#### MINUTES OF MEETING OF BOARD OF DIRECTORS NOVEMBER 21, 2019

| THE STATE OF TEXAS                               |   |
|--|---|
| COUNTY OF HARRIS                                 | į |
| HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132 |   |

The Board of Directors (the "Board") of Harris County Municipal Utility District No. 132 (the "District") met in regular session, open to the public, at The Overlook, 20114 Pinehurst Drive, Atascocita, Texas, 77346, on November 21, 2019 at 6:00 p.m.; whereupon the roll was called of the Board, to-wit:

Tim Stine, President Don House, Vice President Jerrel Holder, Secretary Michael Whitaker, Assistant Secretary Gregg Mielke, Assistant Secretary

All members of the Board were present thus constituting a quorum. Also attending all or parts of the meeting were Mr. Nick Bailey of BGE, Inc. ("BGE"), engineers for the District; Mr. Shane Stuckey of Stuckey's LLC ("Stuckey's"); Ms. Lina Loaiza of Bob Leared Interests, Tax Assessor and Collector for the District; Ms. Karrie Kay of Myrtle Cruz, Inc.("MCI"), bookkeepers for the District; Mr. Bob Thomas and Mr. Patrick Thomas of ROW Management, LLC; Mr. Allen Jenkins and Mr. Mark Yentzen of Inframark ("Inframark"), operator of the District's facilities; and Ms. Kathleen Ellison and Ms. Jane Maher of Norton Rose Fulbright US LLP ("NRF"), attorneys for the District.

**Call to Order.** The President called the meeting to order in accordance with notice posted pursuant to law, copies of certificates of posting of which are attached hereto as *Exhibit "A"*, and the following business was transacted:

- 1. Public Hearing concerning First Amendment to Strategic Partnership Agreement. The President opened the public hearing to take public comments regarding the First Amendment to the Strategic Partnership Agreement ("First SPA Amendment") with the City of Houston, a copy of which is attached hereto as *Exhibit* "SPA-1." The President summarized the First SPA Amendment. There were no public comments.
- 2. Consider approval of First Amendment to Strategic Partnership Agreement. Upon motion by Director Holder, seconded by Director Whitaker, after full discussion and the question being put to the Board, the Board voted unanimously to approve the First SPA Amendment.
  - 3. **Public Comments**. There were no public comments.
- 4. **Minutes.** Proposed minutes of the regular meeting of October 17, 2019, previously distributed to the Board, were presented for approval. Upon motion by Director Mielke, seconded by Director Whitaker, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the meeting of October 17, 2019, as presented.

5. **Review Tax Collector's Report and authorize payment of certain bills.** The President recognized Ms. Loaiza, who presented the Tax Assessor and Collector's Report, previously distributed to the Board, a copy of which is attached hereto as *Exhibit B*. She reported that 99.2% of the District's 2018 taxes has been collected to date.

Upon motion by Director House, seconded by Director Mielke, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Tax Assessor and Collector's Report and to authorize payment of check numbers 1483 through 1488 from the Tax Account to the persons, in the amounts, and for the purposes stated in the report.

- 6. Report on Golf Villas Association delinquent taxes and any necessary action. The President recognized Ms. Ellison, who reported on the Golf Villas Association delinquent taxes. She stated that she spoke with the District's delinquent tax attorney who stated that the property is currently in limbo and accruing taxes. She stated that the District can foreclose on the property and sell it in a public sale, in which the HOA could bid on the property. She noted that the back taxes would be extinguished if the property is foreclosed on. She also noted that the process could take one to two years. Discussion ensued. Ms. Ellison stated she will coordinate with the delinquent tax attorney to get more information and report back to the Board.
- 7. **Review Bookkeeper's Report, authorize payment of bills and approve Investment Report.** The President recognized Ms. Kay, who reviewed the Bookkeeper's Report as of November 21, 2019, the Investment Report, and the Deposit Collateral Report, previously distributed to the Board and attached as *Exhibit C*.

Upon motion by Director House, seconded by Director Mielke, after full discussion and the question being put to the Board, the Board voted unanimously to accept the Bookkeeper's Report and to authorize payment of check numbers 10536 through 10575 from the Operating Account to the persons, in the amounts, and for the purposes stated therein.

8. Review Operations Report and authorize District maintenance and termination of delinquent account. The President recognized Mr. Jenkins, who reviewed the Operations Reports for October 2019, a copy of which is attached as *Exhibit D*. He reported a 90.2% accountability for the period September 27, 2019 through October 25, 2019. Mr. Jenkins reviewed the Major Maintenance Summary for October 2019.

Mr. Jenkins reviewed the delinquent list. He reported that 119 letters were mailed, 63 delinquent tags were hung, and 18 accounts were disconnected for non-payment. He requested authorization to write off one account in the total amount of \$11.99 and to turn four accounts with a total of \$450.10 to Collections Unlimited of Texas, Inc. for collection.

Mr. Jenkins reported on the payment status of Lifetime Fitness's portion of the line repair. He stated that Lifetime Fitness wants the District to sign a vendor agreement before their share is paid. It was the consensus of the Board to bill the amount as damages on Lifetime Fitness's next bill.

Upon motion by Director House, seconded by Director Mielke, after full discussion and the question being put to the Board, the Board voted unanimously: (1) to approve the Operations Report; (2) to approve termination of the delinquent accounts in accordance with the terms of the District's Rate Order;(3) to write off one account totaling \$11.99 and (4) to turn over \$450.10 in accounts to collections.

- 9. Review Engineer's Report, authorize necessary capital projects and authorize capacity commitments. The President recognized Mr. Bailey, who reviewed the Engineer's Report, a copy of which is attached hereto as *Exhibit E*.
- Mr. Bailey reported on the annual tank evaluations and stated there is mild corrosion at HPT1 at Water Plant No. 2. He recommended that the Board authorize an amount not to exceed \$5,000 so that the contractor can complete the work as they finish the rest of the project.
- Mr. Bailey stated that for the Water Plant No. 2 West Discharge Line, the contractor is finishing up the construction and is replacing the pavement in the areas of the shopping center that were affected by installation of the new water line. He recommended payment of Pay Estimate No. 2 for \$45,441.90. He also recommended payment of an invoice from Ninyo & Moore in the amount of \$2,100.00 for construction materials testing, and the payment of an invoice from Landpoint in the amount of \$7,478.49 for services related to the replat of existing easements around the water plant.
- Mr. Bailey reported that during construction the contractor damaged the water service line to the Rowland/Ballard facility. He stated that the line was promptly repaired by the District's contractor but when the line was re-pressurized, another leak occurred nearby. He noted that Mr. Ballard separately engaged a plumber to make that repair, which costs \$3,128.43 and is asking for the Board's consideration to reimburse him for that payment. It was the consensus of the Board to reimburse Mr. Ballard.
- Mr. Bailey stated that the contracts for the Waterline Replacement, Phase 1 are ready for execution. He presented a proposal from Ninyo & Moore in the amount of \$28,332.00 for construction materials testing and observation services for the project.
- Mr. Bailey introduced Mr. Thomas to the Board. Mr. Thomas stated that 27 easements are required for the FM 1960 widening project. Discussion ensued. Ms. Ellison presented the Easement Acquisition Services Agreement, a copy of which is attached hereto as *Exhibit F*. Upon motion by Director Mielke, seconded by Director Whitaker, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Easement Acquisition Services Agreement and to authorize ROW Management to send initial offer letters for easements in the amounts recommended by ROW Management.

Upon motion by Director Mielke, seconded by Director Whitaker, after full discussion and the question being put to the Board, the Board voted unanimously to: (1) approve the Engineer's Report; (2) authorize up to \$5,000 for touch-up repairs to HPT1 at Water Plant No. 2; (3) approve Pay Estimate No. 2 in the amount of \$45,441.90 for the Water Plant No. 2 West Discharge Line; (4) approve invoice from Ninyo & Moore for construction materials testing services for Water Plant No. 2 Discharge line in the amount of \$2,100.00; (5) approve invoice from Landpoint for replatting services related to the Water Plant No. 2 West Discharge Line in the amount of \$7,478.49; (6) authorize reimbursement to Rowland/Ballard for the repairs to the water service line in the amount of \$3,128.43; and (7) approve proposal from Ninyo & Moore for construction materials testing services for the Waterline Replacement, Phase I in the amount of \$28,332.00.

- 10. Consider FM 1960 Widening issues, including engagement of condemnation attorney, acquisition agent. This item was addressed under the previous item.
- 11. Report on mowing and detention maintenance services. The President recognized Mr. Stuckey, who presented three proposals for the Board's consideration, copies of

which are attached hereto as *Exhibit G*. He stated that the first proposal is for the ditch rehab at South Rebawood at Atascocita Shores in the amount of \$13,673.91, the second proposal is for the tree removal of 54 trees in the amount of \$19,748.66 and the last proposal is for Point #5 pipe additions in the amount of \$39,874.62. Discussion ensued. Mr. Stuckey stated a revised third proposal can be presented with additional slope paving. He stated he can coordinate with Director Whitaker for approval.

Upon motion by Director House, seconded by Director Holder, after full discussion and the question being put to the Board, the Board voted unanimously to approve the proposal for the ditch rehab at South Rebawood at Atascocita Shores in the amount of \$13,673.91, to approve the proposal for the tree removal of 54 trees in the amount of \$19,748.66 and to approve the revised Point #5 pipe additions subject to Director Whitaker's approval.

- 12. **Renew District Insurance Policy (expires 1/24/2020).** The Board reviewed the insurance renewal proposal from McDonald & Wessendorff, a copy of which is attached hereto as *Exhibit H.* It was the consensus of the Board to defer approval until the December meeting.
- 13. **Indemnification of Directors.** Ms. Ellison stated that to the extent that the directors and officers insurance policy does not cover losses of directors carrying out their lawful duties in good faith, then the District can indemnify the directors for losses to the extent of available surplus funds. She requested approval of a Resolution Authorizing Indemnification of Directors, a copy is attached as *Exhibit I*. Upon motion by Director House, seconded by Director Holder, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Resolution Authorizing Indemnification of Directors.
- 14. **Review status and take action on Smart Meter project.** Mr. Jenkins presented the smart meter proposed expenditure and installation schedule/agreement, a copy of which is attached hereto as *Exhibit J*. He stated that the total cost is \$970,599.00. Mr. Yentzen discussed the process of conversion to smart meters. He stated that Inframark can provide letters and door hangers notifying residents of the conversion. Discussion ensued. The Board requested that Inframark confirm the cell phone carrier.

The Board reviewed the Badger Meter Beacon AMA Managed Solution Master Agreement (the "Agreement"), a copy of which is attached hereto as *Exhibit K*. Discussion ensued. It was the consensus of the Board to review both agreements at the December meeting.

- 15. **Discuss and take action in connection with District communications and website.** The President stated that a notice regarding the West Harris County Regional Water Authority's rate increase will be posted on the website.
- 16. Review and set date for December meeting; and such other matters as may properly come before it. It was the consensus of the Board to hold the next meeting on December 19, 2019.

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 Directors on December 19, 2019.

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President, Board of Directors

ATTEST:

Secretary, Board of Directors

(DISTRICT SEAL)



#### HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132

#### NOTICE

In accordance with chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, both as amended, take notice that the Board of Directors of Harris County Municipal Utility District No. 132 will meet in regular session, open to the public, at The Overlook, 20114 Pinehurst Drive, Atascocita, Texas, 77346, at 6:00 p.m., on Thursday, November 21, 2019. At this meeting, the Board will consider the following matters:

- 1. Public Hearing concerning First Amendment to Strategic Partnership Agreement with the City of Houston (testimony and evidence may be presented);
- 2. Consider approval of First Amendment to Strategic Partnership Agreement;
- 3. Receive comments from the public (3 minutes maximum per person):
- 4. Approve minutes of meeting of October 17, 2019;
- 5. Approve Tax Assessor and Collector's Report and authorize payment of bills;
- 6. Report on Golf Villas Association delinquent taxes and any necessary action;
- 7. Approve Bookkeeper's Report, authorize payment of bills and any other District operating matters;
- 8. Approve Operations Report and authorize District maintenance and termination of delinquent accounts;
- 9. Approve Engineer's Report, authorize necessary capital projects, and authorize capacity commitments:
- 10. Consider FM 1960 Widening issues, including engagement of acquisition agent and agreements with Texas Department of Transportation;
- 11. Report on mowing and detention maintenance services and authorize an HARRIS
- 12. Renew District Insurance Policy (expires 1/24/2020);
- 13. Indemnification of Directors:
- 14. Review status and take action on Smart Meter project;
- 15. Discuss and take action in connection with District communications and website:

16. Review and set date for December meeting; and such other matters as may

before it. (DISTRICK WALLS CO. SINGLE CO. SI

Norton Rose Fulbright US LLP

Attorneys for District

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.

#### HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132 1301 MCKINNEY STREET, SUITE 5100 HOUSTON, TEXAS 77010

#### NOTICE OF PUBLIC HEARING

In accordance with Section 43.0751(d), Texas Local Government Code, as amended, take notice that the Board of Directors of Harris County Municipal Utility District No. 132 (the "District") will conduct a public hearing at The Overlook, 20114 Pinehurst Drive, Atascocita, Texas 77346, at 6:00 p.m. on Thursday, November 21, 2019, conserning a proposed First Amendment to the Strategic Partnership Agreement between the District and the City of Houston. At the meeting, members of the public will have an opportunity to present testimony or evidence regarding the First Amendment to Strategic Partnership Agreement. Copies of the proposed First Amendment to the Strategic Partnership Agreement may be obtained at the offices of Norton Rose Fulbright, 1301 McKinney Suite 5100, Houston, Texas, at www.hcmud132.com or by calling (713)651-5589.

The First Amendment to Strategic Partnership Agreement changes the terms upon which the City of Houston may annex the District for full purposes at the termination of the SPA (March 31, 2035). Pursuant to the First Amendment, the City of Houston may annex the District only at the District's request.

NORTON ROSE FULBRIGHT US LLP ATTORNEYS FOR THE DISTRICT

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## CERTIFICATE OF POSTING NOTICE OF MEETING OF BOARD OF DIRECTORS

THE STATE OF TEXAS
COUNTY OF HARRIS
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132

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I hereby certify that on November 18 2019, I posted the Notice of Meeting of the Board of Directors of Harris County Municipal Utility District No. 132, a true copy of which is attached hereto, in a glass enclosed bulletin board located on the grounds of the District's water plant at 8502 Rebawood, Humble, Texas, within said political subdivision, as required by law.

EXECUTED this /8 day of November, 2019.

#### CERTIFICATE OF POSTING NOTICE OF MEETING OF BOARD OF DIRECTORS

| THE STATE OF TEXAS                               | § |
|--|---|
| COUNTY OF HARRIS                                 | § |
| HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132 | § |

I hereby certify that at <u>2</u>: <u>0</u>: <u>p</u>.m. on November <u>15</u>, 2019 I posted the Notice of Meeting of the Board of Directors of Harris County Municipal Utility District No. 132, a true copy of which is attached hereto, in the coffee bar of Norton Rose Fulbright, 1301 McKinney Avenue, 50th floor, Houston, Texas, 77010, being a place convenient to the public in the administrative office of the District.

EXECUTED this \_\_\_\_\_ day of November, 2019.

# FIRST AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, AND HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

THIS FIRST AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT (this "First Amendment") is entered into by and between the CITY OF HOUSTON, TEXAS, a municipal corporation principally situated in Harris County, Texas, acting through its governing body, the City Council of the City of Houston, Texas (the "City"), and HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132, a conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the "District").

#### **RECITALS**

- 1. The Parties entered into that certain Strategic Partnership Agreement dated effective March 31, 2005, pursuant to Ordinance No. 2005-270 passed and adopted by the City Council of the City of Houston on March 16, 2005 (the "Original Agreement").
- 2. The Original Agreement is recorded in the Official Public Records of Real Property of Harris County, Texas, under File No. Y376275, and is incorporated herein for all purposes (the Original Agreement, together with this First Amendment, herein this "Agreement").
- 3. Through this First Amendment, the Parties desire to modify Section 7.02 of this Agreement.
- 4. As required by Section 43.0751 of the Texas Local Government Code (the "Act"), the City held public hearings on November 6, 2019 and November 13, 2019, at City Council Chambers, City Hall, 901 Bagby, Houston, Texas 77002, and the District held public hearings on October 17, 2019 and November 21, 2019 at The Overlook, 20114 Pinehurst Drive, Atascocita, Texas 77346, at which members of the public were given the opportunity to present testimony or evidence regarding this First Amendment, and the City and the District made copies of this First Amendment available, and gave notice of the hearings prior to the public hearings in accordance with the terms of the Act.

#### **AGREEMENT**

**NOW, THEREFORE,** in recognition of the foregoing and in consideration of the mutual covenants and undertakings hereunder, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

- 1. The recitals set forth above are true and correct and form the basis upon which the Parties have entered into this First Amendment, and are hereby incorporated for all purposes.
- 2. Section 7.02 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

51134675.2

#### Section 7.02 Full Purpose Annexation Option at Termination of Agreement

No later than eighteen (18) months prior to the date this Agreement terminates, the Director shall evaluate whether the City should negotiate a new strategic partnership agreement with the District; annex land within the District boundaries for full purposes upon the termination of this Agreement, provided that the Board makes a request for such annexation; or allow this Agreement to expire. No later than twelve (12) months prior to the date this Agreement terminates, the Director shall make a recommendation to the City Council regarding the negotiation of a new strategic partnership agreement, the fullpurpose annexation of land within the District boundaries, or the expiration of this Agreement. If the Director recommends that the City negotiate a new strategic partnership agreement or annex land within the District boundaries for full purposes, and the City Council approves the recommendation, the City shall begin proceedings to negotiate a new strategic partnership agreement with the District or shall begin proceedings to annex land within the District boundaries for full purposes at the end of the term of this Agreement, as applicable. If the Director recommends that the City allow this Agreement to expire and the City Council agrees, or if the City Council rejects the Director's recommendation to negotiate a new strategic partnership agreement or to annex land within the District boundaries for full purposes, the City may begin proceedings to disannex the Tract for limited purposes if authorized under the applicable provision of the Local Government Code. If the City decides to disannex the Tract and has the authority to disannex, the City may institute proceedings to accomplish such disannexation to be effective upon the termination of this Agreement.

- 3. The District shall file this First Amendment for recordation in the Official Public Records of Real Property of Harris County, Texas. This Agreement, as amended, shall bind each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.
- 4. All capitalized terms in this First Amendment that are not otherwise defined herein shall have the meanings assigned to those terms in the Original Agreement.
- 5. To the extent there exists a conflict between the terms of the Original Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.
- 6. Except as modified by the changes set forth in this First Amendment, all other terms, conditions, and provisions of the Original Agreement shall remain unchanged and in full force and effect.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties have executed this First Amendment in multiple copies, effective as of the date of countersignature by the City Controller, each of which is an original. Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. The Parties hereby agree that each Party may sign and deliver this First Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

#### HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132

By:

Tim Stine, President

ATTEST:

By:

Jerrel E. Holder, Secretary

Tax ID No. 74-6252156

THE STATE OF TEXAS

§

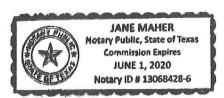
**COUNTY OF HARRIS** 

\$ \$

This instrument was acknowledged before me this 1 day of November, 2019, by Tim Stine, as President, and Jerrel E. Holder, as Secretary, of Harris County Municipal Utility District No. 132, a political subdivision of the State of Texas, on behalf of said political subdivision.

lotary Public in and for the State of Texas

(NOTARY SEAL)



### CITY OF HOUSTON, TEXAS

| Mayor  |   |
|--|---|
| ATTEST:  |   |
| City Secretary   |   |
| APPROVED:  |   |
| Director, Department of Planning and Developmen          | t |
| COUNTERSIGNED:   |   |
| City Controller  |   |
| DATE COUNTERSIGNED:                                      |   |
| APPROVED AS TO FORM:                                     |   |
| Assistant City Attorney<br>L.D. File No. 061-1900272-001 |   |

#### TAX COLLECTOR'S OATH

Harris County MUD#132

COUNTY OF Harris

STATE OF TEXAS

| BOB LEARED, BEING duly sworn, states that he is the Tax Collector for the above named taxing unit and that the foregoing contains a true and correct report, accounting for all taxes collected on behalf of said taxing unit during the month therein stated. | re |
|--|----|
| Box Leaned BOB LEARED  |    |
| SWORN TO AND SUBSCRIBED BEFORE ME, this 7th day of November, 2019.  Michelle Gurheld NOTARY PUBLIC, STATE OF TEXAS   |    |
| (SEAL)  DEBRA MICHELLE GUERRERO Notary Public, State of Texas Comm. Expires 04-10-2022 Notary ID 11179075  |    |
| Submitted to Taxing Unit's Governing Body on   |    |

## HARRIS COUNTY M.U.D. #132 TAX ASSESSOR/COLLECTOR'S REPORT

10/31/2019

| Taxes Receivable: 8/31/2019     | \$     | 48,810.52  |                  |
|---------------------------------|--------|------------|------------------|
| Reserve for Uncollectables      | (      | 32,032.44) |                  |
| Adjustments                     | _      | 1,044.24   | \$<br>17,822.32  |
| Original 2019 Tax Levy          | \$     | 490,789.25 |                  |
| Adjustments                     | _      | 66,978.34  | <br>557,767.59   |
| Total Taxes Receivable          |        |            | \$<br>575,589.91 |
| Prior Years Taxes Collected     | i \$   | 530.21     |                  |
| 2019 Taxes Collected ( .        | .3%) _ | 1,970.37   | <br>2,500.58     |
| Taxes Receivable at: 10/31/2019 |        |            | \$<br>573,089.33 |
| 2019 Receivables:               |        |            |                  |
| Debt Service                    |        |            |                  |
| Maintenance                     |        | 555,797.22 |                  |
|                                 |        |            |                  |

#### bob leared interests

11111 Katy Freeway, Suite 725 Houston, Texas 77079-2197

Fax:

Phone: (713) 932-9011 (713) 932-1150

|  |     | Month of<br>10/2019  | Fiscal to Date 6/01/2019 - 10/31/2019   |
|--|-----|--|---|
| Beginning Cash Balance   | \$  | 25,752.82  | 47,562.68   |
| Receipts:  |     |  |   |
| Current & Prior Years Taxes Penalty & Interest Additional Collection Penalty Stale Dated Checks Tax Certificates Overpayments Deposit Error Funds Pending Certification Refund - due to adjustments Substantial Error Penalty Rendition Penalty  |     | 2,299.75<br>133.84<br>137.63<br>.54<br>1.94-<br>200.83<br>39.86                        | 429.29- 1,243.49 1,157.25 475.82 40.00 .54 .01 1.94- 8,621.31 16.30 116.38  |
| TOTAL RECEIPTS   | \$  | 2,810.51   | 11,239.87   |
| Atty's Fees, Delq. collection CAD Quarterly Assessment Publications, Legal Notice Refund - due to adjustments Transfer to General Fund Tax Assessor/Collector Fee Rendition Penalty Postage Tax Certificates Audit Preparation Records Maintenance Copies Supp/Corr/Name Chgs Envelopes Envelopes - May Del Stmts Tax Lien Transfers Check Cost Delinquent Report Assistance Delinquent Data Transfer File Required Worksheets (SB2) |     | 850.90<br>6,497.25<br>2,216.00<br>6.38<br>200.00<br>30.00<br>200.70<br>25.00<br>101.85 | 1,014.49 1,958.00 850.90 9,151.48 15,000.00 11,080.00 8.65 148.05 60.00 200.00 200.00 60.00 206.68 200.70 46.50 25.00 101.85 155.00 100.00 100.00 |
| TOTAL DISBURSEMENTS  | (\$ | 10,228.08)   | ( 40,467.30)  |
| CASH BALANCE AT: 10/31/2019  | \$_ | 18,335.25  | 18,335.25   |

### Disbursements for month of November, 2019

| Check #   | Payee                        | Description                   | <br>Amount      |
|-----------|------------------------------|-------------------------------|-----------------|
| 1483      | PBFCM                        | Atty's Fees, Delq. collection | \$<br>418.27    |
| 1484      | Vozza Jennifer D & Paul A    | Refund - due to adjustments   | 45.61           |
| 1485      | Mejia Ricardo A & Jennifer J | Refund - due to adjustments   | 45.50           |
| 1486      | Robinson Gary M & Wanda G    | Refund - due to adjustments   | 36.00           |
| 1487      | Molinar Richard              | Refund - due to adjustments   | 73.72           |
| 1488      | Bob Leared                   | Tax Assessor/Collector Fee    | <br>3,269.05    |
| TOTAL DIS | BURSEMENTS                   |                               | \$<br>3,888.15  |
| Remaining | Cash Balance                 |                               | \$<br>14,447.10 |

Wells Fargo Bank, N.A.

