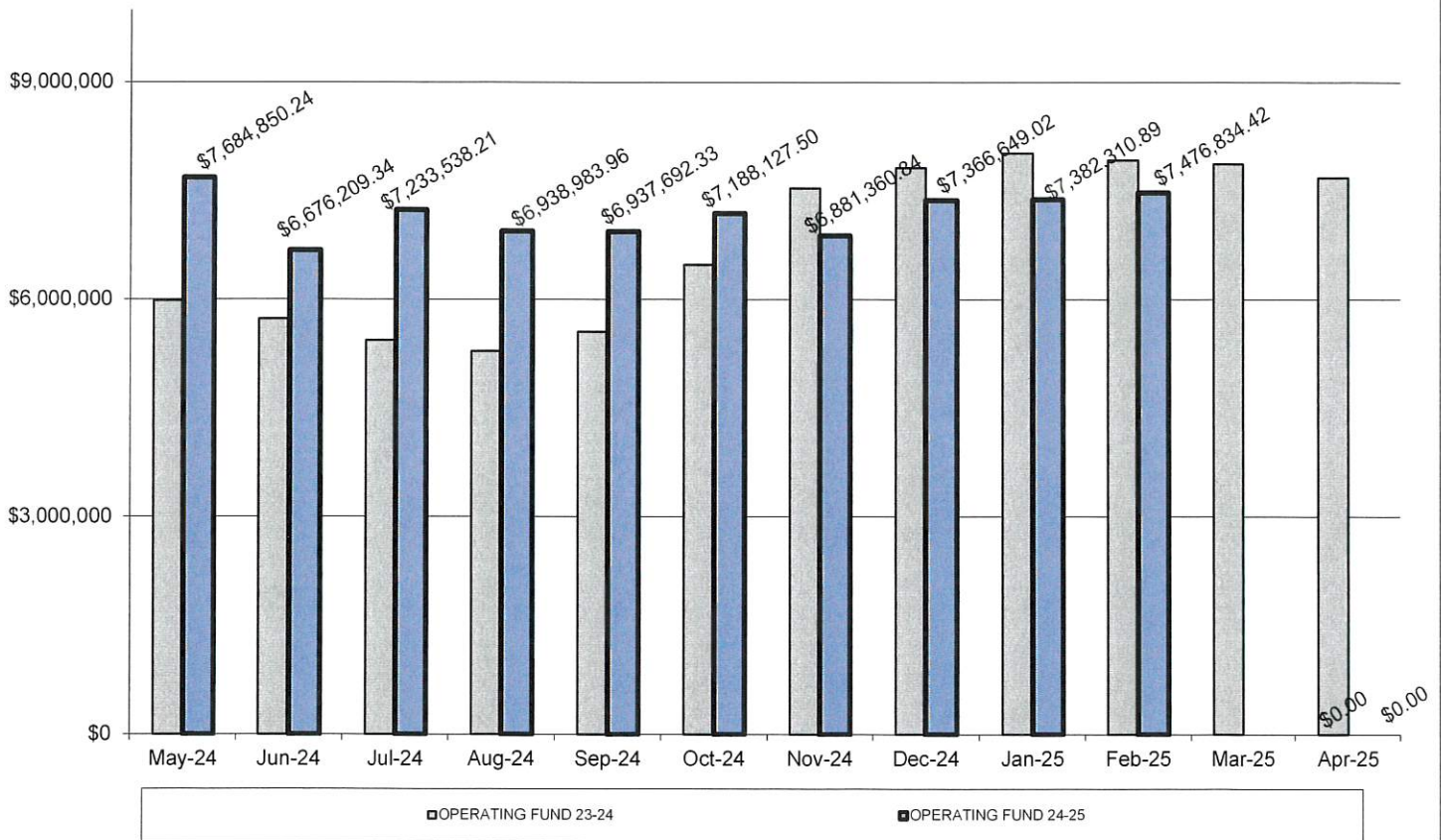
TOTAL FUND VALUE

OPERATING FUND

TOTAL VALUE

\$7,476,834.42

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

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



MEMORIAL VILLAGES WATER AUTHORITY
MVWA OPERATING
ATTN TREY CANTU
8955 GAYLORD DR
HOUSTON TX 77024-2903

Participant Statement

Statement Period 02/01/2025 - 02/28/2025

Customer Service 1-866-TEX-POOL
Location ID 000079862
Investor ID 000030203

TexPool Update

Keep up to date with the latest market talk from our portfolio managers and strategists by visiting the Insights page of TexPool.com.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$2,786,910.78	\$0.00	\$0.00	\$9,311.61	\$2,796,222.39	\$2,787,243.34
Texpool Prime	\$3,391,691.02	\$0.00	\$200,000.00	\$11,644.15	\$3,203,335.17	\$3,384,964.03
Total Dollar Value	\$6,178,601.80	\$0.00	\$200,000.00	\$20,955.76	\$5,999,557.56	

Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2025)	Share Price (02/28/2025)	Shares Owned (02/28/2025)	Market Value (02/28/2025)
Texas Local Government Investment Pool	449/7986200001	\$2,786,910.78	\$1.00	2,796,222.390	\$2,796,222.39
Texpool Prime	590/7986200001	\$3,391,691.02	\$1.00	3,203,335.170	\$3,203,335.17
Total Dollar Value		\$6,178,601.80			\$5,999,557.56

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7986200001	\$9,311.61	\$19,668.35
Texpool Prime	590/7986200001	\$11,644.15	\$24,616.49
Total		\$20,955.76	\$44,284.84

Transaction Detail

Texas Local Government Investment Pool

Pool/Account: 449/7986200001

Participant: MEMORIAL VILLAGES WATER AUTHORITY

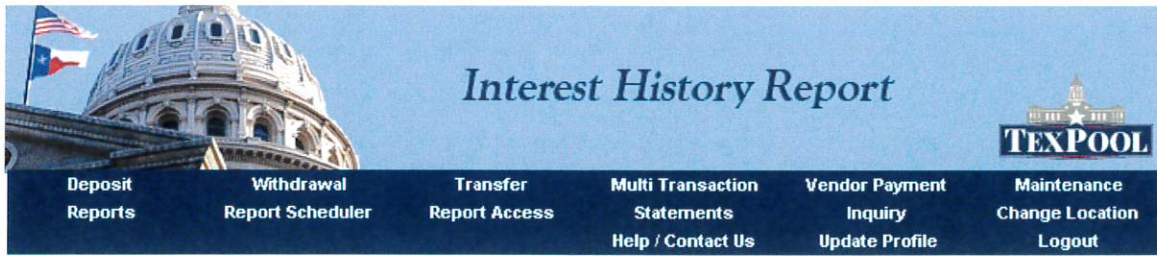
Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
02/01/2025	02/01/2025	BEGINNING BALANCE	\$2,786,910.78	\$1.00		2,786,910.780
02/28/2025	02/28/2025	MONTHLY POSTING	\$9,311.61	\$1.00	9,311.610	2,796,222.390
Account Value as of 02/28/2025			\$2,796,222.39	\$1.00		2,796,222.390

Texpool Prime

Participant: MEMORIAL VILLAGES WATER
AUTHORITY

Pool/Account: 590/7986200001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
02/01/2025	02/01/2025	BEGINNING BALANCE	\$3,391,691.02	\$1.00		3,391,691.020
02/28/2025	02/28/2025	WITHDRAWAL	\$200,000.00-	\$1.00	200,000.000-	3,191,691.020
02/28/2025	02/28/2025	MONTHLY POSTING	\$11,644.15	\$1.00	11,644.150	3,203,335.170
Account Value as of 02/28/2025			\$3,203,335.17	\$1.00		3,203,335.170



The banner features a blue background with a white dome (the Texas State Capitol) on the left and the TexPool logo on the right. The title "Interest History Report" is centered in a large, white, serif font. Below the title, there are six navigation links in white text: "Deposit Reports", "Withdrawal Report Scheduler", "Transfer Report Access", "Multi Transaction Statements", "Vendor Payment Inquiry", and "Maintenance Change Location". At the bottom of the banner, there are three additional links: "Help / Contact Us", "Update Profile", and "Logout".