#### HISTORICAL COLLECTIONS DATA

| Year       | Collections<br>Month Of<br>10/2019 | Adjustments To<br>Collections<br>10/2019 | Total Tax<br>Collections<br>at 10/31/2019 | Total Taxes<br>Receivable<br>at 10/31/2019 | Collection<br>Percentage |
|------------|------------------------------------|--|---|--|--------------------------|
| 2019       | 1,970.37                           |  | 1,970.37                                  | 555,797.22                                 | .353                     |
| 2018       | 393.36                             | 163.11-                                  | 529,700.28                                | 4,152.10                                   | 99.222                   |
| 017        | 135.53                             | 37.72-                                   | 566,171.10                                | 1,414.96                                   | 99.751                   |
| 016        | 1.32                               |  | 567,679.67                                | 1,128.66                                   | 99.802                   |
| 015        |                                    |  | 577,186.33                                | 828.39                                     | 99.857                   |
| 014        |                                    |  | 596,268.19                                | 585.08                                     | 99.902                   |
| 013        |                                    |  | 592,701.33                                | 424.29                                     | 99.928                   |
| 012        |                                    |  | 698,937.26                                | 401.07                                     | 99.943                   |
| 011        |                                    |  | 987,519.33                                | 576.75                                     | 99.942                   |
| 010<br>009 |                                    |  | 1,454,093.59                              | 862.60                                     | 99.941                   |
| 008<br>008 |                                    |  | 1,522,906.66                              | 812.42                                     | 99.947                   |
| 008        |                                    |  | 1,474,164.14                              | 794.53                                     | 99.946                   |
| 007        |                                    |  | 1,439,191.03                              | 619.95                                     | 99.957                   |
| 005        |                                    |  | 1,280,418.91                              | 618.59                                     | 99.952                   |
| 003        |                                    |  | 1,774,756.21                              | 688.28                                     | 99.961                   |
| 03         |                                    |  | 2,007,456.15                              | 164.64                                     | 99.992                   |
| 002        |                                    |  | 1,898,821.26                              | 786.24                                     | 99.959                   |
| 01         |                                    |  | 1,765,848.46<br>1,702,889.94              | 170.52<br>176.40                           | 99.990                   |
| 000        |                                    |  |   |  | 99.990                   |
| 99         |                                    |  | 1,606,559.30<br>1,508,261.67              | 191.10<br>199.19                           | 99.988<br>99.987         |
| 998        |                                    |  | 1,418,394.68                              | 202.86                                     | 99.986                   |
| 97         |                                    |  | 1,439,047.38                              | 211.83                                     | 99.985                   |
| 96         |                                    |  | 1,404,559.60                              | 211.63                                     | 99.984                   |
| 95         |                                    |  | 1,351,231.35                              | 223.73                                     | 99.983                   |
| 994        |                                    |  | 1,272,691.77                              | 214.91                                     | 99.983                   |
| 993        |                                    |  | 1,190,627.58                              | 212.39                                     | 99.982                   |
| 92         |                                    |  | 1,118,809.31                              | 211.68                                     | 99.981                   |
| 91         |                                    |  | 1,064,724.10                              | 199.63                                     | 99.981                   |
| 90         |                                    |  | 1,010,235.99                              | 233.00                                     | 100.000                  |
| 89         |                                    |  | 1,038,281.57                              |  | 100.000                  |
| 88         |                                    |  | 1,084,280.96                              |  | 100.000                  |
| 87         |                                    | •  | 1,084,794.90                              |  | 100.000                  |
| 86         |                                    |  | 1,157,367.54                              |  | 100.000                  |
| 985        |                                    |  | 1,158,289.16                              |  | 100.000                  |
| 984        |                                    |  | 970,629.19                                |  | 100.000                  |

•

#### HISTORICAL TAX DATA

| Year   | Taxable<br>Value | SR/CR   | Tax<br>Rate | Adjustments  | Reserve for<br>Uncollectibles | Adjusted<br>Levy |
|--------|------------------|---------|-------------|--------------|-------------------------------|------------------|
| 2019   | 619,741,804      | 02/02   | .090000     | 66,978.34    |                               | 557,767.59       |
| 2018   | 593,172,740      | 13 / 13 | .090000     | 37,482.72    | 3.24                          | 533,852.38       |
| 2017   | 601,894,103      | 24 / 24 | .094300     | 21,688.13    |                               | 567,586.06       |
| 2016   | 591,891,997      | 34/34   | .096100     | 24,007.48    |                               | 568,808.33       |
| 2015   | 564,467,611      | 45 / 45 | .102400     | 50,466.59    |                               | 578,014.72       |
| 2014   | 523,571,842      | 51 / 51 | .114000     | 68,403.31    | 18.65                         | 596,853.27       |
| 2013   | 474,682,503      | 63 / 63 | .125000     | 44,328.86    | 228.69                        | 593,125.62       |
| 2012   | 451,286,318      | 56 / 56 | .155000     | 40,300.52    | 155.58                        | 699,338.33       |
| 2011   | 449,659,888      | 78 / 78 | .220000     | 131,465.45   | 1,155.94                      | 988,096.08       |
| 2010   | 434,510,941      | 01/56   | .335000     | 114,475.12   | 655.83                        | 1,454,956.19     |
| 2009   | 454,980,097      | 01/51   | .335000     | 132,656.05   | 464.49                        | 1,523,719.08     |
| 2008   | 440,463,925      | 02/67   | .335000     | 165,583.65   | 595.67                        | 1,474,958.67     |
| 2007   | 411,626,399      | 01/10   | .350000     | 137,381.75   | 882.02                        | 1,439,810.98     |
| 2006   | 366,374,335      | 01/82   | .350000     | 186,042.05   | 1,273.32                      | 1,281,037.50     |
| 2005   | 386,345,294      | 01 / 73 | .460000     | 149,733.52   | 1,744.16                      | 1,775,444.49     |
| 2004   | 358,713,310      | 01/39   | .560000     | 196,911.56   | 1,173.77                      | 2,007,620.79     |
| 2003   | 339,570,610      | 04/35   | .560000     | 257,924.17   | 1,987.94                      | 1,899,607.50     |
| 2002   | 304,739,010      | 07/35   | .580000     | 238,424.45   | 1,467.17                      | 1,766,018.98     |
| 2001   | 284,211,440      | 16/39   | .600000     | 137,823.36   | 2,202.30                      | 1,703,066.34     |
| 2000   | 247,644,090      | 15/40   | .650000     | 137,047.67   | 2,936.99                      | 1,606,750.40     |
| 1999   | 223,008,520      | 11/34   | .677500     | 157,458.98   | 2,457.95                      | 1,508,460.86     |
| 1998   | 206,110,430      | 32/32   | .690000     | 111,247.62   | 3,564.55                      | 1,418,597.54     |
| 1997   | 199,883,920      | 00/00   | .720520     | 68,339.32    | 944.39                        | 1,439,259.21     |
| 1996   | 188,360,160      | 00/00   | .746000     | 99,171.01    | 387.62                        | 1,404,778.92     |
| 1995   | 177,642,980      | 00/00   | .761000     | 66,551.99    | 408.58                        | 1,351,455.08     |
| 1994   | 174,220,060      | 00/00   | .731000     | 18,255.63    | 634.49                        | 1,272,906.68     |
| 1993   | 165,026,400      | 00/00   | .722400     | 1,074.65     | 1,261.79                      | 1,190,839.97     |
| 1992   | 155,553,340      | 00/00   | .720000     | 197.21       | 962.10                        | 1,119,020.99     |
| 1991   | 157,621,010      | 00/00   | .679000     | 199.63       | 1,608.93                      | 1,064,923.73     |
| 1990   | 155,659,125      | 00/00   | .650000     |              | 1,547.84                      | 1,010,235.99     |
| 1989   | 159,958,894      | 16/16   | .650000     | 498.61-      | 952.63                        | 1,038,281.57     |
| 1988   | 155,029,730      | 18/18   | .700000     | 620.55-      | 306.60                        | 1,084,280.96     |
| 1987 . | 155,113,920      | 00/00   | .700000     | 953.33-      | 49.21                         | 1,084,794.90     |
| 1986   | 165,338,220      | 00/00   | .700000     | <del>-</del> | · <del></del>                 | 1,157,367.54     |
| 1985   | 165,469,880      | 00/00   | .700000     |              |                               | 1,158,289.16     |
| 1984   | 138,661,313      | 00/00   | .700000     |              |                               | 970,629.19       |

#### TAX RATE COMPONENTS

| Year | Debt Service<br>Rate | Debt Service<br>Levy                  | Maintenance<br>Rate | Maintenance<br>Levy |
|------|----------------------|---------------------------------------|---------------------|---------------------|
| 2019 |                      | · · · · · · · · · · · · · · · · · · · | .090000             | 557,767.59          |
| 2018 |                      |                                       | .090000             | 533,852.38          |
| 2017 | .009100              | 54,772.34                             | .085200             | 512,813.72          |
| 2016 | .009600              | 56,821.62                             | .086500             | 511,986.71          |
| 2015 | .015900              | 89,750.31                             | .086500             | 488,264.41          |
| 2014 | .027500              | 143,977.78                            | .086500             | 452,875.49          |
| 2013 | .030000              | 142,350.15                            | .095000             | 450,775.47          |
| 2012 | .060000              | 270,711.63                            | .095000             | 428,626.70          |
| 2011 | .125000              | 561,418.21                            | .095000             | 426,677.87          |
| 2010 | .240000              | 1,042,356.66                          | .095000             | 412,599.53          |
| 2009 | .240000              | 1,091,619.62                          | .095000             | 432,099.46          |
| 2008 | .240000              | 1,056,686.79                          | .095000             | 418,271.88          |
| 2007 | .250000              | 1,028,436.39                          | .100000             | 411,374.59          |
| 2006 | .250000              | 915,026.77                            | .100000             | 366,010.73          |
| 2005 | .360000              | 1,389,478.30                          | .100000             | 385,966.19          |
| 2004 | .400000              | 1,434,014.82                          | .160000             | 573,605.97          |
| 2003 | .400000              | 1,356,862.47                          | .160000             | 542,745.03          |
| 2002 | .400000              | 1,217,944.17                          | .180000             | 548,074.81          |
| 2001 | .510000              | 1,447,606.39                          | .090000             | 255,459.95          |
| 2000 | .610000              | 1,507,873.39                          | .040000             | 98,877.01           |
| 1999 | .637500              | 1,419,400.43                          | .040000             | 89,060.43           |
| 1998 | .650000              | 1,336,360.02                          | .040000             | 82,237.52           |
| 1997 | .680000              | 1,358,319.30                          | .040520             | 80,939.91           |
| 1996 | .710000              | 1,336,987.94                          | .036000             | 67,790.98           |
| 1995 | .727000              | 1,291,074.63                          | .034000             | 60,380.45           |
| 1994 | .697000              | 1,213,701.75                          | .034000             | 59,204.93           |
| 1993 | .690000              | 1,137,430.20                          | .032400             | 53,409.77           |
| 1992 | .690000              | 1,072,395.08                          | .030000             | 46,625.91           |
| 1991 | .649000              | 1,017,872.63                          | .030000             | 47,051.10           |
| 1990 | .620000              | 963,609.76                            | .030000             | 46,626.23           |
| 1989 | .620000              | 990,360.93                            | .030000             | 47,920.64           |
| 1988 | .670000              | 1,037,811.82                          | .030000             | 46,469.14           |
| 1987 | .670000              | 1,038,303.74                          | .030000             | 46,491.16           |
| 1986 | .670000              | 1,107,766.12                          | .030000             | 49,601.42           |
| 1985 | .670000              | 1,108,648.25                          | .030000             | 49,640.91           |
| 1984 | .670000              | 929,030.84                            | .030000             | 41,598.35           |

#### Notes:

\$ 200.83 - REPORTED AS TAXES COLLECTED ON PREVIOUS REPORTS.
TRANSFERRED TO REFUND OF ADJUSTMENTS DUE TO CAD
C/R #24, 13. VARIOUS ACCOUNTS.
2017 37.72
2018 163.11

\$ .54 - OVERPAYMENT TO BE REFUNDED UPON TAXPAYER REQUEST. 9900-228-9079

| Tax Exemptions: | 2019    | 2018   | 2017   |
|-----------------|---------|--------|--------|
| Homestead       | .200    | .200   | .200   |
| Over 65         | 40,000  | 40,000 | 40,000 |
| Disabled        | 100,000 | 40,000 | 40,000 |

#### Last Bond Premium Paid:

| Payee                  | Date of Check | Amount |
|------------------------|---------------|--------|
| McDonald & Wessendorff | 12/04/2018    | 400.00 |
| 1/24/19 - 1/24/20      |               |        |

Adjustment Summary: 2019

10/2019 / CORR 002 66,978.34

**TOTAL** 66,978.34

#### HARRIS COUNTY M.U.D. #132 Homestead Payment Plans

Last Last

Tax Payment Payment Balance

<u>Account no. Year Amount Date Due</u>

\*Total Count 0

(I) - BLI Contract (A) - Delinquent Attorney Contract

#### Standard Payment Plans

Last Last
Tax Payment Payment Balance
Account no. Year Amount Date Due

Count 0

\*Total





Summary for Cash Report of November 21, 2019

|                       | Debt<br>Service<br>Fund  | Capital<br>Projects<br>Fund | General<br>Operating<br>Fund |
|-----------------------|--------------------------|-----------------------------|------------------------------|
|                       |                          |                             |                              |
| PREVIOUS CASH BALANCE |                          | 0.00                        | 109,264.61                   |
| CASH RECEIPTS         |                          |                             | 746,982.61                   |
| INTEREST              |                          | 0.00                        | 100.36                       |
| TRANSFERS             |                          | 0.00                        | 0.00                         |
| DISBURSEMENTS         | 0.00                     | 0.00                        | (527,491.40)                 |
| ENDING CASH BALANCE   | 0.00                     | 0.00                        | 328,856.18                   |
| PREVIOUS INVESTMENTS  | 0.00                     | 0.00                        | 10,812,206.74                |
| DEPOSITS              | 0.00                     | 0.00                        | 0.00                         |
| INTEREST              | 0.00                     | 0.00                        | 13,439.13                    |
| TRANSFERS             | 0.00                     | 0.00                        | (350,036.00)                 |
| ENDING INVESTMENTS    | 0.00                     | 0.00                        | 10,475,609.87                |
| CURRENT BALANCE       | 0.00                     | 0.00                        | 10,804,466.05                |
|                       | Customer Deposits        |                             | 190,083.38                   |
|                       | Operating Reserve        |                             | 2,000,000.00                 |
|                       | Capital Projects Reserve |                             | 6,000,000.00                 |
|                       | Debt Service Reserve     | :                           | 0.00                         |
|                       | Net Funds Available      |                             | 2.614.382.67                 |



## Myrtle Cruz, Inc.

3401 Louisiana St, STE 400 . Houston, Tx 77002-9552 . (713)759-1368 . fax 759-1264 . email first\_last@mcruz.com

| 7TS CO MUD # 122   | 5   |
|--|---|
| HARRIS CO. MUD # 132   |   |
| Report for Meeting of November 21st, 2019  |   |
| GENERAL OPERATING FUND (1620P) : BBVA BANK 53314 (:  |   |
| Previous cash balance, October 17th, 2019  | 109,264.61  |
| 1150: water & sewer revenue. 2161: customer meter deposits. 4202: inspection fees. 4300: reg wtr auth revenue. 4330: penalties & interest-svc accts. 10/10 Interest. 10/10 City of Houston SPA Jul 2019. 10/15 AJOB excess reserve overage ck 6208. 10/22 Hc151 Ls1 share ck 11174. 10/23 Hc153 LS1 exp ck 8561. 11/06 taps. 11/13 Hc151 Ls1 Sept ck 11194. 11/13 Escheat 10011/15/48/54/77/81/82/108/136/138/169. 11/15 Escheat 10171/10250/10261/10314/10315/10336/10342. 11/21 trf frm MMS. | 116,573.82<br>1,980.00<br>2,058.03<br>100,608.04<br>2,387.00<br>100.36<br>136,418.68<br>22,662.34<br>1,902.98<br>6,475.36<br>2,575.00<br>2,641.89<br>484.19<br>215.28<br>350,000.00 |
| Total Deposits:  | 747,082.97  |
| 1ess: 10/01 Dep Ret<br>1ess: 10/15 Service Charge  | 1,111.70<br>18.00   |
| 1ess checks completed at or after last meeting: 10533 West Harris County Regional Water Authority; Sept billing 10534 Cavallo Energy; 5 acts 9/20-10/21  | 115,038.20<br>9,080.89  |
| 10534 Cavallo Energy; 5 acts 9/20-10/21  | 135.42  |
| Beginning cash balance, November 21st, 2019  | 730,963.37  |
| 1ess checks to be presented at this meeting: 10536 Tim Stine; 10/17 director fees/expenses   | 415.57  |
| 10537 Don House; 10/17 director fees/expenses  | 138.52  |
| 10538 Jerrel Holder; 10/17 director fees/expenses  | 138.52  |
| 10539 Michael Whitaker; 10/17 director fees/expenses   | 138.52  |
| 10540 Gregg Mielke; 10/17 director fees/expenses   | 138.52  |
| 10541 Myrtle Cruz, Inc.; Oct 2019 bookkeeping/exp  | 2,193.20  |

#### HARRIS CO. MUD # 132

| Cash Report for Meeting of November 21st, 2019 Page: 2   |   |
|--|---|
| 6333 bookkeeping fees 1,935.00<br>6340 office expenses 258.20  |   |
| 10542 Norton Rose Fulbright US LLP; 9495155587 thru 10/31  | 10,085.30<br>15,993.68  |
| 10544 Inframark LLC; 1128003/843 credit-billing operations  6235 r&m - lift sation #1 8,692.08 6235 r&m - lift stations 3,696.76 6235 r&m - sewer 82,742.17 6135 r&m - water 59,090.22 6135 r&m - water plant 16,543.46 6275 inspections 3,286.39 6342 chemicals WP 2,764.03 6332 administrative 31.83 6135 credit frm 1127690 188.09- | 176,658.85  |
| 10545 Atascocita Joint Operations Board; Nov Sch B & C<br>6201 schedule в cost 13,574.81<br>6201 schedule C cost 17,114.46   | 30,689.27   |
| 10546 BGE Inc; 13 invoices including corr 9190418  |   |
| 6335 repair & maint-gener 7,000.00<br>6335 repair & maint-gener 1,999.00   |   |
| 10548 Ninyo & Moore; inv 232439 WP2 disc lnc   | 2,100.00<br>350.32<br>251.95<br>45,441.90<br>7,412.49<br>537.36<br>225.00 |
| 10555 FQSR LLC dba KBP Foods; 7210 FM1960 E spr, dep ref<br>2161 customer meter depos 222.00<br>1150 less final bill 40.00-  | 182.00  |
| 10556 Texas Car Title Payday Loan SE; 8000 FM1960, dep ref<br>2161 customer meter depos 56.00<br>1150 less final bill 14.22-   | 41.78   |
| 10557 Alya Taha; 8022 Twelfth Fairway, dep ref   | 9.00  |
| 10558 Jessica Nemjo; 8019 Pine Green In, dep ref   | 3.10  |
| 10559 Constance Young; 8219 Lake Shore Villa dr, dep ref   | 6.05  |
| 10560 Hadley Cole Custom Const; 20342 Acapulco Cove, dep ref 2161 customer meter depos 65.00 1150 less final bill 56.00-   | 9.00  |
| 10561 Teresa/Scott Dowden; 20322 Acapulco Cove dr, dep ref 2161 customer meter depos 75.00 1150 less final bill 56.00-   | 19.00   |

#### HARRIS CO. MUD # 132

| Cash Rep                         | port f  | or Me  | eting   | of   | Nove  | mber   | 21st  | 20   | 19   | Pag                                      | e :              | 3              | }       |         |   |   |   |
|----------------------------------|---|--|---|--|---|--|---|--|--|--|------------------|----------------|---------|---------|---|---|---|
| 10562                            | GНЈР Р  | 2  | ty LP<br>161<br>.150  | custo  | mer n   | neter  | depo  | e ct,<br>s   | dep  | ref.<br>75.00<br>58.95                   |                  | • • • •        | • • • • |         |   | 16.   | 05  |
| 10563 ו                          | Louis   | 2  | ; 201<br>161<br>150   | custo  | mer n   | neter  | depo  | ores<br>s  | dr,  | dep r<br>65.00<br>56.00                  |                  |                | •••     |         |   | 9.  | 00  |
| 10564 /<br>10565                 | Andrea<br>Tiffan  | y E]]  | rschi<br>ett;<br>161<br>150   | 8735<br>custo  | Sum   | mit<br>neter   | Pines<br>depo                               | s de   | n re   | ct, d<br>f<br>65.00<br>56.00             |                  | ref.           |         |         |   |   | 00  |
| 10566                            | Gobar   | 7  | 8414<br>2161<br>1150  | custo  | mer i   | neter  | depo  | dep r  | ef   | 65.00<br>27.05                           | • • •            |                | •••     |         |   | 37.   | .95   |
| 10567                            | Mike S  | 2  | s; 19<br>2161<br>L150   | custo  | omer i  | neter  | depo  | , dep  | ref  | 65.00<br>56.00                           |                  |                | •••     |         |   | 9.  | .00   |
| 10568<br>10569                   | Pat Qu  | igleyِ<br>ژ  | '; 822<br>2161<br>1150  | !2 Sh<br>custo<br>less   | noreg<br>omer i<br>fina   | rove<br>meter<br>1 bil                                       | dr,<br>depo<br>1                            | dep  | ref.   | 65.00<br>20.50                           |                  |                | • • • • |         |   | 51.<br>85.  | . 90<br>. 50                                  |
| 10570                            | Andrew  | 7  | ce; 83<br>2161<br>L150  | custo  | omer i  | meter  | depo  | , dep<br>s   | ref  | 65.00<br>58.95                           | )                |                | • • • • |         |   | 6.  | .05   |
| 10571                            | Jason   |  | er; 1<br>2161<br>1150   | custo  | omer i  | meter  | depo  | dr,<br>s   | dep  | ref<br>75.00<br>58.95                    | )                | •••            |         | • • • • |   | 16  | .05   |
| 10572<br>10573<br>10574<br>10575 | West H<br>Cavall  | larris<br>lo Ene   | Cour  | ity Fexas  | Regio   | nal<br>∷el   | Wate<br>c 5                                 | r Aut<br>acts.   | hori   | ty; b                                    |                  | ing            |         |         |   |   |   |
| 1                                | 0/01-1  | LO/31  | pı  | 140<br>40<br>oth   | ous o<br>5<br>0 cur<br>er di<br>ing o                                 | r<br>rent<br>sbur  | ecei<br>che<br>seme                         | pts<br>cks<br>nts                                      |  | <<br><                                   | 1<br>7<br>4<br>1 | '47,(<br>102,: |         |         | 328   | 3,856   | .18   |
| TIME_DE                          | POSIT   | INVES  | STMEN   | cs:  |   |  |   |  |  |  |                  |                |         |         |   |   |   |
|                                  | Green<br>Texas<br>Integr<br>Texas<br>Wallis<br>Cadend<br>Third<br>ICON E<br>Alleg<br>Centra<br>Austir | Bank<br>Capit<br>Capit<br>Exchas<br>Stace<br>Bance<br>Coast<br>Sank; | ; 11/1<br>tal Basank;<br>ange I<br>te Bas<br>nk; 4<br>t Bank<br>7/2/1<br>Bank | 12/12<br>ank;<br>12/0<br>3ank<br>nk;<br>/26/<br>k; 0<br>19 d<br>: 7/ | 12/0<br>05/18<br>3/8/1<br>3/8/1<br>19 du<br>5/18,<br>ue 7,            | 02/18<br>3 due<br>26/19<br>19 du<br>1e 4/<br>19 due<br>9 due | due<br>12/<br>due<br>26/2<br>due 0<br>0 02. | 12/0<br>05/19<br>2/2/<br>8/20<br>0 @2<br>5/18,<br>75%. | 02/19<br>9 @2<br>4/20<br>@2.8<br>.45%<br>/20 @ | 02.4<br>.60%<br>.02.26<br>.3%<br>.02.60% | 42%.<br>5%       |                |         |         | 24:<br>24:<br>24:<br>24:<br>24:<br>24:<br>24:<br>24:<br>24: | 2,641<br>3,992<br>4,598<br>5,072<br>0,000<br>0,000<br>0,000<br>0,000<br>0,000 | .82<br>.07<br>.27<br>.00<br>.00<br>.74<br>.00 |
|                                  | DEPOSI<br>BBVA E  | 3ank;<br>0<br>0<br>1<br>1<br>(Tex                                    | 251<br>revio<br>9/01<br>9/15<br>0/01<br>0/15<br>rf to                         | 6150<br>us b<br>inte<br>serv<br>inte<br>serv<br>che<br>; 62<br>us b  | 486.<br>aland<br>rest<br>ice<br>rest<br>ice<br>cking<br>4646<br>aland | ce<br>charg<br>charg<br>2001,                                | ge<br>ge                                    | 350<br>350   | 122<br>18<br>,000                              | .05<br>.00-<br>.35<br>.00-<br>.00-       |                  |                |         |         |   | ),453<br>1,584  |   |

HARRIS CO. MUD # 132

Cash Report for Meeting of November 21st, 2019 Page: 4

previous investments interest transfers withdrawals 10,812,206.74 13,439.13 350,000.00-36.00 >

ending investments 10,475,609.87

\_\_\_\_\_ GENERAL OPERATING FUNDS AVAILABLE November 21st, 2019

\$10,804,466.05 

Operating Budget for Fiscal Year Ending 5/31/2020 Comparison as of 11/21/19 Recap of Revenues and Expenditures

Nov 21, 2019 report

Oct 2019

|                           | Oc            | 1 2019        |                     |                  |               | 5 months     |           |
|---------------------------|---------------|---------------|---------------------|------------------|---------------|--------------|-----------|
|                           | Cur           | ent Period    |                     | Annual           | Fiscal        | Year-to-Date |           |
| REVENUES                  | Actual        | Budget        | Variance            | Budget           | Actual        | Budget       | Variance  |
| KLVLHOLO                  | / totali      | Daaget        | Variance            | Daaget           | 7101001       | Budget       | Variation |
| Operating Revenue         | 366,085.28    | 325,500       | 40,585              | 4,572,000        | 1,832,493.04  | 1,837,500    | (5,007)   |
| Water Revenue             | 60,402.43     | 65,000        | (4,598)             | 700,000          | 298,976.87    | 335,000      | (36,023)  |
| Sewer Revenue             | 55,248.90     | 55,000        | 249                 | 650,000          | 274,706.66    | 275,000      | (293)     |
| Surface Water Conversion  | 100,608.04    | 75,000        | 25,608              | 918,000          | 468,260.15    | 490,000      | (21,740)  |
| Shared LS(#1)             | 11,020.23     | 2,500         | 8,520               | 30,000           | 39,857.65     | 12,500       | 27,358    |
| Penalty & Interest        | 2,387.00      | 2,000         | 387                 | 24,000           | 7,919.10      | 10,000       | (2,081)   |
| Maintenance Taxes         | 0.00          | 1,000         | (1,000)             | 500,000          | 15,000.00     | 2,000        | 13,000    |
| Strategic Partnership Rev | 136,418.68    | 125,000       | 11,419              | 1,750,000        | 727,772.61    | 713,000      | 14,773    |
| Miscellaneous             | 0.00          | 0             | 0                   | 0                | 0.00          | 0            | 0         |
| Non-Operating Revenue     | 18,172.52     | 18,500        | (327)               | 222,000          | 121,373.76    | 92,500       | 28,874    |
| Taps & Inspections        | 4,633.03      | 3,500         | 1,133               | 42,000           | 13,449.25     | 17,500       | (4,051)   |
| Interest Income           | 13,539.49     | 15,000        | (1,461)             | 180,000          | 107,924.51    | 75,000       | 32,925    |
| Miscellaneous             | 0.00          | 13,000        | (1,401)             | 000,000          | 0.00          | 75,000       |           |
| wiscellaneous             | 0.00          |               | U                   | <u> </u>         | 0.00          |              | 0         |
| TOTAL REVENUES            | 384,257.80    | 344,000       | 40,258              | 4,794,000        | 1,953,866.80  | 1,930,000    | 23,867    |
|                           | Cur           | rent Period   |                     | Annual           | Fieral        | Year-to-Date |           |
| EXPENDITURES              | Actual        | Budget        | Variance            | Budget           | Actual        | Budget       | Variance  |
| EXPENDITURES              | Actual        | Duuget        | variance            | Duuyet           | Actual        | Budget       | Variance  |
| Operating                 | 377,079.71    | 700,723       | 323,643             | 2,886,557        | 1,656,408.19  | 2,886,640    | (405,868) |
| District Management       | 969.65        | 2,550         | 1,580               | 70,631           | 14,452.98     | 17,425       | 2,972     |
| District Consultants      | 46,617.52     | 31,435        | (15,183)            | 334,220          | 150,999.68    | 149,175      | (1,825)   |
| District Operations       | 329,492.54    | 183,988       | (145,505)           | 2,481,706        | 1,490,955.53  | 1,083,940    | (407,016) |
| Non-Operating             | 125,391.86    | 482,750       | 357,358             | 3,675,371        | 478,659.43    | 1,636,100    | 1,157,441 |
| TOTAL EXPENDITURES        | 502,471.57    | 700,723       | 198,251             | 6,561,928        | 2,135,067.62  | 2,886,640    | 751,572   |
|                           | ///o o/o ==>  | (0 m o m o o) |                     | // <b>===</b>    | //            | (            |           |
| SURPLUS OR (DEFICIT)      | (118,213.77)  | (356,723)     | 238,509             | (1,767,928)      | (181,200.82)  |              | 775,439   |
| Net Operating Income      | (10,994.43)   | (375,223)     | 364,229             | 1,685,443        | 176,084.85    | (1,049,140)  | (410,875) |
| Net Non-Operating Income  | (107,219.34)  | (464,250)     | 357,031             | (3,453,371)      | (357,285.67)  | (1,543,600)  | 1,186,314 |
|                           |               | C             | ) indicates an unfa | vorable variance |               |              |           |
| Beginning Balance         | 10,921,471.35 |               |                     |                  | 10,976,085.12 |              |           |
| Net Surplus or (Deficit)  | (118,213.77)  |               |                     |                  | (181,200.82)  |              |           |
| Deposits Received         |               |               |                     |                  |               |              |           |
| •                         | 1,980.00      |               |                     |                  | 7,305.00      |              |           |
| Deposits Refunded         | (1,471.00)    |               | •                   |                  | (4,328.00)    |              |           |
| Annual Escheat Funds      | 699.47        |               |                     |                  | 699.47        |              |           |
| Correct fees/exp to 2020  | 0.00          |               |                     |                  | 5,905.28      |              |           |
| Transfer to Debt Service  | 0.00          |               |                     | _                | 0.00          |              |           |
| Ending Balance            | 10,804,466.05 |               |                     | ·                | 10,804,466.05 |              | •         |
| 0.15.15.1                 | 40.004.400.00 |               |                     |                  |               |              | •         |
| Cash Report Balance       | 10,804,466.05 |               |                     |                  | _             |              | • •       |
| Customer Deposits         | 190,083.38    |               |                     |                  | 0.00          |              |           |
| Operating Reserve         | 2,000,000.00  |               |                     |                  |               |              |           |
| Capital Projects Reserve  | 6,000,000.00  |               |                     |                  |               |              |           |
| Debt Service Reserve      | 0.00          |               |                     |                  |               |              |           |
| Net Funds Available       | 2,614,382.67  |               |                     |                  |               |              |           |

HARRIS COUNTY M.U.D. # 132
Operating Budget for Fiscal Year Ending 5/31/2020
Comparison as of 11/21/19
Breakout of Expenditures

|  |                |                  |             |             |                  | 5 months    |                  |
|--|----------------|------------------|-------------|-------------|------------------|-------------|------------------|
| Γ                                      | Cu             | rrent Period     |             | Annual      |                  | Fiscal `    | Year-to-Dat∈     |
|  | Actual         | Budget           | Variance    | Budget      | Actual           | Budget      | Variance         |
| EXPENDITURES                           | 7.000          | Budgot           | 7 4.14.1401 |             |                  |             |                  |
| DISTRICT MANAGEMENT                    | 969.65         | 2,550.00         | 1,580       | 70,631      | 14,452.98        | 17,425      | 2,972            |
| Director Fees                          | 1,050.00       | 1,500.00         | 450         | 19,050      | 6,750.00         | 9,450       | 2,700            |
| Payroll Tax                            | -80.35         | -100.00          | (20)        | 1,401       | 755.97           | 325         | (431)            |
| Election Expense                       | 0.00           | 0.00             | 0           | 3,000       | 0.00             | 0           | 0                |
| Travel Expenses/Registration           | 0.00           | 1,150.00         | 1,150       | 14,500      | 6,947.01         | 7,650       | 703              |
| Membership Dues                        | 0.00           | 0.00             | 0           | 680         | 0.00             | 0           | 0                |
| Insurance & Bonds                      | 0.00           | 0.00             | 0           | 32,000      | 0.00             | Ō           | 0                |
|  |                |                  |             | ,           |                  |             |                  |
| DISTRICT CONSULTANTS                   | 46,617.52      | 31,435.00        | (15,183)    | 334,220     | 150,999.68       | 149,175     | (1,825)          |
| Legal Fees                             | 10,085.30      | 6,000.00         | (4,085)     | 72,000      | 36,663.41        | 30,000      | (6,663)          |
| Auditing Fees                          | 0.00           | 5,000.00         | 5,000       | 17,000      | 12,500.00        | 17,000      | 4,500            |
| Engineering - General                  | 23,067.22      | 7,000.00         | (16,067)    | 84,000      | 33,900.02        | 35,000      | 1,100            |
| Financial Advisor Fees                 | 0.00           | 0.00             | 0           | . 0         | 0.00             | 0           | 0                |
| Accounting Fees                        | 1,935.00       | 1,935.00         | 0           | 23,220      | 9,691.25         | 9,675       | (16)             |
| Operator                               | 11,530.00      | 11,500.00        | (30)        | 138,000     | 58,245.00        | 57,500.00   | (745)            |
| Operator Fees - General                | 11,530.00      | 11,500.00        | (30)        | 138,000     | 58,245.00        | 57,500      | (745)            |
| Operator Fees - Special                | 0.00           | 0.00             | 0           | 0           | 0.00             | 0           | 0                |
| •                                      |                |                  |             |             |                  |             | •                |
| DISTRICT OPERATIONS                    | 329,492.54     | 183,988.00       | (145,505)   | 2,481,706   | 1,490,955.53     | 1,083,940   | (407,016)        |
| Repairs and Maintenance                | 204,714.03     | 70,000.00        | (134,714)   | 840,000     | 669,702.51       | 350,000     | (319,703)        |
| R&M - Water Plant                      | 16,543.46      | 15,000.00        | (1,543)     | 180,000     | 50,331.98        | 75,000      | 24,668           |
| R&M - Water Distribution               | 59,090.22      | 25,000.00        | (34,090)    | 300,000     | 249,398.46       | 125,000     | (124,398)        |
| R&M - Sanitary Waste Water Collection  | 42,932.36      | 20,000.00        | (22,932)    | 240,000     | 270,125.26       | 100,000     | (170,125)        |
| R&M - Storm Water Collection           | 86,147.99      | 10,000.00        | (76,148)    | 120,000     | 99,846.81        | 50,000      | (49,847)         |
| R&M - General                          | 0.00           | 0.00             | 0           | 0           | 0.00             | 0           | 0                |
| Atascocita Central Plant               | 8,026.93       | 14,838.00        | 6,811       | 343,056     | 129,040.58       | 134,190     | 5,149            |
| Purchased Sewer Service "B"            | 13,574.81      | 12,818.00        | (757)       | 153,816     | 67,874.05        | 64,090      | (3,784)          |
| Purchased Sewer Service "C"            | 17,114.46      | 17,020.00        | (94)        | 204,240     | 83,828.87        | 85,100      | 1,271            |
| Major Repairs / Adjustments            | -22,662.34     | -15,000.00       | 7,662       | -15,000     | -22,662.34       | (15,000)    | 7,662            |
| R&M - Shared Lift Stations LS 3,4      | 602.27<br>0.00 | 2,500.00<br>0.00 | 1,898<br>0  | 30,000<br>0 | 5,845.42<br>0.00 | 12,500<br>0 | 6,655            |
| Bulk Water Purchased (HC153)           | 0.00           | 400.00           | 400         | 4,800       | 2,719.20         | 2,000       |                  |
| Laboratory Fees<br>Chemicals           | 2,764.03       | 3,000.00         | 236         | 36,000      | 16,155.43        | 15,000      | (719)<br>(1,155) |
| Permits & Assessments                  | 0.00           | 0.00             | 250<br>0    | 13,400      | 0.00             | 13,000      | (1,155)          |
| WHCRWA                                 | 115,038.20     | 0.00             | (35,038)    | 1,013,000   | 554,369.90       | 475,000     | (79,370)         |
| Utilities                              | 9,216.31       | 7,800.00         | (1,416)     | 100,300     | 46,566.23        | 47,000      | 434              |
| Office Expense, Postage                | 4,807.71       | 3,500.00         | (1,308)     | 42,000      | 24,583.27        | 17,500      | (7,083)          |
| District Communications                | 0.00           | 250.00           | 250         | 3,750       | 0.00             | 1,250       | 1,250            |
| Drainage Channel Maintenenace(Stuckey) | -23,089.43     | 1,700.00         | 24,789      | 55,400      | 34,560.50        | 29,500      | (5,061)          |
| Miscellaneous                          | 7,412.49       | 0.00             | (7,412)     | 00,400      | 7,412.49         | 20,000      | (7,412)          |
| Miscolaticous                          | 1,412.40       | 0.00             | (7,412)     | ŭ           | 7,112.10         | ŭ           | (7,422)          |
| NON-OPERATING                          | 125,391.86     | 482,750          | 371,922     | 3,520,371   | 478,659          | 1,636,100   | 1,157,441        |
| Cost of Taps and Inspections           | 3,286.39       | 2,500.00         | (786)       | 30,000      | 8,926.54         | 12,500      | 3,573            |
| Major Repairs                          | 47,541.90      | 420,250.00       | 372,708     | 3,251,371   | 299,641.35       | 1,387,600   | 1,087,959        |
| 132-151 Interconnects                  | 0.00           | 110,250.00       | 110,250     | 220,500     | 0.00             | 220,500     | 220,500          |
| WP#2 West Discharge Line               | 47,541.90      | 60,000.00        | 12,458      | 240,000     | 163,660.85       | 180,000     | 16,339           |
| WP#2 HPT Addition                      | 0.00           | 0.00             | 0           | 237,100     | 135,980.50       | 237,100     | 101,120          |
| Waterline Replacement Ph. 1            | 0.00           | 250,000.00       | 250,000     | 1,700,000   | 0.00             | 750,000     | 750,000          |
| FM 1960 Utility Relocation             | 0.00           | 0.00             | 0           | 853,771     | 0.00             | 0           | 0                |
| Smart Meters                           | 0.00           | 0.00             | 0           | 0           | 0.00             | 0           | 0                |
| Engineering on Major Projects          | 74,563.57      | 60,000.00        | (14,564)    | 239,000     | 170,091.54       | 236,000     | 65,908           |
| 132-151 Interconnects                  | 6,346.71       | 2,000.00         | (4,347)     | 10,000      | 30,628.83        | 9,000       | (21,629)         |
| WP#2 West Discharge Line               | 13,506.52      | 3,000.00         | (10,507)    | 16,000      | 19,642.94        | 11,500      | (8,143)          |
| WP#2 HPT Addition                      | 17,279.50      | 0.00             | (17,280)    | 13,000      | 23,161.13        | 13,000      | (10,161)         |
| Waterline Replacement Ph. 1            | 3,643.40       | 15,000.00        | 11,357      | 100,000     | 12,635.34        | 52,500      | 39,865           |
| FM 1960 Utility Relocation             | 33,787.44      | 40,000.00        | 6,213       | 100,000     | 80,523.30        | 150,000     | 69,477           |
| Legal Fees-FM 1960 Utility Reloc       | 0.00           | 0.00             | 0           | 0           | 3,500.00         | 0           | (3,500)          |
| TOTAL EXPENDITURES                     | 502,471.57     | 700,723.00       | 212,815     | 6,406,928   | 2,135,067.62     | 2,886,640   | 751,572          |
|  |                |                  |             |             |                  |             |                  |

HARRIS COUNTY M.U.D. # 132 Total Actuals for year end 5/31/2020 Recap of Revenues and Expenditures

|                            |            |            |            |            |            |            |            | *          |            |            |            |            |                                |
|----------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------------------------|
| REVENUES                   | Actuals    | Total                          |
|                            | June       | July       | August     | September  | October    | November   | December   | January    | February   | March      | April      | May        | Actuals                        |
| Operating Revenue          | 330,731    | _368,965   | 359,808    | 406,904    | 366,085    | 0          | 00         | 0          | 0          | 0          | 0          | 0_         | 1,832,493                      |
| Water Revenue              | 43,392     | 72,336     | 55,696     | 67,150     | 60,402     | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 298,977                        |
| Sewer Revenue              | 51,944     | 54,776     | 55,066     | 57,672     | 55,249     | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 274,707                        |
| Surface Water Conversion   | 65,475     | 96,313     | 87,085     | 118,779    | 100,608    | C          | 0          | 0          | 0          | 0          | 0          | 0          | 468,260                        |
| Shared Lift Station (#1)   | 11,778     | 0          | 16,182     | 877        | 11,020     | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 39,858                         |
| Penalty & Interest         | 1,125      | 1,049      | 2,036      | 1,322      | 2,387      | О          | 0          | 0          | 0          | 0          | 0          | 0          | 7,919                          |
| Maintenance Taxes          | 5,000      | 5,000      | 5,000      | 0          | 0          | _ 0        | 0          | 0          | 0          | 0          | 0          | 0          | 15,000                         |
| Strategic Partnership Rev  | 152,018    | 139,491    | 138,742    | 161,104    | 136,419    | . 0        | 0          | 0          | 0          | 0          | 0          | 0          | 727,773                        |
| Miscellaneous              | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                              |
| Non-Operating Revenue      | 22,576     | 23,395     | 41,159     | 16,072     | 18,173     | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 121,374                        |
| Taps & Inspections         | 1,860      | 2,326      | 2,599      | 2,031      | 4,633      | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 13,449                         |
| Interest Income            | 20,716     | 21,068.66  | 38,559     | 14,041     | 13,539     | ٥          | 0          | 0          | 0          | 0          | 0          | 0          | 107,925                        |
| Miscellaneous              | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0_         | 0_         | 0_         | 0          | 0                              |
| TOTAL REVENUES             | 353,307    | 392,359    | 400,967    | 422,976    | 384,258    | 0          | 0          | 0          | 0          | 0          | 0          | 0          | <b>2</b><br>1,953,8 <b>6</b> 7 |
| TOTAL EXPENDITURES         | 341,993    | 291,534    | 531,799    | 467,270    | 502,472    | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 2,135,068                      |
|                            |            |            |            |            |            |            |            |            |            |            |            | •          |                                |
| Beginning Balance          | 10,976,086 | 10,993,535 | 11,095,318 | 10,964,496 | 10,921,472 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,976,086                     |
| SURPLUS OR (DEFICIT)       | 11,314     | 100,825    | (130,832)  | (44,294)   | (118,214)  | 0          | 0          | 0          | 0          | 0          | 0          | 0          | (181,201)                      |
| Deposits Received          | 855        | 1,540      | 1,100      | 1,830      | 1,980      | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 7,305                          |
| Deposits Refunded          | -625       | -582       | -1,090     | -560       | -1,471     | 0          | 0          | 0          | 0          | 0          | 0          | 0          | -4,328                         |
| Annual Escheat Funds       | 0          | 0          | 0          | 0          | 699        | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 699                            |
| Correct fees/exp to 2020   | 5,905      | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 5,905                          |
| Transfer from Debt Service | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | . 0                            |
| Ending Cash Report Balance | 10,993,535 | 11,095,318 | 10,964,496 | 10,921,472 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466                     |
| •                          |            |            |            |            |            |            |            |            |            |            |            |            |                                |
| Cash Report Balance        | 10,993,535 | 11,095,318 | 10,964,496 | 10,921,472 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466 | 10,804,466                     |
| Customer Deposits On File  | 190,083    | 190,083    | 190,083    | 190,083    | 190,083    | 190,083    | 190,083    | 190,083    | 190,083    | 190,083    | 190,083    | 190,083    | 190,083                        |
| Operating Reserve          | 2,000,000  | 2,000,000  | 2,000,000  | 2,000,000  | 2,000,000  | 2,000,000  | 2,000,000  | 2,000,000  | 2,000,000  | 2,000,000  | 2,000,000  | 2,000,000  | 2,000,000                      |
| Capital Projects Reserve   | 6,000,000  | 6,000,000  | 6,000,000  | 6,000,000  | 6,000,000  | 6,000,000  | 6,000,000  | 6,000,000  | 6,000,000  | 6,000,000  | 6,000,000  | 6,000,000  | 6,000,000                      |
| Debt Service Reserve       | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | . , 0                          |
| Net Funds Available        | 2,803,452  | 2,905,235  | 2.774.413  | 2.731.389  | 2.614.383  | 2.614.383  | 2.614.383  | 2.614.383  | 2.614.383  | 2.614.383  | 2.614.383  | 2.614.383  | 2.614.383                      |
| NGL I UIIUS AVAIIADIG      | 2,000,402  | 2,000,200  | 2,117,713  | 2,101,000  | 2,017,000  | 2,017,000  | 2,0 :,000  | 2,017,000  | 2,017,000  | 2,017,000  | 2,017,000  | 2,017,000  | £,0 (4,000                     |