Interest History Report

Interest History Report

Generated: 03/06/2025

Pool Name: TexPool
Pool Nbr: 449

Date	Dividend Factor	Daily Net Yield	7 Day Net Yield	NAV
02/01/2025	0.000120309	4.3913	4.39	\$1.00
02/02/2025	0.000120309	4.3913	4.39	\$1.00
02/03/2025	0.000117758	4.2982	4.38	\$1.00
02/04/2025	0.000119633	4.3666	4.37	\$1.00
02/05/2025	0.000119342	4.3560	4.37	\$1.00
02/06/2025	0.000119373	4.3571	4.36	\$1.00
02/07/2025	0.000120152	4.3855	4.36	\$1.00
02/08/2025	0.000120152	4.3855	4.36	\$1.00
02/09/2025	0.000120152	4.3855	4.36	\$1.00
02/10/2025	0.000119518	4.3624	4.37	\$1.00
02/11/2025	0.000118952	4.3417	4.37	\$1.00
02/12/2025	0.000119238	4.3522	4.37	\$1.00
02/13/2025	0.000119182	4.3501	4.37	\$1.00
02/14/2025	0.000118894	4.3396	4.36	\$1.00
02/15/2025	0.000118894	4.3396	4.35	\$1.00
02/16/2025	0.000118894	4.3396	4.35	\$1.00
02/17/2025	0.000118894	4.3396	4.34	\$1.00
02/18/2025	0.000119286	4.3539	4.34	\$1.00
02/19/2025	0.000119622	4.3662	4.35	\$1.00
02/20/2025	0.000119384	4.3575	4.35	\$1.00
02/21/2025	0.000118854	4.3382	4.35	\$1.00
02/22/2025	0.000118854	4.3382	4.35	\$1.00
02/23/2025	0.000118854	4.3382	4.35	\$1.00
02/24/2025	0.000119440	4.3596	4.35	\$1.00
02/25/2025	0.000119253	4.3527	4.35	\$1.00
02/26/2025	0.000119091	4.3468	4.35	\$1.00
02/27/2025	0.000119297	4.3543	4.35	\$1.00
02/28/2025	0.000119598	4.3653	0.00	\$1.00

Pool Name: TexPool Prime
Pool Nbr: 590

Date	Dividend Factor	Daily Net Yield	7 Day Net Yield	NAV
02/01/2025	0.000123678	4.5142	4.51	\$1.00
02/02/2025	0.000123678	4.5142	4.51	\$1.00
02/03/2025	0.000122835	4.4835	4.51	\$1.00
02/04/2025	0.000123148	4.4949	4.51	\$1.00
02/05/2025	0.000122870	4.4848	4.50	\$1.00
02/06/2025	0.000123109	4.4935	4.50	\$1.00
02/07/2025	0.000122648	4.4767	4.49	\$1.00
02/08/2025	0.000122648	4.4767	4.49	\$1.00

TexPool - Interest History Report

02/09/2025	0.000122648	4.4767	4.48	\$1.00
02/10/2025	0.000122852	4.4841	4.48	\$1.00
02/11/2025	0.000122794	4.4820	4.48	\$1.00
02/12/2025	0.000122785	4.4817	4.48	\$1.00
02/13/2025	0.000122623	4.4757	4.48	\$1.00
02/14/2025	0.000122811	4.4826	4.48	\$1.00
02/15/2025	0.000122811	4.4826	4.48	\$1.00
02/16/2025	0.000122811	4.4826	4.48	\$1.00
02/17/2025	0.000122811	4.4826	4.48	\$1.00
02/18/2025	0.000123002	4.4896	4.48	\$1.00
02/19/2025	0.000122960	4.4880	4.48	\$1.00
02/20/2025	0.000122821	4.4830	4.48	\$1.00
02/21/2025	0.000122786	4.4817	4.48	\$1.00
02/22/2025	0.000122786	4.4817	4.48	\$1.00
02/23/2025	0.000122786	4.4817	4.48	\$1.00
02/24/2025	0.000122664	4.4772	4.48	\$1.00
02/25/2025	0.000122644	4.4765	4.48	\$1.00
02/26/2025	0.000122654	4.4769	4.48	\$1.00
02/27/2025	0.000122793	4.4819	4.48	\$1.00
02/28/2025	0.000122933	4.4871	0.00	\$1.00

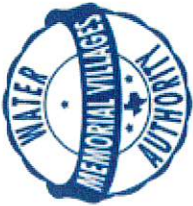
Performance quoted represents past performance which is no guarantee of future results. Investment return will vary. The value of an investment when redeemed may be worth more or less than the original cost. Current performance may be higher or lower than what is stated.

For more complete information, see the TexPool Investment Policy and Information Statement available on the TexPool web site, www.texpool.com. You should consider the investment's objectives, risks, charges, and expenses carefully before investing. Information about these and other important subjects is in the Investment Policy and Information Statement which you should read carefully before investing.

An investment in the Pool is not insured or guaranteed by any government or government agency. Although the manager of the Pool seeks to preserve the principal, it is possible to lose money by investing money in the Pool.

All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.

The objective of TexPool [PRIME] is to maintain a stable \$1.00 price. However, the \$1.00 price is not guaranteed or insured by the State of Texas or any other governmental entity. You should read the TexPool [PRIME] Investment Policy and Information Statement before making an investment in TexPool [PRIME].



Memorial Villages Water Authority, TX

Budget Variance Report

As Of: 02/28/2025

Fund: 01 - GENERAL FUND

	CURRENT MONTH			YEAR TO DATE			ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING
REVENUE SUMMARY									
NON-DEPARTMENTAL	554,078.82	915,966.80	(361,887.98)	9,068,938.84	9,159,668.00	(90,729.16)	82	10,996,000.00	(1,927,061.16)
TOTAL REVENUE	554,078.82	915,966.80	(361,887.98)	9,068,938.84	9,159,668.00	(90,729.16)	82	10,996,000.00	(1,927,061.16)
EXPENSE SUMMARY									
WATER PLANT	112,935.09	466,888.17	353,953.08	4,242,177.95	4,668,881.70	426,703.75	76	5,604,900.00	(1,362,722.05)
WATER DISTRIBUTION	23,874.05	130,039.63	106,165.58	747,785.88	1,300,396.30	552,610.42	48	1,561,100.00	(813,314.12)
WASTEWATER TREATMENT PLANT	976,938.38	333,866.40	(643,071.98)	2,499,949.25	3,338,664.00	838,714.75	62	4,008,000.00	(1,508,050.75)
SEWER COLLECTIONS/LIFT STATIONS	7,393.72	37,734.90	30,341.18	855,991.74	377,349.00	(478,642.74)	189	453,000.00	402,991.74
BILLING & COLLECTION	9,958.18	12,411.70	2,453.52	132,569.92	124,117.00	(8,452.92)	89	149,000.00	(16,430.08)
GENERAL & ADMINISTRATION	90,656.41	110,698.19	20,041.78	1,183,357.81	1,106,981.90	(76,375.91)	89	1,328,910.00	(145,552.19)
TOTAL EXPENSE	1,221,755.83	1,091,638.99	(130,116.84)	9,661,832.55	10,916,389.90	1,254,557.35	74	13,104,910.00	3,443,077.45
REVENUE OVER/(UNDER) EXPENDITURE	(667,677.01)	(175,672.19)	(492,004.82)	(592,893.71)	(1,756,721.90)	1,163,828.19		(2,108,910.00)	(5,370,138.61)

My Budget Variance Report

Fund: 01 - GENERAL FUND

As Of: 02/28/2025

REVENUES		CURRENT MONTH			YEAR TO DATE			ANNUAL BUDGET			
ACCT#	ACCOUNT NAME	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
NON-DEPARTMENTAL											
01-00-4010	WATER SALES	224,082.96	416,500.00	(192,417.04)	4,751,669.70	4,165,000.00	586,669.70	95	5,000,000.00	(248,330.30)	5
01-00-4020	SEWER SALES	141,450.84	199,920.00	(58,469.16)	1,921,574.58	1,999,200.00	(77,625.42)	80	2,400,000.00	(478,425.42)	20
01-00-4030	LATE PENALTIES	1,371.49	2,499.00	(1,127.51)	27,577.97	24,990.00	2,587.97	92	30,000.00	(2,422.03)	8
01-00-4040	COMPLETED TAPS/TAP REVENUES	0.00	4,165.00	(4,165.00)	29,475.00	41,650.00	(12,175.00)	59	50,000.00	(20,525.00)	41
01-00-4050	MISCELLANEOUS REVENUE	11,414.12	499.80	10,914.32	28,875.59	4,998.00	23,877.59	481	6,000.00	22,875.59	-381
01-00-4060	UTILITY CONVENIENCE FEES	37.12	0.00	37.12	375.41	0.00	375.41		0.00	375.41	
01-00-4170	SEWER SERV-BUNKER HILL VILLAGE	0.00	139,944.00	(139,944.00)	517,333.45	1,399,440.00	(882,106.55)	31	1,680,000.00	(1,162,666.55)	69
01-00-4200	INTEREST EARNED-	2,258.19	23,324.00	(21,065.81)	236,682.99	233,240.00	3,442.99	85	280,000.00	(43,317.01)	15
01-00-4310	TAX REVENUE COLLECTED	171,746.17	129,115.00	42,631.17	1,544,737.55	1,291,150.00	253,587.55	100	1,550,000.00	(5,262.45)	0
01-00-4320	P & I REVENUE COLLECTED	1,676.19	0.00	1,676.19	10,396.10	0.00	10,396.10		0.00	10,396.10	
01-00-4332	DISCOUNT EARNED	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-00-4365	TAXES OTHER FEES	41.74	0.00	41.74	240.50	0.00	240.50		0.00	240.50	
01-00-4900	DELIQ. TAX. ATTY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL NON-DEPARTMENTAL		554,078.82	915,966.80	(361,887.98)	9,068,938.84	9,159,668.00	(90,729.16)	82	10,996,000.00	(1,927,061.16)	18
TOTAL REVENUE		554,078.82	915,966.80	(361,887.98)	9,068,938.84	9,159,668.00	(90,729.16)	82	10,996,000.00	(1,927,061.16)	18