|   | Actuals                 | Actuals                 | Actuals                 | Actuals                 | Actuals                | Actuals  | Actuals  | Actuals       | Actuals  | Forecast      | Forecast | Forecast      | Total             |
|---|-------------------------|-------------------------|-------------------------|-------------------------|------------------------|----------|----------|---------------|----------|---------------|----------|---------------|-------------------|
| EXPENDITURES                                    | June                    | July                    | August                  | September               | October                | November | December | January       | February | March         | April    | May           | Actuals           |
| DISTRICT MANAGEMENT                             | 9,348                   | 2,071                   | 1,371                   | 693                     | 970                    | 0        | 0        | 0             | o        | 0             | . 0      | 0             | 14,453            |
| Director Fees                                   | 3,150                   | 900                     | 900                     | 750                     | 1,050                  | 0        | O        | 0             | 0        | 0             | 0        | 0             | 6,750             |
| Payroll Tax                                     | 491                     | (69)                    | 471                     | (57)                    | (80)                   | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 756               |
| Election Expense                                | 0                       | 0                       | 0                       | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 0                 |
| Travel Expenses/Registration                    | 5,707                   | 1,240                   | 0                       | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 6,947             |
| Membership Dues                                 | 0                       | 0                       | 0                       | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 0                 |
| Insurance & Bonds                               | 0                       | 0                       | 0                       | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 0                 |
| DISTRICT CONSULTANTS                            | 23,780                  | 33,470                  | 24,632                  | 22,500                  | 46,618                 | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 151,000           |
| Legal Fees                                      | 5,935                   | 7,551                   | 4,140                   | 8,953                   | 10,085                 | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 36,663            |
| Auditing Fees                                   | 0                       | 12,500                  | 0                       | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 12,500            |
| Engineering Fees                                | 4,203                   | 0                       | 6,630                   | 0                       | 23,067                 | 0        | 0        | 0             | 0        | . 0           | 0        | 0             | 33,900            |
| Financial Advisor Fees                          | 0                       | 0                       | 0                       | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 0                 |
| Accounting Fees                                 | 1,935                   | 1,951                   | 1,935                   | 1,935                   | 1,935                  | 0        | 0        | 0             | 0        | 0             | 0        | 0<br>0        | 9,691             |
| Operator Food Conord                            | <b>11,708</b><br>11,708 | 11,468                  | 11,928                  | 11,613                  | 11,530                 | 0        | 0        | <b>0</b><br>0 | 0        | <b>0</b><br>0 | 0        | 0             | 58,245            |
| Operator Fees - General Operator Fees - Special | 11,708                  | 11,468<br>0             | 11,928<br>0             | 11,613<br>0             | 11,530<br>0            | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 58,245<br>0       |
| Operator Fees - Special                         | U                       | U                       | U                       | U                       | U                      | U        | U        | Ü             | . 0      | U             | U        | U             | U                 |
| DISTRICT OPERATIONS                             | 275,805                 | 239,387                 | 368,790                 | 277,481                 | 329,493                | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 1,490,956         |
| Repairs and Maintenance                         | 121,471                 | 80,058                  | 117,852                 | 145,608                 | 204,714                | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 669,703           |
| R&M - Water Plant                               | 9,891                   | 7,602                   | 8,615                   | 7,681                   | 16,543                 | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 50,332            |
| R&M - Water Distribution                        | 31,999                  | 62,663                  | 41,164                  | 54,482                  | 59,090                 | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 249,398           |
| R&M - Wastewater Collection                     | 74,592                  | 9,793                   | 68,072                  | 74,735                  | 42,932                 | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 270,125           |
| R&M - Storm Water Collection<br>R&M - General   | 4,989<br>0              | 0                       | 0                       | 8,710                   | 86,148                 | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 99,847            |
| Atascocita Central Plant                        | _                       | _                       | _                       | 20.400                  | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 0                 |
| Purchased Sewer Service "B"                     | <b>30,128</b><br>13,575 | <b>30,128</b><br>13,575 | <b>30,273</b><br>13,575 | <b>30,486</b><br>13,575 | <b>8,027</b><br>13,575 | 0        | 0        | 0             | 0        | 0             | 0        | <b>0</b><br>0 | 129,041<br>67,874 |
| Purchased Sewer Service "C"                     | 16,553                  | 16,553                  | 16,698                  | 16,911                  | 17,114                 | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 83,829            |
| Major Repairs / Adjustments                     | 0                       | . 0                     | 0,000                   | 0,511                   | (22,662)               | 0        | 0        | 0             | . 0      | 0             | 0        | 0             | -22,662           |
| Shared Lift Stations Operations                 | 1,280                   | ő                       | 3,963                   | ő                       | 602                    | a        | 0        | ñ             | Ô        | ő             | ő        | ő             | 5,845             |
| Bulk Water Purchased                            | 0                       | ō                       | 0,000                   | Ö                       | 0                      | 0        | Ö        | 0             | . 0      | ō             | 0        | ő             | 0,040             |
| Laboratory Fees                                 | 1,191                   | 347                     | 347                     | 835                     | Õ                      | ő        | ő        | ő             | ŏ        | õ             | . 0      | ō             | 2,719             |
| Chemicals                                       | 2,772                   | 4,321                   | 0                       | 6,298                   | 2,764                  | Õ        | ō        | ō             | ō        | ō             | ō        | ō             | 16,155            |
| Permits & Assessments                           | 0                       | 0                       | 0                       | 0                       | 0                      | 0        | 0        | ō             | 0        | ō             | 0        | 0             | 0                 |
| WHCRWA  | 92,919                  | 99,822                  | 114,782                 | 131,809                 | 115,038                | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 554,370           |
| Utilities                                       | 8,833                   | 9,013                   | 9,172                   | 10,332                  | 9,216                  | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 46,566            |
| Office Expense, Postage                         | 5,533                   | 4,862                   | 5,256                   | 4,124                   | 4,808                  | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 24,583            |
| District Communications                         | 0                       | 0                       | 0                       | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 0                 |
| Drainage Channel Maintenenace                   | 11,678                  | 10,836                  | 87,147                  | (52,011)                | (23,089)               | 0        | . 0      | 0             | 0        | 0             | 0        | 0             | 34,561            |
| Miscellaneous*                                  | 0                       | 0                       | 0                       | 0                       | 7,412                  | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 7,412             |
| NON-OPERATING                                   | 33,060                  | 16,607                  | 137,005                 | 166,596                 | 125,392                | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 0                 |
| Cost of Taps and Inspections                    | 2,212                   | 1,412                   | 1,755                   | 261                     | 3,286                  |          | 0        | 0             | 0        | 0             | 0        | 0             | 478,659<br>8,927  |
| Major Repairs                                   | 2,212                   | 1,412                   | 103,343                 | 148.757                 | 47,542                 | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 299,641           |
| WP#1 HPT & GST Rehab                            | ő                       | Ö                       | 0                       | 140,757                 | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 299,041           |
| 132-151 Interconnects                           | ō                       | ő                       | ő                       | 116,119                 | 47,542                 | ő        | ő        | 0             | 0        | 0             | Ô        | ŏ             | ·                 |
| WP#2 West Discharge Line                        | Ō                       | ō                       | 103,343                 | 32,638                  | ,0.2                   | Õ        | 0        | ő             | Ö        | 0             | Ö        | Ö             | 135,981           |
| WP#2 HPT Addition                               | Ō                       | ō                       | 0                       | 0                       | ō                      | ŏ        | ō        | ō             | ő        | ō             | Ö        | ō             | 0                 |
| Waterline Replacement PH1                       | 0                       | 0                       | 0                       | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | Ō             | 0                 |
| FM 1960 Utility Relocation                      | C                       | 0                       | 0                       | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | Ō        | Ö             | 0                 |
| Smart Meters                                    | 0                       | 0                       | 0                       | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 0                 |
| Engineering on Major Repairs                    | 30,848                  | 15,196                  | 31,907                  | 17,577                  | 74,564                 | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 170,092           |
| WP#1 HPT & GST Rehab                            | 15,618                  | 5,116                   | 2,461                   | 1,087                   | 6,347                  | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 30,629            |
| 132-151 Interconnects                           | 1,683                   | 0                       | 4,454                   | 0                       | 13,507                 | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 19,643            |
| WP#2 West Discharge Line                        |                         | ۔ 0                     | 5,882                   | . 0                     | 17,280                 | 0        | 0        | . 0           | 0        | 0             | 0        | 0             | 23,161            |
| WP#2 HPT Addition                               | 5,987                   | . 0                     | 3;005                   | 0                       | 3,643                  | 0        | . 0      | 0             | 0        | 0             | 0        | 0             | 12,635            |
| Waterline Replacement PH1                       | 7,560                   | 10,080                  | 12,606                  | 16,490                  | 33,787                 | 0        | 0        | 0             | . 0      | 0             | 0        | 0             | 80,523            |
| FM 1960 Utility Relocation                      | 0                       | 0                       | 0 500                   | 0                       | 0                      | 0        | 0        | 0             | 0        | 0             | 0        | 0             | 0                 |
| Legal-FM 1960 Utility Reloc                     | 0                       | ., 0                    | 3,500                   | 0                       | 0                      | 0        | ": 0     | 0             | 0        | 0             | 0        | 0             | 3,500<br>0        |
| TOTAL EXPENDITURES                              | 341,993                 | 291,534                 | 531,799                 | 467,270                 | 502,472                | 0        | 6 0      | 0             | . 0      | 0             | 0        | 0             | 2,135,068         |



Water District Bookkeeping

9/23/2019

Billing AUGUST 2019

### HARRIS COUNTY MUNICIPAL UTILITY DISTRICT # 132

#### PRORATA SHARE OF COSTS FOR 8411 FM 1960 E LIFT STATION #1

| Billing for invoices p            | aid through cash reports for:   | HC #132                  | HC #151       | HC #153                  | Total                     |              |
|-----------------------------------|---|--------------------------|---------------|--------------------------|---------------------------|--------------|
| AUGUST 2019<br>End of Fiscal Year | 5/31/20   | 2,058<br>55.18%          | 380<br>10.18% | 1,292<br>34.64%          | 3,729<br>100.00%          | Connections  |
|                                   | UTILITIES   |                          |               |                          |                           | CK#          |
| 7/23-8/21/19                      | Cavallo Energy @8411 FM1960E 5216000551   | 890.45                   | 164.28        | 558.99                   | 1,613.71                  | 10475        |
| 7/22-8/20/19                      | CenterPoint @8411 FM1960E 6989363-4   | 16.06                    | 2.96          | 10.08                    | 29.11                     | 10476        |
| 7/1-7/31/19                       | OPERATIONS Repairs and Maintenance LS1/ST Mowing LS1 Stuckeys Mowing LS1 Stuckeys | 9,408.45<br>0.00<br>0.00 |               | 5,906.29<br>0.00<br>0.00 | 17,050.48<br>0.00<br>0.00 | 1<br>1<br>1  |
|                                   | CURRENT BALANCE DUE   | 10,314.96                | 1,902.98      | 6,475.36                 | 18,693.30                 | -<br> <br> - |
|                                   | PRIOR BALANCE DUE   | 0.00                     | 0.00          | 0.00                     |                           | . •          |
|                                   | TOTAL BALANCE DUE   |                          | 1,902.98      | 6,475.36<br>pd           |                           |              |
|                                   |   |                          | μu            | pu                       |                           |              |

Please make your check payable to: Harris County MUD #132 c/o Myrtle Cruz, Inc 3401 Louisiana Street Ste 400 Houston, TX 77002-9552

If you have any questions, please don't hesitate to call or email: Karrie Kay, bookkeeper for the district 713-759-1368 x125 karrie kay@mcruz.com

#### HC MUD 132 - City of Houston SPA Revenue

| 2013-2014                               | \$1,474,848.66 |             |               |           |                 |
|---|----------------|-------------|---------------|-----------|-----------------|
| 2014-2015                               | \$1,371,303.15 |             |               |           |                 |
| 2015-2016                               | \$1,662,643.30 |             |               |           |                 |
|   |                |             |               |           |                 |
| 2016-2017                               |                | 2018-2019   |               |           |                 |
| Report date Chck date SPA date          | Amount         | Report date | Chck date     | SPA date  | Amount          |
| 7/20/2016 6/13/16 Mar 2016              | 166,773.16     | 7/19/2018   | 6/7/18        | Mar 2018  | 177,157.32      |
| 8/18/2016 7/8/16 Apr 2016               | 126,497.80     | 8/16/2018   | 7/6/18        | Apr 2018  | 132,507.43      |
| 9/15/2016 8/10/2016 May 2016            | 131,766.75     | 9/20/2018   | 8/14/18       | May 2018  | 144,374.99      |
| 10/27/2016 9/9/16 June 2016             | 166,843.87     | 10/18/2018  | 9/7/18        | Jun 2018  | 158,981.06      |
| 11/17/2016 10/7/16 July 2016            | 124,050.49     | 11/15/2018  | 10/10/18      | Jul 2018  | 132,991.92      |
| 12/15/2016 11/7/16 Aug 2016             | 137,855.92     | 12/13/2018  | 11/9/18       | Aug 2018  | 132,986.54      |
| 1/19/2017 12/12/16 Sept 2016            | 146,534.68     | 1/17/2019   | 12/10/18      | Sept 2018 | 147,739.96      |
| 2/16/2017 1/6/17 Oct 2016               | 125,836.23     | 2/21/2019   | 1/9/19        | Oct 2018  | 145,314.89      |
| 3/16/2017 2/10/17 Nov 2016              | 138,872.29     | 3/21/2019   | 2/7/19        | Nov 2018  | 129,390.52      |
| 4/20/2017 3/13/17 Dec 2016              | 182,546.77     | 4/18/2019   | 3/7/19        | Dec 2018  | 196,350.53      |
| 5/18/2017 4/6/17 Jan 2017               | 119,889.40     | 5/16/2019   | 4/4/19        | Jan 2019  | 113,547.83      |
| 6/15/2017 5/15/17 Feb 2017              | 122,469.91     | 6/20/2019   | 5/10/19       | Feb 2019  | 132,871.83      |
| 0/10/2017 0/10/17 1 CB 2017             | 122,400.01     | 0/20/2010   | 0/10/10       | 1 CD 2010 | 102,071.00      |
| Total                                   | \$1,689,937.27 |             | Total         |           | \$1,744,214.82  |
| . • • • • • • • • • • • • • • • • • • • | ψ.,σσσ,σστ.ι   |             |               |           | ţ.,, <u></u>    |
|   |                |             |               |           | .) *            |
|   |                |             |               |           | ) <i>i</i>      |
| 2017-2018                               |                | 2019-2020   |               |           | . ;             |
| Report date Chck date SPA date          | <u>Amount</u>  | Report date | Chck date     | SPA date  | <u>Amount</u>   |
| 7/20/2017 6/8/17 Mar 2017               | 152,294.51     | 7/18/2019   | 6/7/19        | Mar 2019  | 152,017.84      |
| 8/17/2017 7/7/17 Apr 2017               | 123,242.98     | 8/15/2019   | 7/15/19       | Apr 2019  | 139,490.52      |
| 9/21/2017 8/11/17 May 2017              | 132,056.36     | 9/19/2019   | 8/8/19        | May 2019  | 138,741.56      |
| 10/19/2017 9/15/17 June 2017            | 156,096.53     | 10/17/2019  | 9/16/19       | June 2019 | 161,104.01      |
| 11/16/2017 10/9/17 July 2017            | 116,929.97     | 11/21/2019  | 10/10/19      | Aug 2019  | 136,418.68      |
| 12/20/2017 11/14/17 Aug 2017            | 119,006.13     |             |               | •         | ;               |
| 1/18/2018 12/12/17 Sept 2017            | 189,003.42     |             |               |           | • '             |
| 2/15/2018 1/8/18 Oct 2017               | 148,148.07     |             |               |           | 3               |
| 3/15/2018 1/31/18 Nov 2017              | 164,394.60     |             |               |           |                 |
| 4/19/2018 3/9/18 Dec 2017               | 227,333.88     |             |               |           | į               |
| 5/17/2018 4/9/18 Jan 2018               | 131,206.03     |             |               |           | :               |
| 6/14/2018 5/10/18 Feb 2018              | 129,615.83     |             |               |           | * '             |
|   |                |             |               |           |                 |
| Total                                   | \$1,789,328.31 |             | Total         |           | \$727,772.61    |
|   |                |             |               |           | :               |
|   |                |             |               |           |                 |
|   |                | _           |               |           | \$10,460,048.12 |
|   |                |             | otal Collecte |           |                 |

HC MUD 132 TexStar Logic Rate Sheet

| 5/31/2016         0.5496         1.000086         \$0.00         \$0.00         \$0.00         \$0.00           6/30/2016         0.5640         1.000142         \$0.00         \$0.00         \$0.00         \$0.00           7/31/2016         0.5740         1.000380         \$2,150,000.00         \$0.00         \$2,155,000.00         \$2,150,000.00           8/31/2016         0.6218         1.000350         \$1,504.84         \$0.00         \$2,155,000.00         \$2,153,453.89           9/30/2016         0.7248         1.000310         \$1,281.69         \$0.00         \$2,152,786.53         \$2,153,798.19           11/30/2016         0.8112         1.000469         \$0.00         \$0.00         \$2,152,786.53         \$2,153,798.19           11/30/2016         0.8791         1.000251         \$1,483.21         \$377,981.89         \$1,776,287.85         \$1,779,492.27           1/31/2017         0.9642         1.000255         \$0.00         \$0.00         \$1,779,045.73         \$1,779,4492.27           1/31/2017         1.0969         1.000157         \$401,686.79         \$0.00         \$2,183,827.20         \$2,183,844.78           4/30/2017         1.0739         1.000157         \$0.00         \$0.00         \$2,183,827.20         \$2,183,966.05   | LOGIC.ORG    |        |                  |                 |                    |                 |                |
|--|--------------|--------|------------------|-----------------|--------------------|-----------------|----------------|
| 1.000142   1.0001469   1.000469   1.000469   1.000469   1.000469   1.000469   1.000469   1.000469   1.0004649   1.000469   1.0004649   1.000   | Report date  | Rate   | Net.Asset.Value. | <u>Deposits</u> | <u>Withdrawals</u> | Account Balance | Market Balance |
| 1.000380   1.00080   1.000380   1.000880   | 5/31/2016    | 0.5496 | 1.000086         | •               |                    |                 | •              |
| 8/31/2016  | 6/30/2016    | 0.5640 | 1.000142         |                 |                    |                 |                |
| 9/30/2016 0.7248 1.000310 \$1,281.69 \$0.00 \$2,152,786.53 \$2,153,458.89 10/31/2016 0.8112 1.000469 \$0.00 \$0.00 \$2,152,786.53 \$2,153,786.19 11/30/2016 0.8384 1.000251 \$1,483.21 \$377,981.89 \$1,776,287.85 \$1,776,733.70 12/31/2017 0.9642 1.000225 \$0.00 \$0.00 \$1,779,045.73 \$1,779,492.27 1/31/2017 0.9716 1.000157 \$401,456.79 \$0.00 \$2,180,502.52 \$2,180,844.86 3/31/2017 1.0089 1.000063 \$3,324.68 \$0.00 \$2,183,827.20 \$2,180,844.86 3/31/2017 1.0739 1.000059 \$0.00 \$0.00 \$2,183,827.20 \$2,180,864.78 4/30/2017 1.0739 1.0000059 \$0.00 \$0.00 \$2,183,827.20 \$2,183,966.05 \$6/30/2017 1.1333 1.000000 \$2,037.89 \$0.00 \$2,187,752.42 \$2,127,793.99 \$6/30/2017 1.2408 1.000000 \$0.00 \$0.00 \$2,189,790.31 \$2,189,790.31 \$2/31/2017 1.2660 1.000850 \$402,307.54 \$0.00 \$2,594,593.54 \$2,594,301.13 \$9/30/2017 1.2845 1.000011 \$722,735.38 \$0.00 \$2,594,593.54 \$2,594,671.38 \$10/31/2017 1.2913 1.066500 \$5,673.02 \$0.00 \$3,33/3,20.194 \$3,554,164.47 \$1/31/2018 1.5224 1.177000 \$1,203,890.35 \$0.00 \$3,33,32,201.94 \$3,564,164.47 \$1/31/2018 1.5224 1.177000 \$5,200.00 \$4,527,902.29 \$3,508,416.44 \$1/31/2018 1.5224 1.177000 \$5,200.00 \$4,527,902.29 \$3,508,416.44 \$1/31/2018 1.5224 1.177000 \$5,200.00 \$4,527,902.29 \$3,584,164.47 \$1/31/2018 1.5224 1.177000 \$5,200.00 \$4,527,902.29 \$5,328,387.63 \$4/30/2018 1.5888 1.170000 \$6,93.347 \$0.00 \$4,527,902.29 \$5,328,387.63 \$4/30/2018 1.5888 1.170000 \$5,527.08 \$0.00 \$3,33,37,365.48 \$5,863,481.86 \$4/30/2018 2.1758 1.300000 \$1,000.00.00 \$0.00 \$5,567,162.75 \$5,320,367.63 \$4/30/2018 2.1758 1.300000 \$1,000.00.00 \$0.00 \$5,567,162.75 \$5,302,505.24 \$4/30/2018 2.1758 1.300000 \$1,000.00.00 \$0.00 \$5,567,162.75 \$5,302,505.24 \$4/30/2018 2.1758 1.300000 \$1,000.00.00 \$0.00 \$5,567,162.75 \$5,307,311.58 \$4/30/2018 2.1758 1.300000 \$1,000.00 \$0.00 \$5,567,162.75 \$5,307,311.58 \$4/30/2018 2.212 1.300000 \$1,000.00 \$0.00 \$5,567,162.75 \$5,307,311.58 \$4/30/2018 2.212 1.300000 \$1,000.00 \$0.00 \$5,567,162.75 \$5,307,311.58 \$4/30/2018 2.212 1.300000 \$1,000.00 \$0.00 \$5,567,162.75 \$5,307,311.58 \$4/30/2018 2.212 1.300000 \$1,000.00 \$0.00 \$5,567,662.596.46 \$7,314,567.46 \$                                 | 7/31/2016    | 0.5740 | 1.000380         |                 | · ·                |                 |                |
| 10/31/2016   | 8/31/2016    | 0.6218 | 1.000350         | \$1,504.84      | •                  |                 |                |
| 11/30/2016   | 9/30/2016    | 0.7248 | 1.000310         |                 |                    |                 |                |
| 12/31/2016   | 10/31/2016   | 0.8112 | 1.000469         |                 |                    |                 |                |
| 1/31/2017         0.9642         1.000225         \$0.00         \$0.00         \$1,779,045,73         \$1,779,446,02           2/28/2017         0.9716         1.000157         \$401,456,79         \$0.00         \$2,180,502,52         \$2,180,844,86           3/31/2017         1.0089         1.000059         \$0.00         \$2,183,827,20         \$2,183,954,78           4/30/2017         1.0739         1.000059         \$0.00         \$0.00         \$2,183,827,20         \$2,183,956.05           5/31/2017         1.0761         1.000001         \$3,925,22         \$0.00         \$2,187,752.42         \$2,187,793.99           6/30/2017         1.1333         1.000000         \$0.00         \$0.00         \$2,189,790.31         \$2,189,790.31           8/31/2017         1.2408         1.000000         \$0.00         \$0.00         \$2,189,790.31         \$2,189,790.31           8/31/2017         1.2660         1.000850         \$402,307.54         \$0.00         \$2,594,593.54         \$2,594,671.38           9/30/2017         1.2827         1.000030         \$2,495.69         \$0.00         \$2,594,593.54         \$2,594,671.38           1//31/2017         1.2813         1.069500         \$5,873.02         \$0.00         \$3,327,032.594         \$3,554,164.47   | 11/30/2016   | 0.8364 | 1.000251         |                 |                    |                 |                |
| 2/28/2017  | 12/31/2016   | 0.8791 | 1.000251         |                 | •                  |                 |                |
| 2/30/2017   1.0089   1.000063   \$3,324.68   \$0.00   \$2,183,827.20   \$2,183,964.78  | 1/31/2017    | 0.9642 | 1.000225         | \$0.00          |                    |                 |                |
| 4/30/2017         1.0739         1.000059         \$0.00         \$0.00         \$2,183,827.20         \$2,183,956.05           5/31/2017         1.0761         1.000019         \$3,925.22         \$0.00         \$2,187,752.42         \$2,187,793.99           6/30/2017         1.1333         1.000000         \$0.00         \$0.00         \$2,189,790.31         \$2,189,790.31           7/31/2017         1.2660         1.000850         \$402,307.54         \$0.00         \$2,592,097.85         \$2,594,301.13           9/30/2017         1.2827         1.000030         \$2,495.69         \$0.00         \$2,594,593.54         \$2,594,671.38           10/31/2017         1.2845         1.000011         \$722,735.38         \$0.00         \$3,317,328.92         \$3,317,335.41           11/30/2017         1.2845         1.000011         \$722,735.38         \$0.00         \$3,323,201.94         \$3,554,164.47           12/31/2017         1.3784         1.176200         \$0.00         \$0.00         \$3,323,201.94         \$3,908,750.12           1/31/2018         1.5224         1.177000         \$4,963.47         \$0.00         \$4,532,055.76         \$5,322,387.63           3/2/2018         1.5898         1.170000         \$4,963.47         \$0.00         \$4,537,582.84         <   | 2/28/2017    | 0.9716 | 1.000157         | \$401,456.79    |                    |                 |                |
| 4/30/2017         1.0739         1.000059         \$0.00         \$0.00         \$2,183,857.20         \$2,183,956.05           5/31/2017         1.0761         1.000019         \$3,925.22         \$0.00         \$2,187,752.42         \$2,187,793.99           6/30/2017         1.1333         1.000000         \$2,037.89         \$0.00         \$2,189,790.31         \$2,189,790.31           7/31/2017         1.2660         1.000850         \$402,307.54         \$0.00         \$2,594,593.54         \$2,594,801.13           9/30/2017         1.2827         1.000030         \$2,495.69         \$0.00         \$2,594,593.54         \$2,594,671.38           10/31/2017         1.2845         1.000011         \$722,735.38         \$0.00         \$3,317,328.92         \$3,317,385.41           11/30/2017         1.2913         1.069500         \$5,873.02         \$0.00         \$3,323,201.94         \$3,554,164.47           1/31/2018         1.5224         1.177000         \$1,203,890.35         \$0.00         \$4,527,092.29         \$5,328,387.63           2/28/2018         1.5898         1.17000         \$4,963.47         \$0.00         \$4,537,582.84         \$5,853,491.86           4/30/2018         1.9293         1.280000         \$5,527.08         \$0.00         \$4,537,582.84  | 3/31/2017    | 1.0089 | 1.000063         | \$3,324.68      | \$0.00             |                 |                |
| 6/30/2017 1.1333 1.000000 \$2,037.89 \$0.00 \$2,189,790.31 \$2,189,790.31<br>7/31/2017 1.2408 1.000000 \$0.00 \$0.00 \$2,189,790.31 \$2,189,790.31<br>8/31/2017 1.2660 1.000850 \$402,307.54 \$0.00 \$2,592,097.85 \$2,594,697.138<br>9/30/2017 1.2827 1.000030 \$2,495.69 \$0.00 \$2,594,593.54 \$2,594,697.138<br>10/31/2017 1.2845 1.000011 \$722,735.38 \$0.00 \$3,317,328.92 \$3,317,365.41<br>11/30/2017 1.2913 1.069500 \$5,873.02 \$0.00 \$3,323,201.94 \$3,554,164.47<br>12/31/2018 1.5224 1.177000 \$1,203,890.35 \$0.00 \$3,323,201.94 \$3,908,750.12<br>1/31/2018 1.5224 1.177000 \$1,203,890.35 \$0.00 \$4,527,092.29 \$5,328,387.63<br>2/28/2018 1.5898 1.170000 \$4,963.47 \$0.00 \$4,532,055.76 \$5,302,505.24<br>3/31/2018 1.9293 1.280000 \$5,527.08 \$0.00 \$4,532,055.76 \$5,302,505.24<br>3/31/2018 2.0273 1.290000 \$7,205.52 \$0.00 \$4,544,222.22 \$5,816,604.44<br>5/31/2018 2.0273 1.290000 \$7,205.52 \$0.00 \$4,551,427.74 \$5,871,341.78<br>6/30/2018 2.1078 1.300000 \$1,000,000.00 \$0.00 \$5,567,162.75 \$5,937,311.58<br>8/31/2018 2.1750 1.300000 \$1,000,000.00 \$5,567,162.75 \$5,937,311.58<br>8/31/2018 2.1843 1.300000 \$16,925.13 \$0.00 \$5,567,162.75 \$5,937,311.58<br>8/31/2018 2.1843 1.300000 \$1,000,000.00 \$5,5603,682.32 \$7,284,787.02<br>11/30/2018 2.2112 1.300000 \$1,076.96 \$0.00 \$5,5603,682.32 \$7,284,787.02<br>11/30/2018 2.4072 1.300000 \$1,1076.96 \$0.00 \$5,603,682.32 \$7,284,787.02<br>11/31/2019 2.5949 1.300000 \$11,2399.38 \$0.00 \$5,603,682.32 \$7,284,787.02<br>11/31/2019 2.5949 1.300000 \$11,258.84 \$1,300,000.00 \$6,950,281.68 \$9,9373,370.01<br>5/31/2019 2.5838 1.300000 \$10,000 \$0.00 \$7,210,284.62 \$9,373,370.01<br>5/31/2019 2.5838 1.300000 \$14,833.27 \$0.00 \$7,256,602.3.62 \$9,432,830.71<br>6/30/2019 2.4927 1.300000 \$14,833.27 \$0.00 \$7,256,602.3.62 \$9,432,830.71<br>5/31/2019 2.5410 1.300000 \$14,833.27 \$0.00 \$7,256,602.3.62 \$9,432,830.71<br>6/30/2019 2.4927 1.300000 \$10,000 \$0.00 \$7,241,190.35 \$9,413,547.46<br>6/30/2019 2 |              | 1.0739 | 1.000059         | \$0.00          | \$0.00             |                 |                |
| 6/30/2017 1.1333 1.000000 \$2,037.89 \$0.00 \$2,189,790.31 \$2,189,790.31 7/31/2017 1.2408 1.000000 \$0.00 \$0.00 \$2,189,790.31 \$2,189,790.31 8/31/2017 1.2660 1.000850 \$402,307.54 \$0.00 \$2,592,097.85 \$2,594,301.13 9/30/2017 1.2827 1.000030 \$2,495.69 \$0.00 \$2,594,593.54 \$2,594,301.13 9/30/2017 1.2845 1.000011 \$722,735.38 \$0.00 \$3,317,328.92 \$3,317,365.41 11/30/2017 1.2913 1.069500 \$5,873.02 \$0.00 \$3,323,201.94 \$3,554,164.47 12/31/2017 1.3784 1.176200 \$0.00 \$0.00 \$3,323,201.94 \$3,908,750.12 1/31/2018 1.5224 1.177000 \$1,203,890.35 \$0.00 \$4,527,092.29 \$5,328,387.63 1/228/2018 1.5898 1.170000 \$4,963.47 \$0.00 \$4,522,055.76 \$5,302,505.24 3/31/2018 1.9293 1.280000 \$5,527.08 \$0.00 \$4,537,582.84 \$5,853,481.86 4/30/2018 1.9293 1.280000 \$6,639.38 \$0.00 \$4,537,582.84 \$5,853,481.86 4/30/2018 2.0273 1.290000 \$7,205.52 \$0.00 \$4,557,162.75 \$5,937,311.58 6/30/2018 2.1078 1.300000 \$1,000,000 \$0.00 \$5,567,162.75 \$5,937,311.58 8/31/2018 2.1843 1.300000 \$16,925.13 \$0.00 \$4,567,162.75 \$5,937,311.58 8/31/2018 2.1843 1.300000 \$1,000,000 \$0.00 \$5,567,162.75 \$7,237,311.58 8/31/2018 2.1843 1.300000 \$1,000,000.00 \$5,567,162.75 \$7,237,311.58 8/31/2018 2.1843 1.300000 \$1,000,000.00 \$5,567,162.75 \$7,237,311.58 8/31/2018 2.3320 1.300000 \$1,000,000 \$0.00 \$5,567,162.75 \$7,237,311.58 8/31/2018 2.3320 1.300000 \$1,000,000 \$0.00 \$5,603,682.32 \$7,284,787.02 11/30/2018 2.4072 1.300000 \$1,000,000 \$0.00 \$5,603,682.32 \$7,284,787.02 11/30/2018 2.4072 1.300000 \$1,258.84 \$1,300,000 \$6,950,281.68 \$9,935,370.01 4/30/2019 2.5849 1.300000 \$11,265.84 \$1,300,000.00 \$6,950,281.68 \$9,937,370.01 4/30/2019 2.5838 1.300000 \$13,621.30 \$246,381.64 \$7,210,284.62 \$9,373,370.01 5/31/2019 2.5818 1.300000 \$1,283.27 \$0.00 \$7,241,190.35 \$9,413,547.46 6/30/2019 2.4927 1.300000 \$14,833.27 \$0.00 \$7,241,190.35 \$9,413,547.46 6/30/2019 2.4927 1.300000 \$14,833.27 \$0.00 \$7,241,190.35 \$9,413,547.46 6/30/2019 2.4927 1.300000 \$14,833.27 \$0.00 \$7,241,190.35 \$9,413,547.46 6/30/2019 2.4927 1.300000 \$14,833.27 \$0.00 \$7,241,190.35 \$9,413,547.46 6/30/2019 2.4927 1.300000 \$14,833.27 \$0.00 \$7,241,190.  | 5/31/2017    | 1.0761 | 1.000019         | \$3,925.22      | •                  |                 | •              |
| 8/31/2017  |              | 1.1333 | 1.000000         | \$2,037.89      |                    |                 |                |
| 8/31/2017  | 7/31/2017    | 1.2408 | 1.000000         | \$0.00          | \$0.00             |                 |                |
| 9/30/2017  |              | 1.2660 | 1.000850         | \$402,307.54    | \$0.00             | \$2,592,097.85  |                |
| 10/31/2017         1.2845         1.000011         \$722,735.38         \$0.00         \$3,317,328.92         \$3,317,365.41           11/30/2017         1.2913         1.069500         \$5,873.02         \$0.00         \$3,323,201.94         \$3,554,164.47           12/31/2017         1.3784         1.176200         \$0.00         \$0.00         \$3,323,201.94         \$3,908,750.12           1/31/2018         1.5224         1.177000         \$1,203,890.35         \$0.00         \$4,527,092.29         \$5,328,387.63           2/28/2018         1.5898         1.170000         \$4,963.47         \$0.00         \$4,537,582.84         \$5,853,481.86           4/30/2018         1.7228         1.290000         \$5,527.08         \$0.00         \$4,537,582.84         \$5,853,481.86           4/30/2018         1.9293         1.280000         \$6,639.38         \$0.00         \$4,544,222.22         \$5,816,604.44           5/31/2018         2.0273         1.290000         \$7,205.52         \$0.00         \$4,567,162.75         \$5,937,311.58           7/31/2018         2.1078         1.300000         \$15,735.01         \$0.00         \$5,567,162.75         \$5,937,311.58           8/31/2018         2.1843         1.300000         \$16,925.13         \$0.00         \$5,584,087.88 <td></td> <td>1.2827</td> <td>1.000030</td> <td>\$2,495.69</td> <td>\$0.00</td> <td></td> <td></td>  |              | 1.2827 | 1.000030         | \$2,495.69      | \$0.00             |                 |                |
| 11/30/2017         1.2913         1.069500         \$5,873.02         \$0.00         \$3,323,201.94         \$3,554,164.47           12/31/2018         1.5224         1.177000         \$1,203,890.35         \$0.00         \$4,527,092.29         \$5,328,387.63           2/28/2018         1.5898         1.170000         \$4,963.47         \$0.00         \$4,532,055.76         \$5,302,505.24           3/31/2018         1.7228         1.290000         \$5,527.08         \$0.00         \$4,537,582.84         \$5,853,481.86           4/30/2018         1.9293         1.280000         \$6,639.38         \$0.00         \$4,544,222.22         \$5,816,604.44           6/31/2018         2.0273         1.290000         \$7,205.52         \$0.00         \$4,567,162.75         \$5,937,311.58           6/30/2018         2.1078         1.300000         \$15,735.01         \$0.00         \$4,567,162.75         \$5,937,311.58           7/31/2018         2.1750         1.300000         \$1,000,000.00         \$0.00         \$5,584,087.88         \$7,237,311.58           8/31/2018         2.1843         1.300000         \$16,925.13         \$0.00         \$5,584,087.88         \$7,270,386.97           10/31/2018         2.2312         1.300000         \$8,517.48         \$0.00         \$5,603,682.  |              | 1.2845 | 1.000011         | \$722,735.38    | \$0.00             |                 |                |
| 12/31/2017         1.3784         1.176200         \$0.00         \$0.00         \$3,323,201.94         \$3,908,750.12           1/31/2018         1.5224         1.177000         \$1,203,890.35         \$0.00         \$4,527,092.29         \$5,328,387.63           2/28/2018         1.5898         1.170000         \$4,963.47         \$0.00         \$4,532,055.76         \$5,302,505.24           3/31/2018         1.7228         1.290000         \$5,527.08         \$0.00         \$4,537,582.84         \$5,853,481.86           4/30/2018         1.9293         1.280000         \$6,639.38         \$0.00         \$4,544,222.22         \$5,816,604.44           5/31/2018         2.0273         1.290000         \$7,205.52         \$0.00         \$4,551,427.74         \$5,871,341.78           6/30/2018         2.1078         1.300000         \$15,735.01         \$0.00         \$4,567,162.75         \$5,937,311.58           7/31/2018         2.1750         1.300000         \$1,000,000.00         \$0.00         \$5,567,162.75         \$7,237,311.58           8/31/2018         2.1843         1.300000         \$16,925.13         \$0.00         \$5,584,087.88         \$7,259,314.24           9/30/2018         2.2112         1.300000         \$8,517.48         \$0.00         \$5,692,605.36 <td></td> <td>1.2913</td> <td>1.069500</td> <td>\$5,873.02</td> <td>\$0.00</td> <td>\$3,323,201.94</td> <td></td>  |              | 1.2913 | 1.069500         | \$5,873.02      | \$0.00             | \$3,323,201.94  |                |
| 1/31/2018         1.5224         1.177000         \$1,203,890.35         \$0.00         \$4,527,092.29         \$5,328,387.63           2/28/2018         1.5898         1.170000         \$4,963.47         \$0.00         \$4,532,055.76         \$5,302,505.24           3/31/2018         1.7228         1.290000         \$5,527.08         \$0.00         \$4,537,582.84         \$5,853,481.86           4/30/2018         1.9293         1.280000         \$6,639.38         \$0.00         \$4,544,222.22         \$5,816,604.44           5/31/2018         2.0273         1.290000         \$7,205.52         \$0.00         \$4,557,162.75         \$5,937,311.58           6/30/2018         2.1078         1.300000         \$15,735.01         \$0.00         \$4,567,162.75         \$5,937,311.58           7/31/2018         2.1750         1.300000         \$16,925.13         \$0.00         \$5,584,087.88         \$7,259,314.24           9/30/2018         2.2112         1.300000         \$8,517.48         \$0.00         \$5,592,605.36         \$7,270,386.97           10/31/2018         2.3320         1.300000         \$11,076.96         \$0.00         \$5,603,682.32         \$7,284,787.02           11/30/2018         2.4805         1.300000         \$22,914.14         \$0.00         \$5,626,596.46<  |              |        | 1.176200         | \$0.00          | \$0.00             | \$3,323,201.94  |                |
| 2/28/2018         1.5898         1.170000         \$4,963.47         \$0.00         \$4,532,055.76         \$5,302,505.24           3/31/2018         1.7228         1.290000         \$5,527.08         \$0.00         \$4,537,582.84         \$5,853,481.86           4/30/2018         1.9293         1.280000         \$6,639.38         \$0.00         \$4,544,222.22         \$5,816,604.44           5/31/2018         2.0273         1.290000         \$7,205.52         \$0.00         \$4,551,427.74         \$5,871,341.78           6/30/2018         2.1078         1.300000         \$15,735.01         \$0.00         \$4,567,162.75         \$5,937,311.58           7/31/2018         2.1750         1.300000         \$10,000,000.00         \$0.00         \$5,567,162.75         \$7,237,311.58           8/31/2018         2.1843         1.300000         \$16,925.13         \$0.00         \$5,584,087.88         \$7,259,314.24           9/30/2018         2.2112         1.300000         \$8,517.48         \$0.00         \$5,592,605.36         \$7,270,386.97           10/31/2018         2.4805         1.300000         \$11,076.96         \$0.00         \$5,603,682.32         \$7,284,787.02           1/30/2019         2.5949         1.300000         \$22,914.14         \$0.00         \$5,626,596.46<  |              |        |                  | \$1,203,890.35  | \$0.00             | \$4,527,092.29  |                |
| 3/31/2018       1.7228       1.290000       \$5,527.08       \$0.00       \$4,537,582.84       \$5,853,481.86         4/30/2018       1.9293       1.280000       \$6,639.38       \$0.00       \$4,544,222.22       \$5,816,604.44         5/31/2018       2.0273       1.290000       \$7,205.52       \$0.00       \$4,551,427.74       \$5,871,341.78         6/30/2018       2.1078       1.300000       \$15,735.01       \$0.00       \$4,567,162.75       \$5,937,311.58         7/31/2018       2.1750       1.300000       \$1,000,000.00       \$0.00       \$5,567,162.75       \$7,237,311.58         8/31/2018       2.1843       1.300000       \$16,925.13       \$0.00       \$5,584,087.88       \$7,259,314.24         9/30/2018       2.2112       1.300000       \$8,517.48       \$0.00       \$5,592,605.36       \$7,270,386.97         10/31/2018       2.3320       1.300000       \$11,076.96       \$0.00       \$5,603,682.32       \$7,284,787.02         11/30/2018       2.4972       1.300000       \$0.00       \$5,603,682.32       \$7,284,787.02         1/31/2019       2.5949       1.300000       \$12,399.38       \$0.00       \$5,638,995.84       \$7,330,694.59         2/28/2019       2.6005       1.300000       \$11,285.84   |              |        | 1.170000         | \$4,963.47      | \$0.00             | \$4,532,055.76  |                |
| 4/30/2018       1.9293       1.280000       \$6,639.38       \$0.00       \$4,544,222.22       \$5,816,604.44         5/31/2018       2.0273       1.290000       \$7,205.52       \$0.00       \$4,551,427.74       \$5,871,341.78         6/30/2018       2.1078       1.300000       \$15,735.01       \$0.00       \$4,567,162.75       \$5,937,311.58         7/31/2018       2.1750       1.300000       \$1,000,000.00       \$0.00       \$5,567,162.75       \$7,237,311.58         8/31/2018       2.1843       1.300000       \$16,925.13       \$0.00       \$5,584,087.88       \$7,259,314.24         9/30/2018       2.2112       1.300000       \$8,517.48       \$0.00       \$5,592,605.36       \$7,270,386.97         10/31/2018       2.3320       1.300000       \$11,076.96       \$0.00       \$5,603,682.32       \$7,284,787.02         11/30/2018       2.4072       1.300000       \$0.00       \$0.00       \$5,603,682.32       \$7,284,787.02         12/31/2018       2.4805       1.300000       \$22,914.14       \$0.00       \$5,626,596.46       \$7,314,575.40         1/31/2019       2.5949       1.300000       \$12,399.38       \$0.00       \$5,638,995.84       \$7,330,694.59         2/28/2019       2.6005       1.300000  |              |        | 1.290000         | \$5,527.08      | \$0.00             |                 |                |
| 5/31/2018         2.0273         1.290000         \$7,205.52         \$0.00         \$4,551,427.74         \$5,871,341.78           6/30/2018         2.1078         1.300000         \$15,735.01         \$0.00         \$4,567,162.75         \$5,937,311.58           7/31/2018         2.1750         1.300000         \$1,000,000.00         \$0.00         \$5,567,162.75         \$7,237,311.58           8/31/2018         2.1843         1.300000         \$16,925.13         \$0.00         \$5,584,087.88         \$7,259,314.24           9/30/2018         2.2112         1.300000         \$8,517.48         \$0.00         \$5,592,605.36         \$7,270,386.97           10/31/2018         2.3320         1.300000         \$11,076.96         \$0.00         \$5,603,682.32         \$7,284,787.02           1/30/2018         2.4072         1.300000         \$0.00         \$5,603,682.32         \$7,284,787.02           1/31/2018         2.4805         1.300000         \$0.00         \$5,626,596.46         \$7,314,575.40           1/31/2019         2.5949         1.300000         \$12,399.38         \$0.00         \$5,638,995.84         \$7,330,694.59           2/28/2019         2.6090         1.300000         \$11,285.84         \$1,300,000.00         \$6,950,281.68         \$9,035,366.18  | *· - · · · · |        | 1.280000         | \$6,639.38      | \$0.00             | \$4,544,222.22  | \$5,816,604.44 |
| 6/30/2018         2.1078         1.300000         \$15,735.01         \$0.00         \$4,567,162.75         \$5,937,311.58           7/31/2018         2.1750         1.300000         \$1,000,000.00         \$0.00         \$5,567,162.75         \$7,237,311.58           8/31/2018         2.1843         1.300000         \$16,925.13         \$0.00         \$5,584,087.88         \$7,259,314.24           9/30/2018         2.2112         1.300000         \$8,517.48         \$0.00         \$5,592,605.36         \$7,270,386.97           10/31/2018         2.3320         1.300000         \$11,076.96         \$0.00         \$5,603,682.32         \$7,284,787.02           11/30/2018         2.4072         1.300000         \$0.00         \$0.00         \$5,603,682.32         \$7,284,787.02           12/31/2018         2.4805         1.300000         \$0.00         \$0.00         \$5,626,596.46         \$7,314,575.40           1/31/2019         2.5949         1.300000         \$12,399.38         \$0.00         \$5,638,995.84         \$7,330,694.59           2/28/2019         2.6090         1.300000         \$11,285.84         \$1,300,000.00         \$6,950,281.68         \$9,035,366.18           3/31/2019         2.6015         1.3000000         \$0.00         \$0.00         \$7,210,284.62 </td <td></td> <td></td> <td></td> <td>\$7,205.52</td> <td>\$0.00</td> <td>\$4,551,427.74</td> <td></td>   |              |        |                  | \$7,205.52      | \$0.00             | \$4,551,427.74  |                |
| 7/31/2018         2.1750         1.300000         \$1,000,000.00         \$0.00         \$5,567,162.75         \$7,237,311.58           8/31/2018         2.1843         1.300000         \$16,925.13         \$0.00         \$5,584,087.88         \$7,259,314.24           9/30/2018         2.2112         1.300000         \$8,517.48         \$0.00         \$5,592,605.36         \$7,270,386.97           10/31/2018         2.3320         1.300000         \$11,076.96         \$0.00         \$5,603,682.32         \$7,284,787.02           11/30/2018         2.4072         1.300000         \$0.00         \$5,603,682.32         \$7,284,787.02           12/31/2018         2.4805         1.300000         \$0.00         \$5,603,682.32         \$7,284,787.02           1/31/2019         2.5949         1.300000         \$22,914.14         \$0.00         \$5,626,596.46         \$7,314,575.40           1/31/2019         2.6090         1.300000         \$12,399.38         \$0.00         \$5,638,995.84         \$7,330,694.59           2/28/2019         2.6005         1.300000         \$11,285.84         \$1,300,000.00         \$6,950,281.68         \$9,035,366.18           3/31/2019         2.6015         1.300000         \$0.00         \$0.00         \$7,210,284.62         \$9,373,370.01  |              |        | 1.300000         | \$15,735.01     | \$0.00             | \$4,567,162.75  | \$5,937,311.58 |
| 8/31/2018       2.1843       1.300000       \$16,925.13       \$0.00       \$5,584,087.88       \$7,259,314.24         9/30/2018       2.2112       1.300000       \$8,517.48       \$0.00       \$5,592,605.36       \$7,270,386.97         10/31/2018       2.3320       1.300000       \$11,076.96       \$0.00       \$5,603,682.32       \$7,284,787.02         11/30/2018       2.4072       1.300000       \$0.00       \$0.00       \$5,603,682.32       \$7,284,787.02         12/31/2018       2.4805       1.300000       \$22,914.14       \$0.00       \$5,626,596.46       \$7,314,575.40         1/31/2019       2.5949       1.300000       \$12,399.38       \$0.00       \$5,638,995.84       \$7,330,694.59         2/28/2019       2.6090       1.300000       \$11,285.84       \$1,300,000.00       \$6,950,281.68       \$9,035,366.18         3/31/2019       2.6015       1.300000       \$13,621.30       \$246,381.64       \$7,210,284.62       \$9,373,370.01         4/30/2019       2.5838       1.300000       \$0.00       \$0.00       \$7,210,284.62       \$9,373,370.01         5/31/2019       2.5410       1.300000       \$30,905.73       \$0.00       \$7,241,190.35       \$9,413,547.46         6/30/2019       2.4927       1.300000 <td></td> <td></td> <td></td> <td>\$1,000,000.00</td> <td>\$0.00</td> <td>\$5,567,162.75</td> <td></td>  |              |        |                  | \$1,000,000.00  | \$0.00             | \$5,567,162.75  |                |
| 9/30/2018         2.2112         1.300000         \$8,517.48         \$0.00         \$5,592,605.36         \$7,270,386.97           10/31/2018         2.3320         1.300000         \$11,076.96         \$0.00         \$5,603,682.32         \$7,284,787.02           11/30/2018         2.4072         1.300000         \$0.00         \$5,603,682.32         \$7,284,787.02           12/31/2018         2.4805         1.300000         \$22,914.14         \$0.00         \$5,626,596.46         \$7,314,575.40           1/31/2019         2.5949         1.300000         \$12,399.38         \$0.00         \$5,638,995.84         \$7,330,694.59           2/28/2019         2.6090         1.300000         \$11,285.84         \$1,300,000.00         \$6,950,281.68         \$9,035,366.18           3/31/2019         2.6015         1.300000         \$13,621.30         \$246,381.64         \$7,210,284.62         \$9,373,370.01           4/30/2019         2.5838         1.300000         \$0.00         \$7,210,284.62         \$9,373,370.01           5/31/2019         2.5410         1.300000         \$30,905.73         \$0.00         \$7,241,190.35         \$9,413,547.46           6/30/2019         2.4927         1.3000000         \$14,833.27         \$0.00         \$7,260,023.62         \$9,432,830.71   |              |        | 1,300000         | \$16,925.13     | \$0.00             | \$5,584,087.88  | \$7,259,314.24 |
| 10/31/2018       2.3320       1.300000       \$11,076.96       \$0.00       \$5,603,682.32       \$7,284,787.02         11/30/2018       2.4072       1.300000       \$0.00       \$5,603,682.32       \$7,284,787.02         12/31/2018       2.4805       1.300000       \$22,914.14       \$0.00       \$5,626,596.46       \$7,314,575.40         1/31/2019       2.5949       1.300000       \$12,399.38       \$0.00       \$5,638,995.84       \$7,330,694.59         2/28/2019       2.6090       1.300000       \$11,285.84       \$1,300,000.00       \$6,950,281.68       \$9,035,366.18         3/31/2019       2.6015       1.300000       \$13,621.30       \$246,381.64       \$7,210,284.62       \$9,373,370.01         4/30/2019       2.5838       1.300000       \$0.00       \$0.00       \$7,210,284.62       \$9,373,370.01         5/31/2019       2.5410       1.300000       \$30,905.73       \$0.00       \$7,241,190.35       \$9,413,547.46         6/30/2019       2.4927       1.3000000       \$14,833.27       \$0.00       \$7,256,023.62       \$9,432,830.71         7.7.756,023.62       \$9,432,830.71       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00       \$0.0  |              |        |                  | \$8,517.48      | \$0.00             |                 | \$7,270,386.97 |
| 11/30/2018       2.4072       1.300000       \$0.00       \$5,603,682.32       \$7,284,787.02         12/31/2018       2.4805       1.300000       \$22,914.14       \$0.00       \$5,626,596.46       \$7,314,575.40         1/31/2019       2.5949       1.300000       \$12,399.38       \$0.00       \$5,638,995.84       \$7,330,694.59         2/28/2019       2.6090       1.300000       \$11,285.84       \$1,300,000.00       \$6,950,281.68       \$9,035,366.18         3/31/2019       2.6015       1.300000       \$13,621.30       \$246,381.64       \$7,210,284.62       \$9,373,370.01         4/30/2019       2.5838       1.300000       \$0.00       \$0.00       \$7,210,284.62       \$9,373,370.01         5/31/2019       2.5410       1.300000       \$30,905.73       \$0.00       \$7,241,190.35       \$9,413,547.46         6/30/2019       2.4927       1.3000000       \$14,832.27       \$0.00       \$7,274,150.23.62       \$9,432,830.71   |              |        | 1.300000         | \$11,076.96     | \$0.00             | \$5,603,682.32  | \$7,284,787.02 |
| 12/31/2018       2.4805       1.300000       \$22,914.14       \$0.00       \$5,626,596.46       \$7,314,575.40         1/31/2019       2.5949       1.300000       \$12,399.38       \$0.00       \$5,638,995.84       \$7,330,694.59         2/28/2019       2.6090       1.300000       \$11,285.84       \$1,300,000.00       \$6,950,281.68       \$9,035,366.18         3/31/2019       2.6015       1.300000       \$13,621.30       \$246,381.64       \$7,210,284.62       \$9,373,370.01         4/30/2019       2.5838       1.300000       \$0.00       \$0.00       \$7,210,284.62       \$9,373,370.01         5/31/2019       2.5410       1.300000       \$30,905.73       \$0.00       \$7,241,190.35       \$9,413,547.46         6/30/2019       2.4927       1.3000000       \$14,833.27       \$0.00       \$7,276,023.62       \$9,432,830.71  |              |        | 1.300000         | \$0.00          | \$0.00             | \$5,603,682.32  |                |
| 1/31/2019       2.5949       1.300000       \$12,399.38       \$0.00       \$5,638,995.84       \$7,330,694.59         2/28/2019       2.6090       1.300000       \$11,285.84       \$1,300,000.00       \$6,950,281.68       \$9,035,366.18         3/31/2019       2.6015       1.300000       \$13,621.30       \$246,381.64       \$7,210,284.62       \$9,373,370.01         4/30/2019       2.5838       1.300000       \$0.00       \$0.00       \$7,210,284.62       \$9,373,370.01         5/31/2019       2.5410       1.300000       \$30,905.73       \$0.00       \$7,241,190.35       \$9,413,547.46         6/30/2019       2.4927       1.300000       \$14,833.27       \$0.00       \$7,256,023.62       \$9,432,830.71         6/30/2019       2.4927       1.300000       \$14,833.27       \$0.00       \$7,256,023.62       \$9,432,830.71  |              |        | 1.300000         | \$22,914.14     | \$0.00             | \$5,626,596.46  |                |
| 2/28/2019       2.6090       1.300000       \$11,285.84       \$1,300,000.00       \$6,950,281.68       \$9,035,366.18         3/31/2019       2.6015       1.300000       \$13,621.30       \$246,381.64       \$7,210,284.62       \$9,373,370.01         4/30/2019       2.5838       1.300000       \$0.00       \$0.00       \$7,210,284.62       \$9,373,370.01         5/31/2019       2.5410       1.300000       \$30,905.73       \$0.00       \$7,241,190.35       \$9,413,547.46         6/30/2019       2.4927       1.300000       \$14,833.27       \$0.00       \$7,256,023.62       \$9,432,830.71  |              |        |                  | \$12,399.38     | \$0.00             | \$5,638,995.84  | \$7,330,694.59 |
| 3/31/2019       2.6015       1.300000       \$13,621.30       \$246,381.64       \$7,210,284.62       \$9,373,370.01         4/30/2019       2.5838       1.300000       \$0.00       \$0.00       \$7,210,284.62       \$9,373,370.01         5/31/2019       2.5410       1.300000       \$30,905.73       \$0.00       \$7,241,190.35       \$9,413,547.46         6/30/2019       2.4927       1.300000       \$14,833.27       \$0.00       \$7,256,023.62       \$9,432,830.71         6/30/2019       2.4927       1.300000       \$14,833.27       \$0.00       \$7,256,023.62       \$9,432,830.71  |              |        |                  | \$11,285.84     | \$1,300,000.00     | \$6,950,281.68  | \$9,035,366.18 |
| 4/30/2019       2.5838       1.300000       \$0.00       \$7,210,284.62       \$9,373,370.01         5/31/2019       2.5410       1.300000       \$30,905.73       \$0.00       \$7,241,190.35       \$9,413,547.46         6/30/2019       2.4927       1.300000       \$14,833.27       \$0.00       \$7,256,023.62       \$9,432,830.71   |              |        |                  | \$13,621.30     | \$246,381.64       | \$7,210,284.62  | \$9,373,370.01 |
| 5/31/2019       2.5410       1.300000       \$30,905.73       \$0.00       \$7,241,190.35       \$9,413,547.46         6/30/2019       2.4927       1.300000       \$14,833.27       \$0.00       \$7,256,023.62       \$9,432,830.71         6/30/2019       2.4927       1.300000       \$14,833.27       \$0.00       \$7,256,023.62       \$9,432,830.71   |              |        |                  | \$0.00          | \$0.00             | \$7,210,284.62  |                |
| 6/30/2019 2.4927 1.300000 \$14,833.27 \$0.00 \$7,256,023.62 \$9,432,830.71   |              |        |                  |                 | \$0.00             | \$7,241,190.35  | \$9,413,547.46 |
| 0.00 Mg 074 450 70   |              |        |                  |                 | \$0.00             | \$7,256,023.62  | \$9,432,830.71 |
|  | 7/31/2019    | 2.4550 | 1.300000         | \$15,129.11     | \$0.00             | \$7,271,152.73  |                |
| 8/31/2019 2.2952 1.300000 \$263,331.27 \$0.00 \$7,534,484.00 \$9,794,829.20  |              |        |                  | \$263,331.27    | \$0.00             | \$7,534,484.00  | \$9,794,829.20 |