My Budget Variance Report

Fund: 01 - GENERAL FUND

As Of: 02/28/2025

EXPENDITURES

EXPENDITURES		CURRENT MONTH			YEAR TO DATE			ANNUAL BUDGET			
ACCT#	ACCOUNT NAME	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
WATER PLANT											
01-01-5113	SALARY & WAGES-WP	21,501.60	28,105.42	6,603.82	234,933.07	281,054.20	46,121.13	70	337,400.00	(102,466.93)	30
01-01-5114	WATER PLANT-OVERTIME	3,901.50	4,998.00	1,096.50	58,943.18	49,980.00	(8,963.18)	98	60,000.00	(1,056.82)	2
01-01-5117	WATER PLANT-VAC. HOLIDAYS	778.40	3,581.90	2,803.50	36,251.41	35,819.00	(432.41)	84	43,000.00	(6,748.59)	16
01-01-5214	PAYROLL TAX EXPENSE-WP	2,002.88	2,582.30	579.42	25,731.69	25,823.00	91.31	83	31,000.00	(5,268.31)	17
01-01-6100	OUTSIDE LABOR-WP	0.00	124.95	124.95	0.00	1,249.50	1,249.50	0	1,500.00	(1,500.00)	100
01-01-6101	SOFTWARE & DATA EXPENSE-WP	0.00	1,249.50	1,249.50	4,328.43	12,495.00	8,166.57	29	15,000.00	(10,671.57)	71
01-01-6103	CONSULTING SERVICES - WP	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-01-6125	WATER ANALYSIS FEE-WP	2,993.00	1,424.43	(1,568.57)	14,115.00	14,244.30	129.30	83	17,100.00	(2,985.00)	17
01-01-6130	GROUND WATER CREDITS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-01-6131	PURCHASE TCEQ INSPECTION FEES-WP	0.00	833.00	833.00	(10,525.76)	8,330.00	18,855.76	-105	10,000.00	(20,525.76)	205
01-01-6133	LANDSCAPING-WP	0.00	166.60	166.60	0.00	1,666.00	1,666.00	0	2,000.00	(2,000.00)	100
01-01-6135	PURCHASE SURFACE WATER-HOUSTON	0.00	291,550.00	291,550.00	2,459,740.90	2,915,500.00	455,759.10	70	3,500,000.00	(1,040,259.10)	30
01-01-6161	PERMITS - GROUND WATER-WP	0.00	1,291.15	1,291.15	309.00	12,911.50	12,602.50	2	15,500.00	(15,191.00)	98
01-01-6300	TRUCK EXPENSE-WP	26.90	833.00	806.10	1,104.55	8,330.00	7,225.45	11	10,000.00	(8,895.45)	89
01-01-6301	VEHICLE EXP. & REIMBURSEMENT	0.00	249.90	249.90	3,500.00	2,499.00	(1,001.00)	117	3,000.00	500.00	-17
01-01-6400	PURCHASE OF EQUIPMENT-WP	1,684.00	833.00	(851.00)	1,684.00	8,330.00	6,646.00	17	10,000.00	(8,316.00)	83
01-01-6401	EQUIPMENT EXPENSE-WP	0.00	374.85	374.85	0.00	3,748.50	3,748.50	0	4,500.00	(4,500.00)	100
01-01-6500	MAINTENANCE & REPAIRS-WP	1,193.37	18,342.66	17,149.29	165,479.01	183,426.60	17,947.59	75	220,200.00	(54,720.99)	25
01-01-6502	REPAIRS TO BUILDING/GROUNDS	0.00	416.50	416.50	13,458.10	4,165.00	(9,293.10)	269	5,000.00	8,458.10	-169
01-01-6600	EQUIPMENT RENTAL-WP	0.00	166.60	166.60	0.00	1,666.00	1,666.00	0	2,000.00	(2,000.00)	100

My Budget Variance Report

Fund: 01 - GENERAL FUND

As Of: 02/28/2025

EXPENDITURES

CURRENT MONTH

YEAR TO DATE

ANNUAL BUDGET

ACCT#	ACCOUNT NAME	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
01-01-6700	NATURAL GAS-WP	0.00	291.55	291.55	7,547.75	2,915.50	(4,632.25)	216	3,500.00	4,047.75	-116
01-01-6701	ELECTRICITY-WP	0.00	24,573.50	24,573.50	227,536.89	245,735.00	18,198.11	77	295,000.00	(67,463.11)	23
01-01-6702	TELEPHONE EXP/CABLE-WP	1,535.15	3,032.12	1,496.97	28,440.18	30,321.20	1,881.02	78	36,400.00	(7,959.82)	22
01-01-6800	INSURANCE-WP	1,114.98	999.60	(115.38)	13,637.55	9,996.00	(3,641.55)	114	12,000.00	1,637.55	-14
01-01-6900	FREIGHT CHARGES-WP	0.00	41.65	41.65	0.00	416.50	416.50	0	500.00	(500.00)	100
01-01-6902	OFFICE FURNITURE & FURNISHING	0.00	41.65	41.65	0.00	416.50	416.50	0	500.00	(500.00)	100
01-01-6903	MEDICAL EXPENSES-W.P.	0.00	16.66	16.66	0.00	166.60	166.60	0	200.00	(200.00)	100
01-01-7000	GASOLINE/DIESEL- WP	0.00	358.19	358.19	6,534.48	3,581.90	(2,952.58)	152	4,300.00	2,234.48	-52
01-01-7001	CHEMICALS-WP	1,618.07	10,079.30	8,461.23	80,034.00	100,793.00	20,759.00	66	121,000.00	(40,966.00)	34
01-01-7002	TOOLS-WP	0.00	83.30	83.30	315.00	833.00	518.00	32	1,000.00	(685.00)	68
01-01-7100	UNIFORMS-WP	330.74	941.29	610.55	9,796.16	9,412.90	(383.26)	87	11,300.00	(1,503.84)	13
01-01-8000	MISCELLANEOUS- WP	0.00	83.30	83.30	0.00	833.00	833.00	0	1,000.00	(1,000.00)	100
01-01-9000	WATER PLANT IMPROVEMENTS	0.00	60,392.50	60,392.50	0.00	603,925.00	603,925.00	0	725,000.00	(725,000.00)	100
01-01-9001	PINEY POINT BOOSTER PUMP REHAB 2024	74,254.50	0.00	(74,254.50)	765,651.53	0.00	(765,651.53)		0.00	765,651.53	
01-01-9300	DEPRECIATION - WP	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-01-9400	ENGINEERING EXP- WP	0.00	8,829.80	8,829.80	(925.64)	88,298.00	89,223.64	-1	106,000.00	(106,925.64)	101
01-01-9401	ENGINEERING FEE - PINEY POINT BOOSTER PUMP	0.00	0.00	0.00	94,557.47	0.00	(94,557.47)		0.00	94,557.47	
TOTAL WATER PLANT		112,935.09	466,888.17	353,953.08	4,242,177.95	4,668,881.70	426,703.75	76	5,604,900.00	(1,362,722.05)	24
WATER DISTRIBUTION											
01-02-5113	SALARY & WAGES- WD	16,365.80	22,507.66	6,141.86	180,892.36	225,076.60	44,184.24	67	270,200.00	(89,307.64)	33
01-02-5114	OVERTIME-WD	8.54	499.80	491.26	2,984.48	4,998.00	2,013.52	50	6,000.00	(3,015.52)	50
01-02-5117	VAC, HOLIDAY, SICK PAY, ETC	878.88	1,666.00	787.12	27,642.48	16,660.00	(10,982.48)	138	20,000.00	7,642.48	-38
01-02-5214	PAYROLL TAX EXPENSE-WD	1,424.28	1,416.10	(8.18)	16,891.57	14,161.00	(2,730.57)	99	17,000.00	(108.43)	1

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ACCT#	ACCOUNT NAME	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
01-02-6100	OUTSIDE LABOR- WD	0.00	124.95	124.95	0.00	1,249.50	1,249.50	0	1,500.00	(1,500.00)	100
01-02-6101	SOFTWARE & DATA EXPENSE-WD	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-02-6132	REGULATORY ASSESSMENT FEE- WD	0.00	1,832.60	1,832.60	19,562.49	18,326.00	(1,236.49)	89	22,000.00	(2,437.51)	11
01-02-6300	TRUCK EXPENSE- WD	81.57	358.19	276.62	712.99	3,581.90	2,868.91	17	4,300.00	(3,587.01)	83
01-02-6301	VEHICLE EXP. & REIMBURSEMENT	0.00	249.90	249.90	1,500.00	2,499.00	999.00	50	3,000.00	(1,500.00)	50
01-02-6400	PURCHASE OF EQUIPMENT-WD	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-02-6401	EQUIPMENT EXPENSE-WD	0.00	249.90	249.90	0.00	2,499.00	2,499.00	0	3,000.00	(3,000.00)	100
01-02-6500	MAINTENANCE & REPAIRS-WD	4,000.00	22,449.35	18,449.35	466,929.44	224,493.50	(242,435.94)	173	269,500.00	197,429.44	-73
01-02-6600	EQUIPMENT RENTAL-WD	0.00	83.30	83.30	0.00	833.00	833.00	0	1,000.00	(1,000.00)	100
01-02-6702	TELEPHONE EXP.- WD	0.00	133.28	133.28	2,900.49	1,332.80	(1,567.69)	181	1,600.00	1,300.49	-81
01-02-6800	INSURANCE-WD	1,114.98	999.60	(115.38)	13,637.55	9,996.00	(3,641.55)	114	12,000.00	1,637.55	-14
01-02-6900	FREIGHT CHARGES-WD	0.00	41.65	41.65	0.00	416.50	416.50	0	500.00	(500.00)	100
01-02-6901	TAP COSTS-WATER DIST.	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-02-7000	GASOLINE/DIESEL- WD	0.00	499.80	499.80	7,373.09	4,998.00	(2,375.09)	123	6,000.00	1,373.09	-23
01-02-7001	CHEMICALS-WD	0.00	41.65	41.65	0.00	416.50	416.50	0	500.00	(500.00)	100
01-02-7002	TOOLS-WD	0.00	83.30	83.30	418.09	833.00	414.91	42	1,000.00	(581.91)	58
01-02-8000	MISCELLANEOUS- WD	0.00	166.60	166.60	2,678.35	1,666.00	(1,012.35)	134	2,000.00	678.35	-34
01-02-9000	WATER DISTRIBUTION IMPROVEMENT	0.00	66,640.00	66,640.00	0.00	666,400.00	666,400.00	0	800,000.00	(800,000.00)	100
01-02-9002	MAGDELINE WATERLINE REHAB	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-02-9300	DEPRECIATION - WD	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-02-9400	ENGINEERING EXPENSE-WD	0.00	9,996.00	9,996.00	0.00	99,960.00	99,960.00	0	120,000.00	(120,000.00)	100
01-02-9402	ENGINEERING FEE - MAGDELINE WATERLINE REHAB	0.00	0.00	0.00	3,662.50	0.00	(3,662.50)		0.00	3,662.50	

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	TOTAL WATER DISTRIBUTION	23,874.05	130,039.63	106,165.58	747,785.88	1,300,396.30	552,610.42	48	1,561,100.00	(813,314.12)	52
	WASTEWATER TREATMENT PLANT										
01-03-5113	SALARY & WAGES-WWTF	24,897.52	28,955.08	4,057.56	255,001.56	289,550.80	34,549.24	73	347,600.00	(92,598.44)	27
01-03-5114	OVERTIME-WWTF	2,900.63	2,499.00	(401.63)	34,182.90	24,990.00	(9,192.90)	114	30,000.00	4,182.90	-14
01-03-5117	VACATIONS, HOLIDAYS, SICK PAY	1,793.68	3,332.00	1,538.32	53,588.73	33,320.00	(20,268.73)	134	40,000.00	13,588.73	-34
01-03-5214	PAYROLL TAX EXPENSE-WWTF	2,341.86	1,666.00	(675.86)	26,998.80	16,660.00	(10,338.80)	135	20,000.00	6,998.80	-35
01-03-6100	OUTSIDE LABOR-WWTF	4,200.00	124.95	(4,075.05)	4,200.00	1,249.50	(2,950.50)	280	1,500.00	2,700.00	-180
01-03-6101	SOFTWARE & DATA EXPENSE-WWTF	0.00	833.00	833.00	1,443.07	8,330.00	6,886.93	14	10,000.00	(8,556.93)	86
01-03-6103	CONSULTING SERVICES - WWTF	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-03-6106	SECURITY SYSTEM-WWTF	0.00	458.15	458.15	2,257.11	4,581.50	2,324.39	41	5,500.00	(3,242.89)	59
01-03-6125	SEWER ANALYSIS FEE-WWTF	0.00	3,140.41	3,140.41	14,190.77	31,404.10	17,213.33	38	37,700.00	(23,509.23)	62
01-03-6131	TCEQ INSPECTION FEE-WWTF	0.00	1,857.59	1,857.59	40,306.88	18,575.90	(21,730.98)	181	22,300.00	18,006.88	-81
01-03-6133	LANDSCAPING-WWTF	0.00	49.98	49.98	0.00	499.80	499.80	0	600.00	(600.00)	100
01-03-6134	SLUDGE DISPOSAL FEE-WWTF	1,885.64	13,369.65	11,484.01	149,972.13	133,696.50	(16,275.63)	93	160,500.00	(10,527.87)	7
01-03-6142	LEGAL & CONTINGENCY - WWTF	0.00	0.00	0.00	46,942.78	0.00	(46,942.78)		0.00	46,942.78	
01-03-6300	TRUCK EXPENSE-WWTF	107.10	308.21	201.11	1,448.91	3,082.10	1,633.19	39	3,700.00	(2,251.09)	61
01-03-6400	PURCHASE OF EQUIPMENT-WWTF	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-03-6401	EQUIPMENT EXPENSE-WWTF	0.00	216.58	216.58	0.00	2,165.80	2,165.80	0	2,600.00	(2,600.00)	100
01-03-6500	MAINTANCE & REPAIRS-W.W.T.F.	16.65	27,464.01	27,447.36	103,048.04	274,640.10	171,592.06	31	329,700.00	(226,651.96)	69
01-03-6502	REPAIRS TO BUILDING/GROUND S-WWTF	0.00	3,332.00	3,332.00	21,601.64	33,320.00	11,718.36	54	40,000.00	(18,398.36)	46
01-03-6600	EQUIP RENTAL-WWTF	0.00	249.90	249.90	0.00	2,499.00	2,499.00	0	3,000.00	(3,000.00)	100
01-03-6700	NATURAL GAS-WWTF	0.00	291.55	291.55	54.00	2,915.50	2,861.50	2	3,500.00	(3,446.00)	98

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01-03-6701	ELECTRICITY- WWTF	0.00	14,994.00	14,994.00	143,282.66	149,940.00	6,657.34	80	180,000.00	(36,717.34)
01-03-6702	TELEPHONE/CABLE EXP.-WWTF	388.59	1,241.17	852.58	9,773.89	12,411.70	2,637.81	66	14,900.00	(5,126.11)
01-03-6800	INSURANCE-WWTF	1,114.98	999.60	(115.38)	13,637.55	9,996.00	(3,641.55)	114	12,000.00	1,637.55
01-03-6900	FREIGHT CHARGES-WWTF	0.00	41.65	41.65	30.10	416.50	386.40	6	500.00	(469.90)
01-03-6902	OFFICE FURNITURE/FURNI SHING	0.00	41.65	41.65	0.00	416.50	416.50	0	500.00	(500.00)
01-03-6903	MEDICAL EXPENSE-WWTF	0.00	16.66	16.66	0.00	166.60	166.60	0	200.00	(200.00)
01-03-7000	GASOLINE/DIESEL- WWTF	0.00	416.50	416.50	12,083.25	4,165.00	(7,918.25)	242	5,000.00	7,083.25
01-03-7001	CHEMICALS-WWTF	4,316.80	11,278.82	6,962.02	92,652.04	112,788.20	20,136.16	68	135,400.00	(42,747.96)
01-03-7002	TOOLS-WWTF	(73.06)	166.60	239.66	867.86	1,666.00	798.14	43	2,000.00	(1,132.14)
01-03-7007	OFFICE SUPPLIES- WWTF	0.00	291.55	291.55	4,581.45	2,915.50	(1,665.95)	131	3,500.00	1,081.45
01-03-7100	UNIFORMS-WWTF	254.24	649.74	395.50	6,246.17	6,497.40	251.23	80	7,800.00	(1,553.83)
01-03-8000	MISCELLANEOUS- WWTF	0.00	83.30	83.30	52.16	833.00	780.84	5	1,000.00	(947.84)
01-03-9000	WWTF & TRUNK LINE	0.00	187,425.00	187,425.00	0.00	1,874,250.00	1,874,250.00	0	2,250,000.00	(2,250,000.00)
01-03-9003	IMPROVEMENTS CLARIFIER REHAB NO.1 2024	932,793.75	0.00	(932,793.75)	1,178,786.25	0.00	(1,178,786.25)		0.00	1,178,786.25
01-03-9004	BLOWER PANEL REHAB 2024	0.00	0.00	0.00	136,555.50	0.00	(136,555.50)		0.00	136,555.50
01-03-9005	CENTERFUGE PANEL REHAB 2024	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
01-03-9006	CLARIFIER NO.2 2025	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
01-03-9007	CARBON AIR FILTER REHAB	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
01-03-9300	DEPRECIATION - WWTF	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
01-03-9400	ENGINEERING EXPENSE-WWTF	0.00	28,072.10	28,072.10	86,790.23	280,721.00	193,930.77	26	337,000.00	(250,209.77)
01-03-9403	ENGINEERING FEE - CLARIFIER NO.1 REHAB 2024	0.00	0.00	0.00	49,098.66	0.00	(49,098.66)		0.00	49,098.66