#### INVESTMENT REPORT, AUTHORIZATION AND REVIEW

Report for

Harris County MUD #132 AAAm

in the second second second second in the second se

Prepared for the reporting period ("Period") from

10/1/2019

to

10/31/2019

wam:

| Investment Pools   | Rate    | Beginni      | ng Value for | Period       | Gain (Loss) to | Deposits or   | Endin        | g Value for P | eriod        |
|--------------------|---------|--------------|--------------|--------------|----------------|---------------|--------------|---------------|--------------|
| fund               |         | Book         | N.A.V.       | Market       | Market Value   | (Withdrawals) | Book         | N.A.V.        | Market       |
| OP Logic (TexStar) | 2.0578% | 7,548,391.47 | 1.30000      | 9,812,908.91 | 0.00           | 13,192.73     | 7,561,584.20 | 1.30000       | 9,830,059.46 |
|                    | 2.0578% | 7,548,391.47 |              | 9,812,908.91 | 0.00           | 13,192.73     | 7,561,584.20 |               | 9,830,059.46 |

| Certificates of Deposits       |         | Purchase     | Term in | Begin Value  | Interest accrued | Deposits or   | Ending Value | Date of    | Date of    |
|--------------------------------|---------|--------------|---------|--------------|------------------|---------------|--------------|------------|------------|
| fund                           | İ       | Value        | Days    | for Period   | this period      | (Withdrawals) | for Period   | Purchase   | Maturity   |
| OA Texas Exchange Bank         | 2.26%   | 246,072.27   | 182     | 246,620.78   | 472.32           | 0.00          | 247,093.10   | 8/26/2019  | 2/24/2020  |
| OA Central Bank                | 2.10%   | 240,000.00   | 366     | 240,372.82   | 428.05           | 0.00          | 240,800.88   | 9/4/2019   | 9/4/2020   |
| OA Austin Capital was Libertab | 2.05%   | 240,000.00   | 366     | 240,296.55   | 417.86           | 0.00          | 240,714.41   | 9/9/2019   | 9/9/2020   |
| OA Green Bank                  | 2.40%   | 242,641.11   | 365     | 247,794.41   | 494.59           | 0.00          | 248,289.00   | 11/12/2018 | 11/12/2019 |
| OA Texas Capital Bank          | 2.42%   | 243,992.82   | 365     | 248,894.47   | 501.49           | 0.00          | 249,395.96   | 12/2/2018  | 12/2/2019  |
| OA Integrity Bank              | 2.60%   | 244,777.21   | 365     | 250,008.07   | 540.52           | 0.00          | 250,548.59   | 12/5/2018  | 12/5/2019  |
| OA Cadence Bank                | 2.45%   | 240,000.00   | 366     | 242,545.32   | 499.40           | 0.00          | 243,044.71   | 4/26/2019  | 4/26/2020  |
| OA Third Coast Bank            | 2.60%   | 246,267.74   | 366     | 248,653.50   | 543.81           | 0.00          | 249,197.31   | 5/18/2019  | 5/18/2020  |
| OA ICON Bank                   | 2.75%   | 240,000.00   | 366     | 241,645.48   | 563.13           | 0.00          | 242,208.61   | 7/2/2019   | 7/2/2020   |
| OA Allegiance Bank             | 2.25%   | 240,000.00   | 366     | 241,227.95   | 458.63           | 0.00          | 241,686.58   | 7/10/2019  | 7/10/2020  |
|                                | 2.3887% | 2,423,751.15 | 366     | 2,448,059.33 | 4,919.81         | 0.00          | 2,452,979.14 |            | 168        |
|                                |         |              |         |              |                  |               |              |            |            |

Compliance Statement.

total investments

The investments (reported on above) for the Period are in compliance with the investment strategy expressed

in the District's Investment Policy and the Public Funds Investment Act.

366

Review.

This report and the District's Investment Policy are submitted to the Board for its review and to make any changes thereto as determined by the Board to be necessary and prudent for the management of District funds.

12,260,968.24

4,919.81

Signatures.

Myrtle Cruz, Inc. Vinvest.xls version 2.4

2.1233%

(please sign & date)

Karrie Kay - Recent PFIA Training Date: 10/2017

9,972,142.62

Bookkeeper (Myrtle Øruz, Inc.)

13,192.73

Karrie Kay - Recent PFIA Training Date: 10/2017

10,014,563.34

## Deposit / Collateral Report by District

## **HARRIS COUNTY MUD 132**

746246462-20158

MCI-MYRTLE CRUZ, INC. 1st. Consultant:

**BBVA** 

Pledge Date:

11/01/2019

Accounts Through:

10/31/2019 10:00 PM

Memo Posts Through: NO MEMO POSTS

## Deposits

## Interest Account

Tax ID - Pledge:

2nd. Consultant:

| Total Deposits            |                             |              | \$1,092,412.80 | \$0.00   | \$1,092,412.80 |  |
|---------------------------|-----------------------------|--------------|----------------|----------|----------------|--|
| Subtotal Interest Account |                             |              | \$1,092,412.80 | \$0.00   | \$1,092,412.80 |  |
| 2516150486                | Interest Account            |              | \$600,453.66   | \$0.00   | \$600,453.66   |  |
| Acct No<br>0000053314     | Funds Type Interest Account | Class        | \$491,959.14   | \$0.00   | \$491,959.14   |  |
| Acct No                   | Funds Type                  | <u>Class</u> | Balance        | Interest | <u>Total</u>   |  |

## **Securities**

| Total Securities P | ledged        |               |                     | 1,800,000            | \$1,800,000.00 |
|--------------------|---------------|---------------|---------------------|----------------------|----------------|
| FHLB-A-LO CH       | 142248        | 06/24/2020    | 06/24/2019 03:12 PM | 1,800,000            | \$1,800,000.00 |
| Agency Cus         | stodian CUSIP | Maturity Date | Date Pledged        | <u>Units Pledged</u> | Market Value   |

## **DEPOSIT / COLLATERAL POSITION CALCULATION**

| Subtotal Interest Deposits Subtotal Non-Interest Deposits Subtotal Bond Fund Deposits | \$1,092,412.80<br>\$0.00<br>\$0.00 |
|---|------------------------------------|
| TOTAL DEPOSITS<br>LESS APPLICABLE FDIC  | \$1,092,412.80                     |
| Subtotal Interest Deposits  | \$250,000.00                       |
| Subtotal Non-Interest Deposits  | \$0.00                             |
| Subtotal Bond Fund Deposits   | \$0.00                             |
| Deposits Requiring Collateral   | \$842,412.80                       |
| TOTAL SECURITIES PLEDGED  | \$1,800,000.00                     |
| DEPOSIT COLLATERAL POSITION - 100%  | \$957,587.20                       |
| DEPOSIT COLLATERAL POSITION - 105%  | \$915,466.56                       |
|   | 214%                               |

## Deposit / Collateral Report by District

## **HARRIS COUNTY MUD 132**

**BBVA** 

746246462-20158

10/01/2019 Pledge Date:

Tax ID - Pledge: 1st. Consultant:

MCI-MYRTLE CRUZ, INC.

Accounts Through:

9/30/2019 10:00 PM

2nd. Consultant:

Memo Posts Through: NO MEMO POSTS

## **Deposits**

## Interest Account

| Total Depos               | sits             |              | \$1,589,847.44 | \$0.00   | \$1,589,847.44 |  |
|---------------------------|------------------|--------------|----------------|----------|----------------|--|
| Subtotal Interest Account |                  |              | \$1,589,847.44 | \$0.00   | \$1,589,847.44 |  |
| 2516150486                | Interest Account |              | \$600,349.31   | \$0.00   | \$600,349.31   |  |
| 0000053314                | Interest Account |              | \$989,498.13   | \$0.00   | \$989,498.13   |  |
| Acct No                   | Funds Type       | <u>Class</u> | Balance        | Interest | <u>Total</u>   |  |

## **Securities**

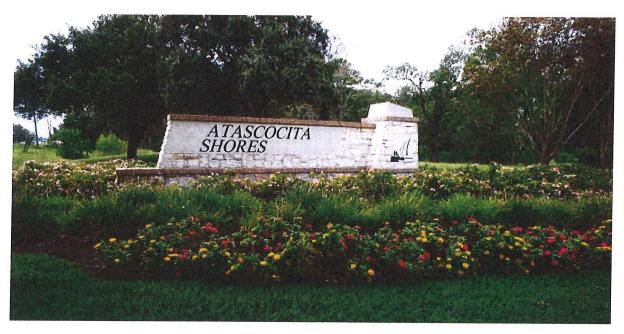
| Total Securi | ies Pledged      |              |               |                     | 1,800,000     | \$1,800,000.00 |
|--------------|------------------|--------------|---------------|---------------------|---------------|----------------|
| FHLB-A-LC    | CH               | 142248       | 06/24/2020    | 06/24/2019 03:12 PM | 1,800,000     | \$1,800,000.00 |
| Agency       | <u>Custodian</u> | <u>CUSIP</u> | Maturity Date | Date Pledged        | Units Pledged | Market Value   |

## **DEPOSIT / COLLATERAL POSITION CALCULATION**

| Subtotal Interest Deposits Subtotal Non-Interest Deposits Subtotal Bond Fund Deposits | \$1,589,847.44<br>\$0.00<br>\$0.00 |
|---|------------------------------------|
| TOTAL DEPOSITS<br>LESS APPLICABLE FDIC  | \$1,589,847.44                     |
| Subtotal Interest Deposits  | \$250,000.00                       |
| Subtotal Non-Interest Deposits  | \$0.00                             |
| Subtotal Bond Fund Deposits   | \$0.00                             |
| Deposits Requiring Collateral   | \$1,339,847.44                     |
| TOTAL SECURITIES PLEDGED  | \$1,800,000.00                     |
| DEPOSIT COLLATERAL POSITION - 100%  | \$460,152.56                       |
| DEPOSIT COLLATERAL POSITION - 105%  | \$393,160.19                       |
|   |                                    |

134%





Harris County MUD 132
Operations Report for the month of
October-19
11/21/2019

Allen Jenkins Senior Account Manager

alla Jahis

OPERATIONS REPORT H.C.M.U.D. NO. 132 FOR THE MONTH OF October 2019



|   |                                      |                  | 0.1.10040               | r MONTHE VID                |
|---|--------------------------------------|------------------|-------------------------|-----------------------------|
| OPERATIONS EXPENSES:                              |                                      |                  | October 2019            | 5 MONTHS YTD<br>\$58,245.00 |
| BASIC OPERATIONS                                  |                                      |                  | \$11,530.00<br>4,463.68 | 21,869.94                   |
| POSTAGE, MAILING, COPIES, ETC                     |                                      | COMMEDIAL        | 855.00                  | 1,355.00                    |
| WATER TAPS NO.                                    | 1 RESIDENTIAL, 0<br>0 RESIDENTIAL, 0 |                  | 0.00                    | 500.00                      |
| SEWER TAPS NO.                                    | U RESIDENTIAL, U                     | COMMERCIAL       | 19,307.49               | 66,487.41                   |
| WATER PLANT MAINTENANCE<br>WATER LINE MAINTENANCE |                                      |                  | 59,440.22               | 254,497.66                  |
| SEWER LINE MAINTENANCE/DRA                        | INAGE DITCH                          |                  | 84,823.56               | 219,687.78                  |
| TEMPORARY METER                                   | MAGE DITOIT                          |                  | 0.00                    | 0.00                        |
| BUILDER LOT INSPECTION                            |                                      |                  | 0.00                    | 0.00                        |
| LIFT STATION MAINTENANCE                          |                                      |                  | 12,388.84               | 71,849.94                   |
| ADMINISTRATIVE                                    |                                      |                  | 31.83                   | 1,075.65                    |
| CREDIT MEMO #843                                  |                                      |                  | 188.09                  | 791.51                      |
| CICEDIT MEMO #040                                 |                                      |                  | 1.26                    |                             |
| TOTAL AMOUNT INVOICED                             |                                      |                  | \$192,652.53            | \$694,776.87                |
| MAINTENANCE COSTS FOR LIFT                        | STATION NUMBER                       | 1                | \$8,692.08              | \$51,730.30                 |
| WINTERWAVEL COCTOT CITY EN                        |                                      |                  |                         |                             |
| BUILDER DAMAGES                                   | CURRENT                              | 30-60 DAYS       | 60-90 DAYS              | OVER 90 DY                  |
|   | <b>#0.00</b>                         | \$0.00           | \$0.00                  | \$16,369.06                 |
| CITY OF HOUSTON                                   | \$0.00                               | \$0.00<br>\$0.00 | \$0.00                  | \$0.00                      |
|   | \$0.00<br>\$0.00                     | \$0.00           | \$0.00                  | \$0.00                      |
|   | \$0.00<br>\$0.00                     | \$0.00           | \$0.00                  | \$0.00                      |
|   | \$0.00                               | \$0.00           | \$0.00                  | \$0.00                      |
|   | φ0.00                                | ψ0.00            | ψο.σσ                   |                             |
|   |                                      |                  |                         |                             |
| TAP ACTIVITES                                     |                                      |                  |                         |                             |
| WATER TAP FEES                                    | 1 RESIDENTIAL                        |                  | \$1,050.00              | \$1,050.00                  |
| SEWER TAP FEES                                    | 1 RESIDENTIAL                        |                  | 100.00                  | \$100.0                     |
| OTHER FEES/TEMP MTR                               | 1 RESIDENTIAL                        | , 0 COMMERC      | 75.00                   | \$75.00                     |
| ASSESSMENT FEES/BUILDER DE                        | POSIT                                |                  | 1,000.00                | \$1,000.0                   |
| ENDING NUMBER OF WATER CO                         | NNECTIONS RESID                      | DENTIAL          |                         | 1742                        |
| ENDING NUMBER OF WATER CO                         | NNECTIONS COM                        | /IERCIAL         |                         | 197<br>1822                 |
| ENDING NUMBER OF SEWER CO                         | NNECTIONS                            |                  |                         | 1022                        |
| WATER BILL RECEIVABLES                            |                                      |                  |                         |                             |
| 30 DAY  |                                      |                  |                         | \$14,665.85                 |
| 60 DAY  |                                      |                  |                         | 1,671.79                    |
| 90 DAY  |                                      |                  |                         | 3,210.93                    |

| WATER | PLANT | <b>OPERATIONS:</b> |
|-------|-------|--------------------|
|-------|-------|--------------------|

| BEGINNI                                  | NG ENDING      | GALLONS    | GALLONS     |
|--|----------------|------------|-------------|
| TOTAL WATER PUMPED 9/27/20               | 10/25/2019     | 31,467,000 | 173,760,000 |
| AMOUNT FLUSHED & WATER BREAKS & 151 Inte | rconnect       | 439,897    | 3,771,471   |
| AMOUNT BILLED                            |                | 27,965,000 | 154,028,000 |
| ESTIMATED INTERCONNECTION USAGE THIS P   | ERIOD FROM 152 | 0          | 0           |
| PERCENT BILLED VS. PUMPED (INCLUDES INTE |                | 90.27%     | 90.81%      |
| GALLONS COMMERCIAL, APARTMENTS, IRRIGA   |                | 11,407,000 | 57,355,000  |
| GALLONS RESIDENTAIL                      |                | 16,558,000 | 104,070,000 |

## HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132 MAJOR MAINTENANCE SUMMARY October 2019



## **LIFT STATION MAINTENANCE**

1. Investigated high wet well level at Lift Station 1 and found the pumps air locked. Backwashed the pumps and monitored until the level pumped down on October 29, 2019.

Cost: \$599.43

2. Pulled lift pump 2 from Lift Station 1 and delivered to shop for repairs on October 2, 2019. Wired in and tested loaner pump.

Cost: \$2,124.86

3. Performed six-month preventative maintenance at Lift Station 1 on October 22, 2019.

Cost: \$877.12

4. Pulled and backwashed lift pump 2 at Lift Station 2 on October 16, 2019.

Cost: \$660.36

5. Performed six-month preventative maintenance at Lift Station 2 on October 22, 2019.

Cost: \$847.22

6. Performed six-month preventative maintenance at Lift Station 3 on October 28, 2019.

Cost: \$769.33



## **SEWER LINE MAINTENANCE**

1. Vactored and cleaned the area after sewer overflow at 8815 Pine Shores on September 20, 2019.

Cost: \$1,184.04

2. Purchased degreaser for sanitary sewer mains in the District on October 2, 2019.

Cost: \$906.80

3. Replaced the sewer main and leveled and replaced the sod at 8743 Pines Place on October 25, 2019.

Cost: \$68,934.42



## WATER LINE MAINTENANCE

1. Exposed, removed and replaced the leaking service line at 19703 Sweetgum Forest on October 25, 2019.

Cost: \$1,468.25

2. Exposed, removed and replaced the leaking service line at 20403 Woodsong Court on October 31, 2019. Backfilled and cleaned the area.

Cost: \$1,072.41

3. Exposed, removed and replaced the leaking service line at 8026 Twelfth Fairway on October 29, 2019. Backfilled and cleaned the area.

Cost: \$2,591.82

4. Removed the meter box and exposed the meter, curb stop and service line at 20700 Atascocita Shores. Removed and replaced the leaking curb stop, reset the meter box, backfilled and cleaned the area on October 31, 2019.

Cost: \$1,115.54

5. Leveled the area and replaced the sod after water line repairs at 8603 Pines Place on October 14, 2019.

Cost: \$2,677.09

6. Repaired the fire hydrant at 20230 Atasocita Lake on October 11, 2019 and placed back in service.

Cost: \$1,947.71

7. Replaced the sidewalk, leveled the area and replaced the sod after water line repairs at 19619 Pine Cluster on October 3, 2019.

Cost: \$3,702.60

8. Replaced the sidewalk at 8514 Pines Place after water line repairs on October 11, 2019.

Cost: \$1,353.00

9. Leveled the area and replaced the sod and section of the driveway at the Verandah at Lake Pointe on October 11, 2019.

Cost: \$2,893.00

10. Cut and installed a valve on the water main on Pines Place on October 24, 2019.

Cost: \$27,052.51

## WATER PLANT MAINTENANCE

1. Purchased and installed new belt on air compressor 2 at Water Plant 1 on October 2, 2019.

Cost: \$732.37

2. Calibrated PLC to the transmitter at Water Plant 1 on October 11, 2019, cleared the faults, tested and placed back in service.

Cost: \$2,878.74

3. Ordered, picked up, removed and replaced the belt on the air compressor at Water Plant 1 on October 23, 2019.

Cost: \$1,274.35

4. Performed six-month preventative maintenance at Water Plant 1 on October 28, 2019.

Cost: \$2,662.47

5. Well performance testing and calibration at Water Plant 1, well 1 and 3 on October 31, 2019.

Cost: \$1,210.00

6. Performed annual infrared scan survey preventative maintenance at Water Plant 2 on October 31, 2019.

Cost: \$2,614.07

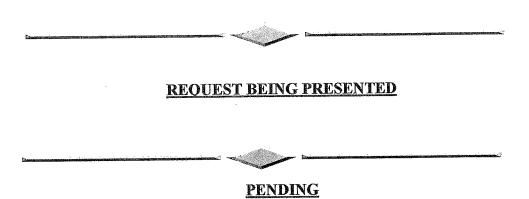
7. Performed six-month preventative maintenance at Water Plant 2 on October 24, 2019.