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01-03-9404	ENGINEERING FEE - BLOWER PANEL REHAB 2024	0.00	0.00	0.00	10,274.16	0.00	(10,274.16)		0.00	10,274.16
01-03-9405	ENGINEERING FEE - CENTERFUGE PANEL REHAB 2024	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
01-03-9406	ENGINEERING FEE - CLARIFIER NO 2 REHAB 2025	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
01-03-9407	ENGINEERING FEE - CARBON AIR FILTER REHAB	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL WASTEWATER TREATMENT PLANT		976,938.38	333,866.40	(643,071.98)	2,499,949.25	3,338,664.00	838,714.75	62	4,008,000.00	(1,508,050.75)
SEWER COLLECTIONS/LIFT STATIONS										
01-04-5113	SALARY & WAGES-SC	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
01-04-5114	OVERTIME-SC	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
01-04-5214	PAYROLL TAX EXPENSE-SC	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
01-04-6100	OUTSIDE LABOR-SC	0.00	166.60	166.60	0.00	1,666.00	1,666.00	0	2,000.00	(2,000.00)
01-04-6101	SOFTWARE & DATA EXPENSE-SC	0.00	83.30	83.30	0.00	833.00	833.00	0	1,000.00	(1,000.00)
01-04-6132	REGULATORY ASSESSMENT FEE-SC	0.00	1,832.60	1,832.60	19,562.49	18,326.00	(1,236.49)	89	22,000.00	(2,437.51)
01-04-6133	LANDSCAPING-SC	0.00	16.66	16.66	0.00	166.60	166.60	0	200.00	(200.00)
01-04-6300	TRUCK EXPENSE-SC	0.00	0.00	0.00	89.21	0.00	(89.21)		0.00	89.21
01-04-6400	PURCHASE OF EQUIPMENTS-SC	0.00	6,664.00	6,664.00	25,230.00	66,640.00	41,410.00	32	80,000.00	(54,770.00)
01-04-6401	EQUIPMENT EXPENSE-SC	0.00	266.56	266.56	0.00	2,665.60	2,665.60	0	3,200.00	(3,200.00)
01-04-6500	MAINTENANCE & REPAIRS-SC	6,000.00	1,666.00	(4,334.00)	88,347.87	16,660.00	(71,687.87)	442	20,000.00	68,347.87
01-04-6502	REPAIRS TO BUILDING/GROUND S	0.00	41.65	41.65	3,679.69	416.50	(3,263.19)	736	500.00	3,179.69
01-04-6600	EQUIPMENT RENTAL-SC	0.00	249.90	249.90	0.00	2,499.00	2,499.00	0	3,000.00	(3,000.00)
01-04-6700	NATURAL GAS-SC	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
01-04-6701	ELECTRICITY-SC	0.00	833.00	833.00	6,117.14	8,330.00	2,212.86	61	10,000.00	(3,882.86)

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01-04-6702	TELEPHONE/CABLE EXP.-SC	0.00	358.19	358.19	3,629.02	3,581.90	(47.12)	84	4,300.00	(670.98)	16
01-04-6800	INSURANCE-SC	1,393.72	1,249.50	(144.22)	17,047.01	12,495.00	(4,552.01)	114	15,000.00	2,047.01	-14
01-04-6900	FREIGHT CHARGES-SC	0.00	16.66	16.66	0.00	166.60	166.60	0	200.00	(200.00)	100
01-04-7001	CHEMICALS-WWTF	0.00	249.90	249.90	0.00	2,499.00	2,499.00	0	3,000.00	(3,000.00)	100
01-04-7002	TOOLS-SC	0.00	83.30	83.30	0.00	833.00	833.00	0	1,000.00	(1,000.00)	100
01-04-8000	MISCELLANEOUS EXP.-SC	0.00	49.98	49.98	35.00	499.80	464.80	6	600.00	(565.00)	94
01-04-9000	SEWER COLLECTION IMPROVEMENTS	0.00	20,825.00	20,825.00	81,067.50	208,250.00	127,182.50	32	250,000.00	(168,932.50)	68
01-04-9006	ECHO LIFT STATION 2025	0.00	0.00	0.00	344,898.50	0.00	(344,898.50)		0.00	344,898.50	
01-04-9007	SEWER REHAB - PINEY POINT 2025	0.00	0.00	0.00	161,679.86	0.00	(161,679.86)		0.00	161,679.86	
01-04-9300	DEPRECIATION - SC	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-04-9400	ENGINEERING EXPENSE-SC	0.00	3,082.10	3,082.10	27,206.84	30,821.00	3,614.16	74	37,000.00	(9,793.16)	26
01-04-9406	ENGINEERING FEE - ECHO LIFT STATION 2025	0.00	0.00	0.00	63,252.81	0.00	(63,252.81)		0.00	63,252.81	
01-04-9407	ENGINEERING FEE - SEWER REHAB PINEY POINT 2025	0.00	0.00	0.00	14,148.80	0.00	(14,148.80)		0.00	14,148.80	
TOTAL SEWER COLLECTIONS/LIFT STATIONS		7,393.72	37,734.90	30,341.18	855,991.74	377,349.00	(478,642.74)	189	453,000.00	402,991.74	-89
BILLING & COLLECTION											
01-05-5112	SALARIES & WAGES-METER READERS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-05-5114	OVERTIME-METER READERS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-05-6100	OUTSIDE LABOR-BILLING/COLLECT.	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-05-6102	UTILITY BILLING SOFTWARE FEES	9,958.18	12,078.50	2,120.32	132,569.92	120,785.00	(11,784.92)	91	145,000.00	(12,430.08)	9
01-05-6400	PURCHASE OF EQUIPMENT-U/B	0.00	333.20	333.20	0.00	3,332.00	3,332.00	0	4,000.00	(4,000.00)	100
01-05-6702	TELEPHONE/CABLE EXP	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL BILLING & COLLECTION		9,958.18	12,411.70	2,453.52	132,569.92	124,117.00	(8,452.92)	89	149,000.00	(16,430.08)	11

My Budget Variance Report

Fund: 01 - GENERAL FUND

As Of: 02/28/2025

EXPENDITURES

CURRENT MONTH

YEAR TO DATE

ANNUAL BUDGET

ACCT#	ACCOUNT NAME	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
GENERAL & ADMINISTRATION											
01-07-5110	SALARIES & WAGES-MANAGER	6,602.40	14,161.00	7,558.60	135,192.91	141,610.00	6,417.09	80	170,000.00	(34,807.09)	20
01-07-5111	SALARIES & WAGES-OFFICE STAFF	30,720.03	16,001.93	(14,718.10)	182,850.00	160,019.30	(22,830.70)	95	192,100.00	(9,250.00)	5
01-07-5114	OVERTIME-G&A	789.13	499.80	(289.33)	9,472.39	4,998.00	(4,474.39)	158	6,000.00	3,472.39	-58
01-07-5115	SUPERVISOR COMPENSATION-G&A	3,000.00	3,332.00	332.00	24,600.00	33,320.00	8,720.00	62	40,000.00	(15,400.00)	38
01-07-5117	VAC., HOLIDAYS & ETC-G&A	1,941.90	2,748.90	807.00	42,451.50	27,489.00	(14,962.50)	129	33,000.00	9,451.50	-29
01-07-5200	EMPLOYEES GROUP INS. PREM. EXP.	24,340.35	22,074.50	(2,265.85)	258,535.22	220,745.00	(37,790.22)	98	265,000.00	(6,464.78)	2
01-07-5201	EMPLOYERS CONTRIBUTION PENSION	9,778.13	11,578.70	1,800.57	116,520.13	115,787.00	(733.13)	84	139,000.00	(22,479.87)	16
01-07-5203	VACATION/SICK PAY PURCHASED	0.00	0.00	0.00	7,376.00	0.00	(7,376.00)		0.00	7,376.00	
01-07-5204	RETIREMENT EXP.	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-07-5205	ADMINISTRATIVE FEE/RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
01-07-5214	PAYROLL TAX EXPENSE-G&A	3,417.32	2,544.81	(872.51)	38,903.54	25,448.10	(13,455.44)	127	30,550.00	8,353.54	-27
01-07-6100	OUTSIDE LABOR-G&A	0.00	124.95	124.95	0.00	1,249.50	1,249.50	0	1,500.00	(1,500.00)	100
01-07-6101	SOFTWARE & DATA EXPENSE-G&A	6,538.83	4,456.55	(2,082.28)	48,965.77	44,565.50	(4,400.27)	92	53,500.00	(4,534.23)	8
01-07-6103	DUES, SUBSCRIPTION, SC HOOL-G&A	261.00	458.15	197.15	3,314.46	4,581.50	1,267.04	60	5,500.00	(2,185.54)	40
01-07-6104	EMPLOYEE RELATED EXPENSE	0.00	458.15	458.15	3,446.02	4,581.50	1,135.48	63	5,500.00	(2,053.98)	37
01-07-6105	TAX COLLECTION EXP. (SBISD)	0.00	1,999.20	1,999.20	845.90	19,992.00	19,146.10	4	24,000.00	(23,154.10)	96
01-07-6106	SECURITY SYSTEM-G&A-	0.00	583.10	583.10	11,024.55	5,831.00	(5,193.55)	157	7,000.00	4,024.55	-57
01-07-6140	HARRIS CO. APPRAISAL DISTRICT	0.00	999.60	999.60	9,509.00	9,996.00	487.00	79	12,000.00	(2,491.00)	21
01-07-6141	ACCOUNTING & AUDITING	0.00	5,997.60	5,997.60	41,814.95	59,976.00	18,161.05	58	72,000.00	(30,185.05)	42

My Budget Variance Report

As Of: 02/28/2025

Fund: 01 - GENERAL FUND

EXPENDITURES

ACCT#	ACCOUNT NAME	CURRENT MONTH			YEAR TO DATE			ANNUAL BUDGET		
		ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	TOTAL	REMAINING	%
01-07-6142	LEGAL & CONTINGENCIES FEES-G&A	0.00	6,664.00	6,664.00	149,372.12	66,640.00	(82,732.12)	80,000.00	69,372.12	-87
01-07-6143	MESSENGER SERVICE-G&A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01-07-6301	VEHICLE EXP. & REIMBURSEMENT	0.00	1,074.57	1,074.57	10,600.00	10,745.70	145.70	12,900.00	(2,300.00)	18
01-07-6400	PURCHASE OF EQUIPMENT-G&A	0.00	41.65	41.65	770.85	416.50	(354.35)	500.00	270.85	-54
01-07-6401	EQUIPMENT EXPENSE	0.00	124.95	124.95	0.00	1,249.50	1,249.50	1,500.00	(1,500.00)	100
01-07-6500	REPAIRS & MAINT- OFFICE BLDG.	0.00	1,524.39	1,524.39	20,439.90	15,243.90	(5,196.00)	18,300.00	2,139.90	-12
01-07-6501	OFFICE EQUIP. REPAIRS MAINT.	0.00	0.00	0.00	4,494.26	0.00	(4,494.26)	0.00	4,494.26	
01-07-6503	REPAIRS/MAINT- 435 PINEY PT.	0.00	7,297.08	7,297.08	4,355.08	72,970.80	68,615.72	87,600.00	(83,244.92)	95
01-07-6700	NATURAL GAS-G&A	0.00	33.32	33.32	0.00	333.20	333.20	400.00	(400.00)	100
01-07-6701	ELECTRICITY-G&A	0.00	416.50	416.50	2,700.00	4,165.00	1,465.00	5,000.00	(2,300.00)	46
01-07-6702	TELEPHONE EXPENSE-G&A	513.97	1,374.45	860.48	8,959.28	13,744.50	4,785.22	16,500.00	(7,540.72)	46
01-07-6800	INSURANCE-G&A	836.25	749.70	(86.55)	10,228.21	7,497.00	(2,731.21)	9,000.00	1,228.21	-14
01-07-6900	FREIGHT CHARGES-G&A	0.00	16.66	16.66	0.00	166.60	166.60	200.00	(200.00)	100
01-07-6901	TAP COSTS-G&A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01-07-6902	OFF. FURNITURE/FURNISHING-G&A	0.00	124.95	124.95	960.91	1,249.50	288.59	1,500.00	(539.09)	36
01-07-6903	MEDICAL EXP.-G&A	0.00	4.99	4.99	0.00	49.90	49.90	60.00	(60.00)	100
01-07-6904	BANKING FEES	80.76	416.50	335.74	304.73	4,165.00	3,860.27	5,000.00	(4,695.27)	94
01-07-7005	POSTAGE-G&A	0.00	291.55	291.55	945.12	2,915.50	1,970.38	3,500.00	(2,554.88)	73
01-07-7006	PUBLIC NOTICES EXP.	0.00	83.30	83.30	4,174.60	833.00	(3,341.60)	1,000.00	3,174.60	-317
01-07-7007	OFFICE SUPPLIES-G&A	1,049.46	666.40	(383.06)	9,238.84	6,664.00	(2,574.84)	8,000.00	1,238.84	-15
01-07-8000	MISCELLANEOUS-G&A	369.04	49.98	(319.06)	2,045.75	499.80	(1,545.95)	600.00	1,445.75	-241
01-07-8100	SUPERVISORS EXPENSES-G&A	417.84	16.66	(401.18)	5,916.64	166.60	(5,750.04)	200.00	5,716.64	-2,858
01-07-9000	CAPITAL OUTLAY-G&A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

My Budget Variance Report

As Of: 02/28/2025

Fund: 01 - GENERAL FUND

EXPENDITURES

CURRENT MONTH

YEAR TO DATE

ANNUAL BUDGET

ACCT#	ACCOUNT NAME	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
01-07-9300	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-07-9400	ENG./ARCHITECTS FEES-G&A	0.00	1,707.65	1,707.65	13,029.18	17,076.50	4,047.32	64	20,500.00	(7,470.82)	36
01-07-9500	DISPOSITION OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-07-9501	UNCLAIMED PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL GENERAL & ADMINISTRATION		90,656.41	110,698.19	20,041.78	1,183,357.81	1,106,981.90	(76,375.91)	89	1,328,910.00	(145,552.19)	11
TOTAL EXPENSE		1,221,755.83	1,091,638.99	(130,116.84)	9,661,832.55	10,916,389.90	1,254,557.35	74	13,104,910.00	3,443,077.45	26

REVENUE OVER/(UNDER) EXPENDITURE

		(667,677.01)	(175,672.19)	(492,004.82)	(592,893.71)	(1,756,721.90)	1,163,828.19		(2,108,910.00)	(5,370,138.61)	
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Memorial Villages Water Authority, TX

CIP Piney Point Booster Pumps

Account Summary

For Fiscal: Current Period Ending: 02/28/2025

	February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
WATER PLANT IMPROVEMENTS	60,392.50	0.00	60,392.50	100.00%	603,925.00	0.00	603,925.00	100.00%	725,000.00
PINEY POINT BOOSTER PUMP REHAB 20...	0.00	74,254.50	-74,254.50	0.00%	0.00	765,651.53	-765,651.53	0.00%	0.00
ENGINEERING EXP-WP	8,829.80	0.00	8,829.80	100.00%	88,298.00	-925.64	89,223.64	101.05%	106,000.00
ENGINEERING FEE - PINEY POINT BOOST...	0.00	0.00	0.00	0.00%	0.00	94,557.47	-94,557.47	0.00%	0.00
Total Expense:	69,222.30	74,254.50	-5,032.20	-7.27%	692,223.00	859,283.36	-167,060.36	-24.13%	831,000.00
Total Fund: 01 - GENERAL FUND:	69,222.30	74,254.50	-5,032.20	-7.27%	692,223.00	859,283.36	-167,060.36	-24.13%	831,000.00
Report Total:	69,222.30	74,254.50	-5,032.20	-7.27%	692,223.00	859,283.36	-167,060.36	-24.13%	831,000.00

Fund: 01 - GENERAL FUND

Expense

[01-01-9000](#)

[01-01-9001](#)

[01-01-9400](#)

[01-01-9401](#)



Memorial Villages Water Authority, TX

CIP Magdalene Waterline

Account Summary

For Fiscal: Current Period Ending: 02/28/2025

	February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
WATER DISTRIBUTION IMPROVEMENT	66,640.00	0.00	66,640.00	100.00%	666,400.00	0.00	666,400.00	100.00%	800,000.00
ENGINEERING EXPENSE-WD	9,996.00	0.00	9,996.00	100.00%	99,960.00	0.00	99,960.00	100.00%	120,000.00
ENGINEERING FEE - MAGDELINE WATER...	0.00	0.00	0.00	0.00%	0.00	3,662.50	-3,662.50	0.00%	0.00
Total Expense:	76,636.00	0.00	76,636.00	100.00%	766,360.00	3,662.50	762,697.50	99.52%	920,000.00
Total Fund: 01 - GENERAL FUND:	76,636.00	0.00	76,636.00	100.00%	766,360.00	3,662.50	762,697.50	99.52%	920,000.00
Report Total:	76,636.00	0.00	76,636.00	100.00%	766,360.00	3,662.50	762,697.50	99.52%	920,000.00