Cost: \$2,182.35



### ADMINISTRATIVE MAINTENANCE

1. There are no major maintenance items to report this month.



#### HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132 HISTORICAL MAJOR MAINTENANCE SUMMARY Oct-19

| WATER PLANT #1  |                           |
|---|---------------------------|
| DATE DESCRIPTION  | cost                      |
| Jan-15 INSTALLED SECURITY SYSTEM  | \$1,680,1                 |
| Feb-15 REPAIR LEAK ON PO4 PUMP  | \$685.3                   |
| Mar-15 REPLACED BP3 OVERLOAD RELAY Jun-15 REPLACED MERCOID SWITCH         | \$740.7                   |
| Jul-15 REPLACED MERCUID SYNTCH  | \$975.8°<br>\$600.4°      |
| Jun-15 INSTALLED WELL LOANER MOTOR  | \$1,320.23                |
| Nov-15 REPAIRED WELL 1  | \$53,468.64               |
| Oct-15 WASHED AND CLEANED HPT   | \$1,007.26                |
| Feb-16 INSTALLED WIRELESS PHONE SERVICE<br>Feb-16 WIRED IN BOOSTER PUMP 1 |                           |
| Jun-16 INSTALLED ALTITUDE GAUGE   | \$549.83                  |
| Jun-16 REPLACED 12" CHECK VALVE   | \$591.72<br>\$3,424.14    |
| Aug-16 INSTALL AUTO DIALER LOANER   | \$942.36                  |
| Sep-16 CLEAN GST 1  | \$15,892.56               |
| Sep-16 REPAIRED ATS   | \$4,949.32                |
| Nov-16 ANNUAL WELL TEST   | \$550.00                  |
| Jan-17 REPAIRED AUTO DIALER Jan-17 REPLACED SOIL AND SEED                 | \$1,615.31                |
| Feb-17 REMOVED MANWAY   | \$1,354.62                |
| Mar-17 CLEANED THE GST AND HPT  | \$546,88<br>\$2,254,55    |
| Apr-17 REPAIRED BLEACH TANK DISPLAY                                       | \$727,59                  |
| Apr-17 CONNECTED AIR COMPRESSOR TO HPT                                    | \$1,504.71                |
| Sep-17 REMOVED MANWAY   | \$559,50                  |
| Oct-17 REPAIRED BLEACH LINE   | \$667.10                  |
| Aug-17 CLEANED THE GST  | \$4,770.49                |
| Oct-17 REINSTALLED MANWAY   | \$769.91                  |
| Sep-17 CLEANED GST AND HPT  | \$6,234.49                |
| Aug-17 REPLACED BP CONTACTS & WP2<br>Nov-17 REMOVED MANWAY                |                           |
| Oct-17 CLEANED THE GST  | \$671.69                  |
| Sep-17 REPLACED WELL MOTOR  | \$1,782.73<br>\$42,445.70 |
| Dec-17 REMOVED MANWAY   | \$559.82                  |
| Dec-17 CLEANED GST 1, HPT 1 AND 3   | \$3.054.39                |
| Feb-18 CLEANED WELL CONTACT   | \$908.26                  |
| Apr-18 REPAIRED HOA BP3   | \$624.88                  |
| Apr-18 REINSTALLED MANWAY   | \$873.74                  |
| Apr-18 REPLACED GASKET, REINSTALLED MAN                                   |                           |
| Apr-18 REPLACED BATTERIES   | \$585.43                  |
| May-18 REINSTALLED MANWAY   | \$891.83                  |
| May-18 REPLACED MANWAY GASKET Jun-18 REMOVED MANWAY GST 2                 | \$858.36<br>\$836,65      |
| Jun-18 CLEANED GST 2  | \$5,101,70                |
| Jun-18 REINSTALLED MANWAY   | \$582,67                  |
| Aug-18 REPLACED AIR CONDITIONER   | \$1,117,29                |
| Aug-18 REPLACED AIR COMPRESSOR BELT                                       | \$2,257.20                |
| Aug-18 REPLACED BP2 PACKING   | \$647.68                  |
| Nov-18 REPAIRED LEAKING AIR RELEASE VALVE                                 |                           |
| Dec-18 REPLACED SOFT START  | \$10,621.02               |
| Jan-19 REPLACED AIR RELEASE VALVE   | \$579.31                  |
| Jan-19 REPAIRED WELL MOTOR<br>May-19 REPLACED HOA SWITCH                  | \$29,801.20               |
| Jun-19 REPLACED HOA SWITCH  | \$877.35                  |
| Jun-19 REPLACED BLEACH PUMP  Jun-19 REPLACED AC PRESSURE SWITCH           | \$2,400.00<br>\$1,031.91  |
| Jul-19 INSTALLED BACKUP BLEACH PUMP                                       | \$2,400.00                |
| Aug-19 REPLACED SOIL FROMBLEACH LEAK                                      | \$2,453.95                |
| Oct-19 ADJUST A/C BELT  | \$732.37                  |
| Oct-19 CALIBRATE PLC  | \$2,878.74                |
| Oct-19 REPLACE A/C BELT   | \$1,274.35                |
| Oct-19 WELL TESTING   | \$1,210,00                |
| 7074  |                           |
| TOTAL   | \$238,080.13              |

| WATER PLANT #2  REPAIR DATE  JOH-15 INSTALLED SECURITY SYSTEM JOH-15 REPLACED HPT PRESSURE SWITCH F6b-15 REPLACE VERT SCREEN ON OST 2 API-15 TIGHTRED WELL PHASE CONNECTIONS JUH-15 RESET SOFT START JUH-15 REPLACED WELL MOTOR SUB-15 REPLACED WELL MOTOR SUB-15 REPLACED WELL MOTOR OCH-15 CLEAMED HPT F6b-16 REPAIRED BOOSTER PUMP MOTOR 1 Now-15 REPLACED WELL METER NOW-15 REPLACED GENERATOR TRANSFER SWITC | \$1,321.60<br>\$716.84<br>\$523.32<br>\$566.71<br>\$1,287.40<br>\$5,977.91<br>\$2,302.60<br>\$538.65<br>\$4,364.80<br>\$815.35<br>\$4,199.53<br>\$4,199.53<br>\$1,093.57 |
|---|--|
| DATE DESCRIPTION  Jan-15 INSTALLED SECURITY SYSTEM Jan-15 REPLACE DHY FRESSURE SWITCH Feb-15 REPLACE VERT SCREEN ON OST 2 Apr-15 TIGHTNEED WELL PHASE CONNECTIONS Jun-15 RESET SOFT START Jun-15 REPLACED WOSTER PLWP 2 BREAKER Aug-15 REPLACED WELL MOTOR Sep-15 REMOVED MANNAY Oct-15 REPAIRED WELL METER Oct-15 CLEAMED HYT  | \$1,321.60<br>\$716.84<br>\$523.32<br>\$566.71<br>\$1,287.40<br>\$5,977.91<br>\$32,302.60<br>\$4,384.80<br>\$815.35<br>\$4,199.53<br>\$4,199.53                          |
| Jan-15 REPLACED HPT PRESSURE SWITCH P8b-15 REPLACE VENT SCREEN ON 6ST 2 AP-15 TICHTENED WELL PHASE CONNECTIONS JAN-15 RESET SOFT STAT! Jun-15 REPLACED BOOSTER PUMP 2 BREAKER AUg-16 REPLACED WELL MOTOR Sep-15 REMOVED MAWNAY Och-15 REPAIRED WELL METER Och-15 CLEMBED HPT  | \$716.84<br>\$523.32<br>\$566.71<br>\$1.287.40<br>\$5.977.91<br>\$32,802.60<br>\$538.65<br>\$4.364.80<br>\$815.35<br>\$4.199.53<br>\$18.063.27                           |
| Feb-15 REPLACE VENT SCREEN ON CST 2<br>APr-15 TIGHTENED WELL PHASE CONNECTIONS<br>Jun-15 RESET SOFT START<br>Jun-15 REPLACED WOSTER PLUMP 2 BREAKER<br>Aug-15 REPLACED WELL MOTOR<br>Sep-15 REMOVED MANMAY<br>Oct-15 REPAIRED WELL METER<br>Oct-15 CLEMED 1-PT  | \$523.32<br>\$566.71<br>\$1,287.40<br>\$5,977.91<br>\$32,302.60<br>\$538.65<br>\$4,364.80<br>\$815.35<br>\$4,199.53<br>\$18,063.27                                       |
| Apr-15 TIGHTENED WELL PHASE CONNECTIONS Jun-15 RESET SOFT START Jun-15 REPLACED BOOSTER PLUMP 2 BREAKER AUg-15 REPLACED WELL MOTOR Sep-15 REMOVED MANYAY Oct-15 REPAIRED WELL METER Oct-15 CLEANED HPT  | \$566.71<br>\$1,287.40<br>\$5,977.91<br>\$32,302.60<br>\$538.65<br>\$4,384.80<br>\$815.35<br>\$4,199.53<br>\$18,083.27   |
| Jun-15 RESET SOFT START Jun-15 REPLACED BOOSTER PUMP 2 BREAKER Aug-15 REPLACED WELL MOTOR Sep-15 REMOVED MAWWAY Oct-15 REPAIRED WELL METER Oct-15 CLEANED HPT   | \$1,287.40<br>\$5,977.91<br>\$32,302.60<br>\$538.65<br>\$4,354.80<br>\$815.35<br>\$4,199.53<br>\$18,063.27   |
| Jun-15 REPLACED BOOSTER PUMP 2 BREAKER AUg-15 REPLACED WELL MOTOR Sep-15 REMOVED MANWAY Oct-15 REPAIRED WELL METER Oct-15 CLEANED HET   | \$5,977,91<br>\$32,302,60<br>\$538,65<br>\$4,364,80<br>\$815,35<br>\$4,199,53<br>\$18,063,27   |
| Sep-15 REMOVED MANWAY Oct-15 REPAIRED WELL METER Oct-15 CLEANED HPT   | \$538.65<br>\$4,364.80<br>\$815.35<br>\$4,199.53<br>\$18,063.27  |
| Oct-15 REPAIRED WELL METER<br>Oct-15 CLEANED HPT  | \$4,364,80<br>\$815,35<br>\$4,199,53<br>\$18,063,27  |
| Oct-15 CLEANED HPT  | \$815,35<br>\$4,199,53<br>\$18,063,27  |
|   | \$4,199,53<br>\$18,063,27  |
|   | \$18,063.27<br>\$1,039.57  |
| THE TALEBUCE GENERATOR TRANSPER SWITC   |  |
| Apr-16 REPLACED OVERLOAD BLOCK<br>Nov-16 ANNUAL WELL TEST   | \$550.00   |
| Nov-16 PULLED BOOSTER PUMP MOTOR 3  | \$517.22   |
| Dec-16 DEWIRED AND WIRED BP MOTOR 3   | \$1,493.65   |
| Dec-16 REPAIRED BP MOTOR 3  | \$5,696.21   |
| Dec-16 REPLACED HPT PROBES  | \$967.55   |
| Jan-17 PULLED BP2 MOTOR<br>Feb-17 REINSTALLED BP MOTOR 1  | \$1,196.50<br>\$3,631.57   |
| May-17 INVESTIGATED GENERATOR TRANSFER  | \$559.17   |
| Aug-17 CHECKED IN WATER PLANT 1 AND 2   | \$509,73   |
| Sep-17 REINSTALLED MANWAY   | \$615.16   |
| Nov-17 CLEANED AND REINSTALL MANWAY GST 2   | \$1,103.24   |
| Sep-17 VACTORED AND CLEANED GST<br>Feb-18 INSTALL/REMOVE TEMP WIRING  | \$3,995.07   |
| Feb-18 REPLACE CHEMICAL ROOM BREAKER  | \$577.68<br>\$716.34   |
| Apr-18 INSTALLED LOANER BREAKER   | \$1,742.50   |
| Apr-18 REPLACED BOLTS ON SECURITY LIGHT POLE  | \$846.72   |
| May-18 PUCHASED CONTROL TRANSFORMER   | \$4,790.72   |
| May-18 REPLACED BOOSTER PUMP 3 STARTER  | \$4,232.10   |
| Aug-18 REPLACED SITE GLASS AND SUPPORTS<br>Sep-18 REPLACED BP MOTOR 1   | \$736.20<br>\$5,992.59   |
| Sep-18 REPAIR BP2   | \$5,041.69   |
| Nov-18 REPLACED 12" GATE VALVE  | \$3,749.19   |
| Dec-18 INSTALLED LEVEL TRANSDUCER   | \$1,146.42   |
| Jan-19 REINSTALLED MANWAY<br>Feb-19 SET GST CONTROLS  | \$1,063,43   |
| Feb-19 REPLACED WELL MOTOR CONTACTS   | \$612.69<br>\$1,637.41   |
| Feb-19 PURCHASED AIR RELEASE VALVE  | \$2,490.40   |
| Mar-19 REINSTALLED GST 2 MANWAY   | \$859.65   |
| Mar-19 GLEANED GST 2  | \$4,950.00   |
| Apr-19 CLEANED AIR RELEASE VALVE  | \$951.30   |
| May-19 REPLACED TIMER Jun-19 REPLACED BLEACH PUMP   | \$1,015.88<br>\$2,400.00   |
| Jun-19 REPLACED LEAKING BLEACH PIPE   | \$617.12   |
| Jul-19 INSTALLED BACKUP BLEACH PUMP   | \$2,400.00   |
| Jul-19 INSTALLED BACKUP BLEACH PUMP   | \$2,400.00   |
| Jun-19 ADJUSTED MILTRONICS  | \$1,123.22   |
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| TOTAL   | \$144,645,87   |

|         | LIFT STATION #1  |                         |
|---------|--|-------------------------|
| REPAI   |  |                         |
| DATE    | DESCRIPTION  | COST                    |
| Jan-1   | 5 INSTALLED SECURITY SYSTEM  | \$1,288.06              |
| Jan-1   | 5 INSTALLED SECURITY SYSTEM<br>5 REPLACED GENERATOR BATTERIES<br>5 RESET GENERATOR ANNUCIATOR  | \$667.04                |
|         |  | \$610.57                |
|         | 5 RESET LIFT PUMP 3  | \$1,482.46              |
|         | MONITORED LIFT STATION   | \$3,005.93              |
|         | FABRICATED PANEL   | \$830,67                |
|         | INSTALLED BATTERY CHARGER  | \$555,10                |
| Apr-18  | DERAGGED LIFT PUMPS  | \$2,080.85              |
|         | REPLACED NATURAL GAS LINE  | \$1,130.46              |
|         | MODIFIED CHECK VALVE   | \$756,50                |
|         | REINSTALLED LP3  | \$1,629.18              |
|         | CLEANED LIFT STATION   | \$28,429,56             |
|         | CLEANED LP 1   | \$1,402.69              |
|         | CLEANED BOTH LPS   | \$2,012.46              |
|         |  | \$85,987.55             |
| -       | PULL AND CLEAN LIFT PUMPS  | \$1,903.75              |
| Aug-16  | INSTALL LP 3   | \$1,280,70              |
|         | REPLACED BREAKERS AND OVERLOADS  |                         |
| Jul-17  | PULL AND CLEAN LP 1 AND 2  | \$918,11                |
| Aug-17  | CLEANED LIFT STATION AFTER HURRICANE   | \$9,682.83              |
|         |  |                         |
| Sep-17  | REPLACED VENT REPLACED GENERATOR BATTERIES PULLED AND CLEANED LIFT PUMPS PULLED AND CLEANED LIFT PUMPS PULLED AND CLEANED LIFT PUMPS | \$2,133.56              |
| Sep-17  | REPLACED GENERATOR BATTERIES   | \$1,091.78              |
| Feb-18  | PULLED AND CLEANED LIFT PUMPS  | \$1,112.30              |
| Jun-18  | PULLED AND CLEANED LIFT PUMPS  | \$847.71                |
| Jul-18  | PULLED AND CLEANED LIFT PUMPS  | \$955.02                |
| Aug-18  | REAPRIED GUIDE RAILS   | \$1,067.00              |
|         | PULL LP2   | \$1,102.03              |
|         | REPLACE DAMPENER   | \$916.20                |
| Oct-18  | CLEANED LIFT STATION<br>REPLACED SURGE PROTECTION  | \$5,459.65              |
| NOV-18  | REPLACED SURGE PROTECTION<br>INSTALLED CONTROL PANEL EXHAUST FAN   | \$1,088.46              |
| UCE-18  | REPAIRED RAILS   | \$2,303.94              |
|         | INSTALLED SOFT START   | \$2,661.12              |
|         | REPARED LIFT PUMP 2  | \$2,792.44              |
|         |  | \$17,500.57             |
| Jon 10  | WIRED IN AND TESTED LP2  | \$566.81                |
| Dog 19  | PULLED CP 1  | \$989.51                |
| Apr 10  | PULLED LP 1 PURCHASED GUIDE RAIL BRACKET REPAIRED LP 1   | \$825.00<br>\$18,168,47 |
| Apr. 18 | REPARED MIXER PUMPS  | \$1,531.69              |
| Anr-10  | FULL LP 3  | \$516.42                |
| May-10  | CLEANED LIFT STATION DUE TO COCACO   | \$25.909.42             |
| Jun-19  | CLEANED LIFT STATION DUE TO GREASE<br>REPLACED GENERATOR BATTERIES   | \$643.59                |
| Aug-19  | REPLACED LP3 CONTACTS  | \$1,722,82              |
|         | PULL LP 2  | \$1,053,77              |
|         | WIRE IN AND TEST LP2   | \$1,071.09              |
|         |  | Ţ.,07 1.05              |

|        | LIFT STATION #2                 |             |
|--------|---------------------------------|-------------|
| REPAIR |                                 |             |
| DATE   | DESCRIPTION                     | COST        |
| Apr-16 | DERAGGED PUMPS                  | \$1,392,91  |
| Mar-17 | INSTALLED NEW CABLE HOLDERS     | \$1,073,97  |
| May-17 | CLEANED LIFT STATION            | \$859.60    |
| Jul-17 | NO POWER/TRANSFER SWITCH GLITCH | \$1,463.09  |
| Oct-17 | CLEANED ATS AFTER HURRICANE     | \$562.88    |
| Apr-18 | PULLED LP3                      | \$715.18    |
| Jun-18 | REPLACED LP3                    | \$12,164,02 |
| Jun-18 | CLEANED LIFT STATION            | \$2,246,24  |
| Sep-18 | REPLACED GENERATOR              | \$37,950,00 |
| Dec-18 | REPLACED LP2 IMPELLER           | \$3,968,13  |
| Dec-18 | REPLACED LP1 IMPELLER           | \$3,982,48  |
| Jan-19 | REPLACED LP 1 HANDLE            | \$715.74    |
| May-19 | CLEANED LIFT STATION            | \$2,020.88  |
|        | TOTAL                           | \$69,135,12 |

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|--------|-----------------------------|-------------|
|        | LIFT STATION #3             |             |
| REPAIR |                             |             |
| DATE   | DESCRIPTION                 | COST        |
|        |                             |             |
|        | INSTALLED SECURITY SYSTEM   | \$1,311.01  |
|        | REPLACED CONTACTS ATS       | \$649.23    |
|        | REPAIRED LP1                | \$5,357.65  |
|        | REPAIRED GATE               | \$534.60    |
|        | CLEANED LS                  | \$875.36    |
|        | CLEANED LIFT STATION        | \$803,15    |
|        | PULLED AND INSPECT LP3      | \$550.62    |
|        | PULLED AND CLEANED LP3      | \$680.32    |
|        | REPLACED POWER SUPPLY       | \$1,224.58  |
|        | REPLACED MERCOID SWITCH     | \$569.33    |
|        | BYPASSED PUMP SET POINTS    | \$709.56    |
|        | REPLACED AUTO DIALER        | \$2,277.96  |
|        | REPLACED ATS                | \$5,081.63  |
|        | DEWIRED LP2 SET UP BYPASS   | \$656.50    |
|        | RETURNED RENTAL BYPASS PUMP | \$811.00    |
|        | VACTORED LIFT STATION       | \$1,932.74  |
|        | REPLACED GENERATOR          | \$37,950.00 |
|        | REPLACED FLOODED EQUIPMENT  | \$8,500.00  |
|        | REPLACED AIR CELL           | \$733.86    |
| May-19 | CLEANED LIFT STATION        | \$1,428.43  |
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|        | TOTAL                       | \$72,637,53 |