Fund: 01 - GENERAL FUND

Expense

[01-02-9000](#)

[01-02-9400](#)

[01-02-9402](#)



Memorial Villages Water Authority, TX

CIP WWTP Clarifier (North)

Account Summary

For Fiscal: Current Period Ending: 02/28/2025

	February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
WWTF & TRUNK LINE IMPROVEMENTS	187,425.00	0.00	187,425.00	100.00%	1,874,250.00	0.00	1,874,250.00	100.00%	2,250,000.00
CLARIFIER REHAB NO.1 2024	0.00	932,793.75	-932,793.75	0.00%	0.00	1,178,786.25	-1,178,786.25	0.00%	0.00
ENGINEERING EXPENSE-WWTF	28,072.10	0.00	28,072.10	100.00%	280,721.00	86,790.23	193,930.77	69.08%	337,000.00
ENGINEERING FEE - CLARIFIER NO.1 RE...	0.00	0.00	0.00	0.00%	0.00	49,098.66	-49,098.66	0.00%	0.00
Total Expense:	215,497.10	932,793.75	-717,296.65	-332.86%	2,154,971.00	1,314,675.14	840,295.86	38.99%	2,587,000.00
Total Fund: 01 - GENERAL FUND:	215,497.10	932,793.75	-717,296.65	-332.86%	2,154,971.00	1,314,675.14	840,295.86	38.99%	2,587,000.00
Report Total:	215,497.10	932,793.75	-717,296.65	-332.86%	2,154,971.00	1,314,675.14	840,295.86	38.99%	2,587,000.00

Fund: 01 - GENERAL FUND

Expense

01-03-9000

01-03-9003

01-03-9400

01-03-9403



Memorial Villages Water Authority, TX

CIP Echo Lift Station

Account Summary

For Fiscal: Current Period Ending: 02/28/2025

	February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
SEWER COLLECTION IMPROVEMENTS	20,825.00	0.00	20,825.00	100.00%	208,250.00	81,067.50	127,182.50	61.07%	250,000.00
ECHO LIFT STATION 2025	0.00	0.00	0.00	0.00%	0.00	344,898.50	-344,898.50	0.00%	0.00
ENGINEERING EXPENSE-SC	3,082.10	0.00	3,082.10	100.00%	30,821.00	27,206.84	3,614.16	11.73%	37,000.00
ENGINEERING FEE - ECHO LIFT STATION ...	0.00	0.00	0.00	0.00%	0.00	63,252.81	-63,252.81	0.00%	0.00
Total Expense:	23,907.10	0.00	23,907.10	100.00%	239,071.00	516,425.65	-277,354.65	-116.01%	287,000.00
Total Fund: 01 - GENERAL FUND:	23,907.10	0.00	23,907.10	100.00%	239,071.00	516,425.65	-277,354.65	-116.01%	287,000.00
Report Total:	23,907.10	0.00	23,907.10	100.00%	239,071.00	516,425.65	-277,354.65	-116.01%	287,000.00

Fund: 01 - GENERAL FUND

Expense

[01-04-9000](#)

[01-04-9006](#)

[01-04-9400](#)

[01-04-9406](#)



Memorial Villages Water Authority, TX

CIP Blalock Sewerline Repair

Account Summary

For Fiscal: Current Period Ending: 02/28/2025

	February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
SEWER REHAB - PINEY POINT 2025	0.00	0.00	0.00	0.00%	0.00	161,679.86	-161,679.86	0.00%	0.00
ENGINEERING FEE - SEWER REHAB PINEY..	0.00	0.00	0.00	0.00%	0.00	14,148.80	-14,148.80	0.00%	0.00
Total Expense:	0.00	0.00	0.00	0.00%	0.00	175,828.66	-175,828.66	0.00%	0.00
Total Fund: 01 - GENERAL FUND:	0.00	0.00	0.00	0.00%	0.00	175,828.66	-175,828.66	0.00%	0.00
Report Total:	0.00	0.00	0.00	0.00%	0.00	175,828.66	-175,828.66	0.00%	0.00

Fund: 01 - GENERAL FUND

Expense

[01-04-9007](#)

[01-04-9407](#)



Memorial Villages Water Authority, TX

Expense Approval Register

Report: APPKT00245 - PO PAYABLES PERIOD 02.07.25

EXHIBIT I

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 01 - GENERAL FUND					
ADVANCED CRANE & HOIST	48753	01/29/2025	ANNUAL INSPECTION FOR C	01-03-6500	1,200.00
CORE & MAIN LP	W072421	01/31/2025	STOCK MATERIALS	01-02-6500	2,967.00
CORE & MAIN LP	W355810	01/31/2025	STOCK MATERIALS	01-02-6500	736.44
PVS DX, INC	057021557-24	11/26/2024	6 150# CYL OF CHLORINE FO	01-01-7001	1,078.71
PVS DX, INC	057021558-24	11/26/2024	7 150# CYL OF CHLORINE FO	01-01-7001	1,618.07
PVS DX, INC	057001589-25	02/02/2025	2 (1) ton Cylinders of Chlorin	01-03-7001	4,316.80
GEMINI GROUP LLC	1092	02/07/2025	ANNUAL WATER QUALITY RE	01-01-6125	2,993.00
GEMINI GROUP LLC	1092	02/07/2025	ANNUAL WATER QUALITY RE	01-01-6125	2,993.00
GEMINI GROUP LLC	1092	02/07/2025	ANNUAL WATER QUALITY RE	01-01-6125	2,993.00
Fund 01 - GENERAL FUND Total:					20,896.02
Grand Total:					20,896.02



Memorial Villages Water Authority, TX

Expense Approval Register

Project: APPKT00246 - 02.13.25 PAYABLE PAYMENT

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 01 - GENERAL FUND					
TYLER TECHNOLOGIES, INC	025-493982	01/15/2025	NEW EMPLOYEE LIVE TRAINI	01-05-6102	2,465.00
PURIFY	14129582822	01/24/2025	SODIUM BISULFATE	01-03-7001	4,393.01
JACKSON WALKER LLP	2029729	12/31/2024	LEGAL SERVICES RENDERED	01-03-6142	10,075.02
TREY CANTU	INV0000601	01/27/2025	ANNUAL PERMIT RENEWAL -	01-01-6161	309.00
ADVANCED CRANE & HOIST	48753	01/29/2025	ANNUAL INSPECTION FOR C	01-03-6500	1,200.00
EXXON	102736321	01/31/2025	EXXON GAS JAN 25	01-01-7000	627.09
EXXON	102736321	01/31/2025	EXXON GAS JAN 25	01-02-7000	653.66
EXXON	102736321	01/31/2025	EXXON GAS JAN 25	01-03-7000	192.36
FASTEST LABS	1590	01/31/2025	POST ACCIDENT TESTING FO	01-07-8000	145.00
TEXAS 811 EXCAVATION	25-00752	01/31/2025	MSG FEES FOR JAN25	01-02-8000	316.25
LANGFORD ENGINEERING	28455	01/31/2025	WWTP CLARIFIER IMPROVE	01-03-9403	15,958.69
LANGFORD ENGINEERING	28456	01/31/2025	WWTP CLARIFIER IMPROVE	01-03-9403	24,521.60
LANGFORD ENGINEERING	28457	01/31/2025	WP PINEY POINT BOOSTER P	01-01-9401	558.96
LANGFORD ENGINEERING	28458	01/31/2025	ECHO LANE LIFT STATION IM	01-04-9406	9,725.47
LANGFORD ENGINEERING	28459	01/31/2025	WWTP GENERAL ENGINEERI	01-03-9400	33,840.39
LANGFORD ENGINEERING	28460	01/31/2025	GENERAL ENGINEERING SER	01-07-9400	1,552.92
RICHARD M. CULVER	INV0000603	01/31/2025	REIMBURSEMENT FOR RENT	01-01-6300	48.71
TRIHDRAL, INC.	US-8105	01/31/2025	VTSCADA SYSTEM RENEWAL	01-01-6101	4,328.43
TRIHDRAL, INC.	US-8105	01/31/2025	VTSCADA SYSTEM RENEWAL	01-03-6101	1,442.82
CORE & MAIN LP	W072421	01/31/2025	STOCK MATERIALS	01-02-6500	2,967.00
CORE & MAIN LP	W355810	01/31/2025	STOCK MATERIALS	01-02-6500	736.44
PVS DX, INC	057021557-24	11/26/2024	6 150# CYL OF CHLORINE FO	01-01-7001	1,078.71
PVS DX, INC	057021558-24	11/26/2024	7 150# CYL OF CHLORINE FO	01-01-7001	1,618.07
MUNICIPAL H2O	13982	02/01/2025	ANNUAL EPA RMP COMPLIA	01-03-6100	4,200.00
PVS DX, INC	057001589-25	02/02/2025	2 (1) ton Cylinders of Chlorin	01-03-7001	4,316.80
CFI SERVICES, INC.	88561	07/16/2024	CHLORINE LEAK REPAIR	01-03-6500	2,916.22
TREY CANTU	INV0000602	02/03/2025	REIMBURSEMENT FOR OFFIC	01-07-7007	15.96
LEON W. LEVANDOWSKI, JR.	01.25 REIM	01/31/2025	LEON JANUARY REIMBURSE	01-01-6301	350.00
LEON W. LEVANDOWSKI, JR.	01.25 REIM	01/31/2025	LEON JANUARY REIMBURSE	01-02-6301	150.00
TREY CANTU	01.25	01/31/2025	TREY REIMBURSEMENT FOR	01-07-6301	1,000.00
TREY CANTU	01.25	01/31/2025	TREY REIMBURSEMENT FOR	01-07-6301	75.00
VILLAGES MUTUAL INS. COO	02.25	02/05/2025	VMIG EMPLOYEE GROUP INS	01-07-5200	24,340.35
CFI SERVICES, INC.	88585	07/16/2024	ANNUAL PM CHLORINATOR I	01-03-6500	2,339.74
CFI SERVICES, INC.	89343	08/31/2024	SERVICE PROVIDED FOR LEA	01-01-6500	5,461.06
NORTON ROSE FULBRIGHT U	9495591036	01/31/2025	PROFESSIONAL SERVICES RE	01-07-6142	7,969.81
LEON W. LEVANDOWSKI, JR.	INV0000599	01/31/2025	REIMBURSEMENT FOR OFFI	01-07-7007	106.84
LEON W. LEVANDOWSKI, JR.	INV0000600	01/04/2025	TOWING TRUCK SERVICES FO	01-01-6300	225.50
CHRISTOPHER SIMIEN	INV0000604	02/06/2025	REIMBURSEMENT FOR RESILI	01-07-6103	150.00
EDUARDO PINEDA	INV0000605	02/06/2025	REIMBURSEMENT FOR CLAS	01-07-6103	111.00
GEMINI GROUP LLC	1092	02/07/2025	ANNUAL WATER QUALITY RE	01-01-6125	2,993.00
CAPITAL SERVICES	5202-047	02/07/2025	JANITORIAL SERVICES FOR FE	01-01-6500	455.00
DEPT OF HEALTH AND HUMA	90031660	01/27/2025	SAMPLING FEE JAN	01-01-6125	165.00
Fund 01 - GENERAL FUND Total:					176,095.88
Grand Total:					176,095.88



Memorial Villages Water Authority, TX

Expense Approval Register

Packet: APPKT00254 - 02.27.25 PO PAYABLES PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 01 - GENERAL FUND					
EXPERTS UNDERGROUND SO	E25-005-01	02/17/2025	EMERGENCY WATER BREAK	01-02-6500	4,000.00
PVS DX, INC	057001827-25	02/20/2025	10 150 lbs Cylinders Chlorine	01-01-7001	1,618.07
MY FLEET CENTER	135761	02/20/2025	INSPECTION FOR TRUCK UNI	01-03-6500	16.65
MY FLEET CENTER	135765	02/20/2025	OIL CHANGE FOR PETE'S TRU	01-03-6300	96.85
MY FLEET CENTER	136784	02/20/2025	INSPECTION FEE FOR NELSO	01-01-6300	16.65
QUILL CORPORATION	42882285 & 42904408	02/20/2025	QUILL BRAND INVISIBLE TAP	01-07-7007	17.81
QUILL CORPORATION	42882285 & 42904408	02/20/2025	DIXIE HEAVY WEIGHT PAPER	01-07-7007	36.00
QUILL CORPORATION	42882285 & 42904408	02/20/2025	EPSON BLACK HIGH YIELD IN	01-07-7007	41.69
QUILL CORPORATION	42882285 & 42904408	02/20/2025	VANGODDY NYLON LAPTOP	01-07-7007	44.53
QUILL CORPORATION	42882285 & 42904408	02/20/2025	FEBREZE AIR FRESHNER	01-07-7007	14.20
QUILL CORPORATION	42882285 & 42904408	02/20/2025	CLOROX DISINFECTING WIPE	01-07-7007	31.44
EXPERTS UNDERGROUND SO	E25-005-02	02/20/2025	EMERGENCY SANITARY SEW	01-04-6500	6,000.00
CHLORINATOR MAINT. CO., I	47241	02/21/2025	NEW SNYDER 250 GALLON D	01-01-6400	1,684.00
CHLORINATOR MAINT. CO., I	47260	02/05/2025	Replacing Circuit board for C	01-01-6500	644.00
Fund 01 - GENERAL FUND Total:					14,261.89
Grand Total:					14,261.89



Memorial Villages Water Authority, TX

Expense Approval Register

ket: APPKT00255 - 02.27.25 PAYABLE PAYMENT

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 01 - GENERAL FUND					
PVS DX, INC	DE05000459-25	01/31/2025	RENTAL INVOICE 150#CYL A	01-01-7002	315.00
IMAGE COMMUNICATION	096964	12/31/2024	SERVICE, SUPPLIES&MAINT F	01-07-6501	124.00
IMAGE COMMUNICATION	097466	01/31/2025	SERVICE,SUPPLIES& MAINT F	01-07-6501	104.00
BLUE IRON TECHNOLOGIES	39453	02/01/2025	SOFTWARE SERVICES FOR JA	01-07-6101	6,538.83
OFFICE OF ANN HARRIS BEN	1459411	02/13/2025	REGISTRATION VIN#3GCPWA	01-03-6300	10.25
JACKSON WALKER LLP	2033806	01/31/2025	LEGAL SERVICES RENDERED	01-03-6142	11,705.20
EXPERTS UNDERGROUND SO	E25-005-01	02/17/2025	EMERGENCY WATER BREAK	01-02-6500	4,000.00
PVS DX, INC	057001827-25	02/20/2025	10 150 lbs Cylinders Chlorine	01-01-7001	1,618.07
MY FLEET CENTER	135761	02/20/2025	INSPECTION FOR TRUCK UNI	01-03-6500	16.65
MY FLEET CENTER	135765	02/20/2025	OIL CHANGE FOR PETE'S TRU	01-03-6300	96.85
MY FLEET CENTER	136784	02/20/2025	INSPECTION FEE FOR NELSO	01-01-6300	16.65
SPM DOCUMENT SOLUTION	17339	02/20/2025	UTILITY STATEMENT PRINTI	01-05-6102	2,482.22
QUILL CORPORATION	42882285 & 42904408	02/20/2025	QUILL BRAND INVISIBLE TAP	01-07-7007	17.81
QUILL CORPORATION	42882285 & 42904408	02/20/2025	DIXIE HEAVY WEIGHT PAPER	01-07-7007	36.00
QUILL CORPORATION	42882285 & 42904408	02/20/2025	EPSON BLACK HIGH YIELD IN	01-07-7007	41.69
QUILL CORPORATION	42882285 & 42904408	02/20/2025	CLOXOX DISINFECTING WIPE	01-07-7007	31.44
QUILL CORPORATION	42882285 & 42904408	02/20/2025	VANGODDY NYLON LAPTOP	01-07-7007	44.53
QUILL CORPORATION	42882285 & 42904408	02/20/2025	FEBREZE AIR FRESHNER	01-07-7007	14.20
EXPERTS UNDERGROUND SO	E25-005-02	02/20/2025	EMERGENCY SANITARY SEW	01-04-6500	6,000.00
TREY CANTU	INV0000627	02/20/2025	GIFT CARDS - SPECIAL SKILLS	01-07-8000	222.54
TREY CANTU	INV0000628	02/20/2025	BOARD MEETING DINNER	01-07-8100	417.84
SUSTANITE SUPPORT SERVIC	PAY EST NO.2	02/20/2025	WWTP CLARIFIER IMPROVE	01-03-9003	932,793.75
VILLAGES MUTUAL INS. COO	VMIG 03.25	03/01/2025	VMIG EMPLOYEE INSURANC	01-07-5200	24,340.35
OFFICE OF ANN HARRIS BEN	1459412	02/21/2025	REGISTRATION VIN#3GCPWA	01-01-6300	10.25
CHLORINATOR MAINT. CO., I	47241	02/21/2025	NEW SNYDER 250 GALLON D	01-01-6400	1,684.00
CITY OF HOUSTON	COH 01.25	01/31/2025	COH JAN 25 USAGE	01-01-6135	272,800.00
CHLORINATOR MAINT. CO., I	47260	02/05/2025	Replacing Circuit board for C	01-01-6500	644.00
Fund 01 - GENERAL FUND Total:					1,266,126.12
Grand Total:					1,266,126.12