| REPAIR<br>DATE           | WATER LINE REPAIRS ADDRESS  | COST                                    |  |
|--------------------------|---|---|--|
|                          |   |   |  |
| Jan-15 ATA               | 7 PINES PLACE - C SCOCITA TRACE-ATASCOCITÁ RD AVE HOUSTON FM 1980 50 ALLEGRO SHORES - I 8 ATASCOCITA LAME WAY - C 8 ATASCOCITA LAME WAY - C 22 ATASCOCITA PLACE - I E ECHO, PINE SHORES - C GS RIVER, ATASCOCITÁ SHORES - I 3 LAME MIST - C   | \$1,863.59<br>\$1,736.47                |  |
| Feb-15 203               | 50 ALLEGRO SHORES - I<br>8 ATASCOCITA I AKE WAY - C   | \$1,148.67<br>\$2,408.44                |  |
| Mar-15 840               | 6 ATASCOCITA LAKE WAY - C   | \$2,491.30<br>\$2,135.64                |  |
| Jun-15 PiN               | E ECHO; PINE SHORES - C   | \$2,135.64<br>\$4,643.85<br>\$2,467.00  |  |
| Jun-15 780               | 3 LAKE MIST - C<br>22 PERRYOAK - C  | \$57,350.34<br>\$3,480.62               |  |
| .lun-15 820              | 3 MAGNOLIA GLEN - !   | \$2,861.71                              |  |
| Jun-15 203<br>Jun-15 PIN | 15 ARROW COVE - C<br>E ECHO; PINE SHORES - I  | \$3,915.68<br>\$3,967.68                |  |
|                          |   | \$6,434.08<br>\$10,293.06               |  |
| Jul-15 196<br>Sep-15 790 | ZAMED AND OPERATED VALVES 11 PINE CLUSTER - C 3 DEATON - C 3 DEATON - C 3 DEATON - C 3 DEATON - C 4 DEATON - C 11 HARSTWOOD - C 11 HARSTWOOD - C 108 ATASCOCITA LAVE 108 ATASCOCITA LAVE 108 ATASCOCITA LAVE 12 HARST FOREST - C 13 HARST FOREST - C 13 HARST FOREST - C 13 ATASCOCITA SHORES - C 13 ATASCOCITA SHORES - C 108 ATASCOCITA | \$1,263.90<br>\$2,727.43                |  |
| Aug-15 800<br>Aug-15 197 | 3 HURST FOREST - C<br>11 HURSTWOOD - C  | \$993,98<br>\$993.98                    |  |
| Oct-15 205               | 10 SUNNY SHORES - C<br>06 ATASCOCITA LAKE   | \$3,199.05<br>\$1,366.75                |  |
| Oct-15 833               | 4 BUNKER BEND - C<br>12 HURST FOREST - C  | \$1,366.75<br>\$7,911.10<br>\$1,788.86  |  |
| Aug-15 831               | 5 SHORE GROVE - C   | \$514.21<br>\$3,394.63                  |  |
| Oct-15 872               | 3 PINES PLACE - C   | \$3,747.85<br>\$3,661.83                |  |
| Sep-15 203               | 10 SPOONWOOD - C  | \$11,368,97                             |  |
| Oct-15 77                | D HURST FOREST - C  | \$1,182.14<br>\$4,325.73<br>\$1,691.54  |  |
| Oct-15 196               | 07 AUTUMN CREEK - C   | \$2,661,06<br>\$3,068,52                |  |
| Oct-15 833<br>Oct-15 195 | 31 LAUREL LEAF - C<br>323 AUTUMN CREEK - C  | \$5,227,53                              |  |
| Oct-15 830<br>Oct-15 200 | 10 FM 1960<br>119 ATASCOCITA SHORES   | \$5,442.06<br>\$9,045.70                |  |
| Oct-15 198<br>Oct-15 788 | IS SHOULEVIEW-1  IT JAJUREL LEAF - C  IT LAUREL LEAF - C  IT HAUREL LEAF - C  IO FM 1980  IS ATASCOCITA SHORES  IGB HURSTWOOD - C  IO SHOREVIEW - C  IO SHOREVIEW - C  IO SHOREVIEW - C   | \$2,863.62<br>\$6,303.04                |  |
| Oct-15 89                | 80 SHOREVIEW - C<br>18 AMBER COVE - C   | \$1,034,92<br>\$1,171.50<br>\$12,269.95 |  |
| Oct-15 80                | 22 TWELFTH FAIRWAY - C<br>703 SWEET FOREST - C  | \$12,269.95<br>\$1,919.39               |  |
| Nov-15 20                | 107 SUNNY SHORES - C  | \$1,919.39<br>\$2,556.33<br>\$1,568.42  |  |
| Nov-15 20                | 006 LEGEND OAK - C  | \$4,049.35<br>\$4,935.76                |  |
| Dec-15 20                | 111 PERRYOAK - I  | \$1,902.17<br>\$1,644.72                |  |
| Jan-16 82                | 18 AMBER COVE - I   | \$1,903.00<br>\$6,256.40                |  |
| Dec-15 20                | 10 SHOREVIEW - C 18 AMBER COVE - C 22 TWELFITH FAIRWAY - C 03 SWEET FOREST - C 07 SUNNY SHORES - C 107 SUNNY SHORES - C 105 GAMELE OWA - C 115 AMORTO C 115 AMORTO C 115 AMORTO C 115 AMORTO C 116 FAIR OWA - I 116 AMORTO C 117 SWEETGLIM FOREST - C   | \$4,903.00<br>\$2,936.31                |  |
| Jan-16 80<br>Jan-16 19   | 511 SWEETGUM FOREST - C<br>32 PINE SHORES - I   | \$2,225.98                              |  |
| Nov-15 86<br>Aug-15 20   | 12 PINE SHORES - 1 12 PINE SHORES - 1 10 MAGNOLIA GLEN - C 10 MAGNOLIA GLEN - C 13 HURST FOREST - C 13 HURST FOREST - C 13 HURST FOREST - C 14 PINE CUP - 1 14 PINE CUP - 1 14 PINE CUP - 1 15 SAUNNY SHORES - C 10 FM 1880 EAST - C 10 FM 1880 EAST - C 10 FM 1880 EAST - C 10 SHOREGROVE - C 172 SWEET FOREST - 1 22 SHOREGROVE - C 1333 ATASCOCITA SHORES - C 103 PINEHURST PLACE - C 122 ATASCOCITA SHORES - C 15 SEVENTEENIN GREEN - C 15 AUTOMO GREEN - C  | \$2,102.09<br>\$556.01                  |  |
| Feb-16 82<br>Feb-16 20   | 30 MAGNOLIA GLEN - C<br>510 RIVERSIDE PINES - C   | \$1,959.73<br>\$6,046.17                |  |
| Feb-16 80<br>Nov-15 20   | 03 HURST FOREST - C<br>010 EIGHTEENTH FAIRWAY - I   | \$4,834.19<br>\$3,280.48                |  |
| Jan-16 80<br>Mar-16 20   | 14 PINE CUP - I<br>315A SUNNY SHORES - C  | \$2,097.78<br>\$3,048.30                |  |
| Dec-15 83<br>Mar-16 19   | 00 FM 1960 EAST - C<br>619 GAMBLE OAK - C   | \$2,444.82<br>\$3,442.58                |  |
| Apr-16 82                | 02 SHOREGROVE - C   | \$1,601.23<br>\$940.57                  |  |
| May-16 83                | 22 SHOREGROVE - I   | \$716.40<br>\$2,985.82                  |  |
| May-16 20                | 323 ATASCOCITA SHORES - C   | \$3,146.90<br>\$8,421.19                |  |
| May-16 21                | 222 ATASCOCITA PINES - C  | \$1,603.25<br>\$5,925.15                |  |
| Jul-16 80                | 15 SEVENTEENTH GREEN - C  | \$2,039,37<br>\$7,138,91                |  |
| Jul-16 19<br>Jul-16 87   | 623 AUTUMN CREEK - C<br>22 SUMMIT PINES - I   | \$664.23<br>\$1,042.55                  |  |
| Jul-16 19<br>Jul-16 78   | 511 NEHOC - I<br>07 CHERRY PLACE CT - I   | \$2,037.52                              |  |
| May-16 76<br>Jul-16 19   | 623 AUTUMN CREEK - C<br>22 SUMMT PINES - I<br>511 NEHOC - I<br>70 CHERRY PLACE CT - I<br>15 LAKE MIST COURT - I<br>507 AUTUMN CREEK - C<br>347 ACAPUL CO COVE - C<br>07 PINE CUP - I<br>06 SHOREVIEW - I<br>ID SHOREVIEW - I  | \$6,193.83<br>\$2,703.02                |  |
| Aug-16 20<br>Aug-16 77   | 347 ACAPULCO COVE - C<br>87 PINE CUP - I  | \$3,782.50<br>\$1,962.85                |  |
| Sep-16 89<br>Sep-16 83   |   | \$2,270.74<br>\$1,115.74                |  |
| Con-16 95                | 21 DINES DI ACE - C   | \$3,078.73<br>\$1,015.41                |  |
| Oct-16 81                | 619 AUTUMN CREEK - I<br>15 PINE GREEN - C<br>103 MAGNOLIA BEND - C  | \$1,997.90<br>\$3.567.03                |  |
| Oct-16 83                | 22 SHOREGROVE - 1<br>22 TWELFTH FAIRWAY - C   | \$2,416.66<br>\$2,382.16                |  |
| Nov-16 20                | 018 PINEHURST PLACE - C<br>25 ATASCOCITA ROAD - C   | \$969.47<br>\$3,655.78                  |  |
| Nov-18 BI                | 130 TYYELF IH PAIRYYAT - C  | \$3,400.30<br>\$2,748.21                |  |
| Nov-16 20                | 918 SWEETGUM FOREST - C<br>9015 MAGNOLIA BEND - I   | \$1,853.26                              |  |
| Nov-16 B                 | 26 FM 1960 EAST - C<br>111 PINE GREEN - C   | \$3,515.75<br>\$2,094.02                |  |
| Doc-16 20                | 331 ACAPULCO COVE - C   | \$4,720.61<br>\$4,653.77                |  |
| Dec-16 20                | 342 ALLEGRO SHORES - C<br>314 PINEHURST TRAIL - C   | \$4,723,76<br>\$2,468.99                |  |
| Jan-17 B                 | 06 ATASCOCITA LAKE WAY - C  | \$2,094.11                              |  |
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$1,322,76
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                                                                                                                                                                                                                                                                                                                                                                                                                                         GRAND TOTAL
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#### HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132 HISTORICAL MAJOR MAINTENANCE SUMMARY Expenses \$2000 and Over Oct-19

|                  | WATER PLANT #1          |              |
|------------------|-------------------------|--------------|
| REPAIR           |                         |              |
| DATE             | DESCRIPTION             | cost         |
|                  | ED MERCOID SWITCH       | \$975.87     |
| Jul-15 REPLACE   |                         | \$600,49     |
|                  | D WELL LOANER MOTOR     | \$1,320,23   |
| Nov-15 REPAIRED  |                         | \$53,468.64  |
|                  | D 12" CHECK VALVE       | \$3,424.14   |
| Sep-16 CLEAN GS  |                         | \$15,892.56  |
| Sep-16 REPAIRED  |                         | \$4,949.32   |
| Aug-17 CLEANED   |                         | \$4,770.49   |
| Sep-17 CLEANED   |                         | \$6,234.49   |
|                  | D BP CONTACTS & WP2     | \$6,923.54   |
| Sep-17 REPLACE   |                         | \$42,445.70  |
|                  | GST 1, HPT 1 AND 3      | \$3,054.39   |
| Jun-18 CLEANED   |                         | \$5,101.70   |
|                  | D AIR COMPRESSOR BELT   | \$2,257.20   |
| Dec-18 REPLACES  | D SOFT START            | \$10,621,02  |
| Jan-19 REPAIRED  | WELL MOTOR              | \$29,801.20  |
| Jan-19 REPAIRED  | WELL MOTOR              | \$29,801,20  |
| Jun-19 REPLACED  | D BLEACH PUMP           | \$2,400,00   |
| Jul-19 INSTALLED | D BACKUP BLEACH PUMP    | \$2,400,00   |
|                  | D SOIL FROM BLEACH LEAK | \$2,453,95   |
| Oct-19 CALIBRATE |                         | \$2,878.74   |
| TOTAL            |                         | \$231 774 87 |

|        | WATER PLANT #2                    |              |
|--------|-----------------------------------|--------------|
| REPAIR |                                   |              |
| DATE   | DESCRIPTION                       | COST         |
| h 45   | REPLACED BOOSTER PUMP 2 BREAKER   |              |
|        | REPLACED WELL MOTOR               | \$5,977.91   |
|        | REPAIRED WELL METER               | \$32,302.60  |
|        |                                   | \$4,364.80   |
|        | REPAIRED BOOSTER PUMP MOTOR 1     | \$4,199.53   |
|        | REPLACED GENERATOR TRANSFER SWITC |              |
|        | REPAIRED BP MOTOR 3               | \$5,696,21   |
|        | REINSTALLED BP MOTOR 1            | \$3,631.57   |
|        | VACTORED AND CLEANED GST          | \$3,995.07   |
|        | PUCHASED CONTROL TRANSFORMER      | \$4,790.72   |
|        | REPLACED BOOSTER PUMP 3 STARTER   | \$4,232.10   |
|        | REPLACED BP MOTOR 1               | \$5,992.59   |
|        | REPAIR BP2                        | \$5,041,69   |
|        | REPLACED 12" GATE VALVE           | \$3,749.19   |
| Feb-19 | PURCHASED AIR RELEASE VALVE       | \$2,490,40   |
| Mar-19 | GLEANED GST 2                     | \$4,950,00   |
| Jun-19 | REPLACED BLEACH PUMP              | \$2,400,00   |
| Jul-19 | INSTALLED BACKUP BLEACH PUMP      | \$2,400.00   |
|        |                                   | ,,           |
|        |                                   |              |
|        |                                   | Į.           |
|        |                                   | 1            |
|        |                                   |              |
|        | TOTAL                             | \$114.277.65 |

| LIFT STATION #1 |                                      |              |  |  |  |
|-----------------|--------------------------------------|--------------|--|--|--|
| REPAIR          |                                      |              |  |  |  |
| DATE            | DESCRIPTION                          | COST         |  |  |  |
|                 | DERAGGED LIFT PUMPS                  | \$2,080.85   |  |  |  |
|                 | CLEANED LIFT STATION                 | \$28,429.56  |  |  |  |
|                 | PURCHASE LIFT PUMPS                  | \$85,987.55  |  |  |  |
|                 | REPLACED BREAKERS AND OVERLOADS      | \$6,292.44   |  |  |  |
|                 | CLEANED LIFT STATION AFTER HURRICANE | \$9,682.83   |  |  |  |
| Sep-17          | REPLACED VENT                        | \$2,133.56   |  |  |  |
|                 | CLEANED LIFT STATION                 | \$5,459,65   |  |  |  |
| Oct-18          | INSTALLED CONTROL PANEL EXHAUST FAN  | \$2,303.94   |  |  |  |
| Nov-18          | REPAIRED RAILS                       | \$2,661,12   |  |  |  |
| Nov-18          | INSTALLED SOFT START                 | \$2,792.44   |  |  |  |
| Jan-19          | REPAIRED LIFT PUMP 2                 | \$17,500,57  |  |  |  |
| Apr-19          | REPAIRED LP 1                        | \$18,168,47  |  |  |  |
|                 | CLEANED GREASE FROM LIFT STATION     | \$25,808.13  |  |  |  |
| Aug-19          | REMOVE RAGS FROM LP3                 | \$1,278.65   |  |  |  |
|                 | CLEANED GREASE FROM LIFT STATION     | \$13,191,49  |  |  |  |
| Aug-19          | REPLACED LP3 CONTACTS                | \$1,722.82   |  |  |  |
|                 | TOTAL                                | \$225,494.07 |  |  |  |

|                | LIFT STATION #2      |             |
|----------------|----------------------|-------------|
| REPAIR<br>DATE | DESCRIPTION          | COST        |
| Apr-18         | REPLACED ATS         | \$5,081,63  |
| Jun-18         | REPLACED LP3         | \$12,164.02 |
| Jun-18         | CLEANED LIFT STATION | \$2,246.24  |
| Sep-18         | REPLACED GENERATOR   | \$37,950,00 |
| May-19         | CLEANED LIFT STATION | \$2,020,88  |
|                | TOTAL                | \$57,441.89 |
|                |                      |             |

|        | LIFT STATION #3            |             |
|--------|----------------------------|-------------|
| REPAIR |                            | i           |
| DATE   | DESCRIPTION                | COST        |
| Nov-15 | REPAIRED LP1               | \$5,357.65  |
|        | REPLACED ATS               | \$5,081.63  |
|        | REPLACED GENERATOR         | \$37,950.00 |
| Jan-19 | REPLACED FLOODED EQUIPMENT | \$8,500.00  |
| ĺ      |                            |             |
|        |                            | 1           |
|        | TOTAL                      | \$56,889,28 |

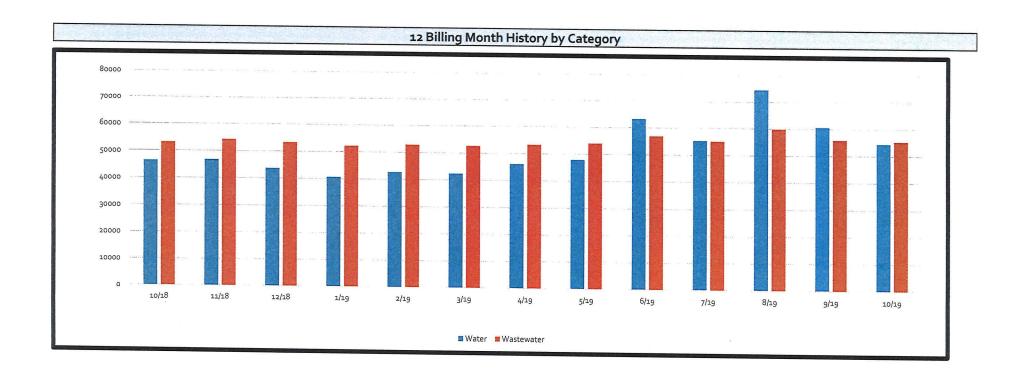
|                            | MATER LINE PERSON   |  |
|----------------------------|---|--|
| REPAIR<br>DATE             | WATER LINE REPAIRS  ADDRESS   | cost   |
| Jun-15                     | 8627 PINES PLACE - C<br>21222 ATASCOCITA PLACE - I  | \$4,328.75<br>\$2,135.64<br>\$4,643.85               |
| Jun-15                     | PINE ECHO:PINE SHORES - C<br>KINGS RIVER;ATASCOCITA SHORES - I<br>7883 LAKE MIST - C<br>20422 PERRYOAK - C                    | \$2,467.00<br>\$57,350.34                            |
| Jun-15<br>Jun-15           | 8203 MAGNOLIA GLEN - 1<br>20315 ARROW COVE - C  | \$3,480.62<br>\$2,861.71<br>\$3,915.68               |
| Jul-15                     | PINE ECHO;PINE SHORES - I<br>20339 ATASCOCITA SHORES - C<br>CLEANED AND OPERATED VALVES                                       | \$3,967.68<br>\$6,434.08<br>\$10,293.06              |
| Mar-15<br>Sep-15<br>Oct-15 | 8406 ATASCOCITA LAKE WAY - C<br>7903 DEATON - C<br>7710 HURST FOREST - C  | \$2,491.30<br>\$2,727.43<br>\$4,325.73               |
| Oct-15<br>Oct-15           | 20510 SUNNY SHORES - C<br>20206 ATASCOCITA LAKE<br>8334 BUNKER BEND - C   | \$3,199.05<br>\$1,366.75<br>\$7,911.10               |
| Oct-15                     | 20543 ATASCOCITA SHORES - C   | \$3,394.63<br>\$3,747.85<br>\$3,661.83               |
| Oct-15                     | 20506 ATASCOCITA SHORES - C<br>20310 SPOONWOOD - C<br>8331 LAUREL LEAF - C  | \$11,368.97<br>\$3,068.52                            |
| Oct-15                     | 6300 FM 1980 EAST<br>20319 ATASCOCITA SHORES<br>8022 TWELFTH FAIRWAY - C  | \$5,442.06<br>\$9,045.70<br>\$12,269.95              |
| Nov-15                     | 20407 SUNNY SHORES - C  | \$2,556,33<br>\$5,227.53<br>\$2,661.06               |
|                            | 19607 AUTUMN CREEK - C<br>20006 LEGEND OAK - C<br>20339 AULEGRO SHORES - C<br>20339 AULEGRO SHORES - C                        | \$4,049.35<br>\$4,935.76<br>\$6,256.40               |
| Dec-15<br>Jan-16           | 20014 EIGHTEENTH FAIRWAY - I<br>20115 ATASCOCITA SHORES - I<br>8007 SEVENTEENTH GREEN - I<br>8602 PINE SHORES - I             | \$4,903.00<br>\$2,083.81<br>\$2,102.09               |
| Feb-16                     | 8602 PINE SHORES - I<br>20510 RIVERSIDE PINES - C<br>8003 HURST FOREST - C<br>20010 EIGHTEENTH FAIRWAY - I                    | \$6,046.17<br>\$4,834.19                             |
| Jan-16                     | 19511 SWEETGUM FOREST - C<br>8014 PINE CUP - I  | \$3,280.48<br>\$2,225.98<br>\$2,097.78               |
| Dec-15                     | 8300 FM 1960 EAST - C<br>8007 SEVENTEENTH GREEN - C   | \$2,444.82<br>\$2,936.31<br>\$3,442.58               |
| Mar-16<br>Mar-16<br>May-16 | 19619 GAMBLE OAK - C<br>20315A SUNNY SHORES - C<br>ATASCA OAKS FV - C   | \$3,048,30<br>\$2,986,82                             |
| May-16<br>Mar-16           | ATASCA OAKS FV - C<br>20323 ATASCOCITA SHORES - C<br>20033 PINEHURST PLACE - C<br>8202 ARROW COVE - C<br>8202 ARROW COVE - C  | \$3,146,90<br>\$8,421.19<br>\$5,925.15               |
| Jul-16<br>May-16           | 7817 CHERRY PLACE CT - T<br>7815 LAKE MIST COURT - I<br>8015 SEVENTEENTH GREEN - C  | \$2,037.52<br>\$6,193.83<br>\$2,039.37               |
| Jul-16<br>Jul-16           | : 19623 AUTUMN CREEK - C<br>: 19507 AUTUMN CREEK - C  | \$7,138.91<br>\$2,703.02                             |
| Sep-16                     | 20347 ACAPULCO COVE - C<br>8523 PINES PLACE - C<br>20103 MAGNOLIA BEND - C  | \$3,782.50<br>\$3,078.73<br>\$3,567.03               |
| Oct-16<br>Nov-16           | 6725 ATASCOCITA ROAD - C<br>8010 TWELFTH FAIRWAY - C<br>8111 PINE GREEN - C   | \$3,655.78<br>\$3,400.30<br>\$2,094.02               |
| Nov-16<br>Nov-16           | 19918 SWEETGUM FOREST - C<br>6626 FM 1960 EAST - C  | \$2,748.21<br>\$3,515.75<br>\$4,720.61               |
| Dec-16<br>Dec-16<br>Dec-16 | 7910 SEVENTEENTH GREEN - C<br>20331 ACAPULCO COVE - C<br>20342 ALLEGRO SHORES - C<br>7501 FM 1980 EAST - C<br>20008 LUCIA - I | \$4,653.77<br>\$4,723.76                             |
| Dec-18<br>Feb-17<br>Mar-17 | : 7501 FM 1960 EAST - C<br>: 20006 LUCIA - I<br>: 8319 LAUREL LEAF - C  | \$23,597.73<br>\$2,045.02<br>\$4,390.59              |
| Jan-17<br>Mar-17           | 20266 IVY POINT - C<br>20010 FAWN HOLLOW - C  | \$2,705.39<br>\$2,341.45<br>\$6,007.08               |
| Adams 47                   | 9 8739 PINES PLACE - C<br>7 19510 SUNCOVE - C<br>7 20335 ACAPULCO COVE - I  | \$2,603.08<br>\$2,286.13<br>\$3,258.79               |
| May-17<br>May-17<br>Jun-17 | 8323 LAUREL LEAF - C<br>7 7815 Magnotia Cove Ct<br>7 8735 PINES PLACE DR - C<br>7 20411 Spoonwood Dr                          | \$2,803.37<br>\$3,545.23                             |
| 5 (4.17                    | PERMISED 7 COMMERCIAL METERS  | \$2,153.64<br>\$2,794.00<br>\$17,811.55              |
| Jul-1                      | MATERIALS FOR 16 VALVES<br>7 INSTALLED INTERCONNECT VALVE<br>7 18611 PINE ECHO DR<br>7 INSTALLED 16-INCH VALVE 7351 FM 1960   | \$11,438.22<br>\$3,661,53<br>\$8,627,16              |
| May-1                      | 7 INSTALLED 18-INCH INSTA-VALVE 72151 FM 1980<br>7 INSTALLED 2' IRR SHORT TAP AND METER                                       | \$37,291.88<br>\$3,000.00                            |
| Sep-1                      | 7 8323 REBAWOOD - C<br>7 8026 SEVENTEENTH GREEN - I<br>7 7807 CHERRY PLACE CT - C   | \$10,216.71<br>\$2,266.92<br>\$9,872.10              |
| May-1                      | 7 8619 PINES PLACE - C<br>7 19611 PINE ECHO - C<br>7 8300 FM 1960 METER   | \$2,353.85<br>\$7,316.28<br>\$9,362.10               |
| Oct-1                      | 7 8610 TIMBER VIEW - C<br>7 8410 BUNKER BEND - C  | \$2,079.00<br>\$2,578.62                             |
| Nov-1                      | 7 8030 TWELFTH FAIRWAY - C<br>7 20430 PERRYOAK-C<br>7 8423 REBAWOOD - C   | \$3,143.95<br>\$8,210.09<br>\$4,573.32               |
| Oct-1<br>Dec-1             | 7 8723 PINES PLACE - C<br>7 20419 ATASCOCITA SHORES<br>8 8010 REBAWOOD - C  | \$2,539.85<br>\$2,359.29<br>\$3,666.96               |
| Jan-1<br>Feb-1             | 8 20015 LEGEND OAKS - C<br>8 8118 PINE GREEN - C  | \$1,313.40<br>\$3,106.23<br>\$2,019.63               |
| Jan-1<br>Mar-1             | 8 8603 SUMMIT PINES - C<br>8 8726 TIMBER VIEW - C<br>8 8338 ATASCOCITA LAKE WAY - C   | \$2,375.25<br>\$4,431.94                             |
| Apr-1                      | 8 8214 SHOREGROVE - C<br>8 8019 REBAWOOD - C<br>8 20419 SPOONWOOD - C   | \$8,804.99<br>\$2,935.94<br>\$3,145.69               |
| Apr-1<br>May-1             |   | \$4,227.35<br>\$3,541.21<br>\$6,334.31               |
| May-1<br>Mar-1             | 8 ATASCA OAKS;FM 1960-C<br>8 8731 PINES PLACE - C   | \$3,150.28<br>\$3,431.57                             |
| Jun-1<br>Apr-1             | 8 20007 PINEHURST BEND - I<br>8 8710 FM 1960<br>8 20503 ATASCOCITA SHORES - C   | \$2,164.48<br>\$4,686.21<br>\$6,436.23               |
| Aug-1                      | 8 20019 SWEETGUM FOREST - I   | \$3,458.34<br>\$7,779.47<br>\$4,672.74               |
| Aug-1                      | 8 20228 SUNNY SHORES - C<br>8 7805 PINE GREEN - C<br>8 ATASCOCITA SHORES  | \$2,125,90<br>\$12,704.48<br>\$2,266.60              |
| Aug-                       | 18 8306 BUNKER BEND - C<br>18 20015 LEGEN OAKS - C<br>18 8222 AMBER COVE - C  | \$2,579.92<br>\$4,297.22                             |
| Sep-                       | 18 20327 ACAPULCO COVE - C<br>18 8203 AMBER COVE - C<br>18 8519 REBAWOOD - C  | \$4,867.77<br>\$3,181.84<br>\$4,589.81               |
| Oct-                       | 18 20330 ATASCOCITA SHORES - I<br>18 20320 ATSCOCITA SHORES - C   | \$5,149.74<br>\$5,654.12<br>\$3,133.26               |
| lan ·                      | 19 8954 SHIREVIEW - C<br>19 20526 PERRYOAK - C<br>19 20014 EITHGEENTH FAIRWAY - C<br>18 18918 TOWN CENTER - C                 | \$4,308.30<br>\$4,679.65                             |
| Dec-<br>Mar-<br>Mar-       | 18 18918 TOWN CENTER - C<br>19 19511 SHOREVIEW - I<br>19 7806 BEAVER LAKE - C   | \$8,337.57<br>\$2,347.55<br>\$3,399.42               |
| Jan-                       | 19 20515 RIVERSIDE PINES - C<br>19 8510 PINES PLACE - C<br>19 8343 ATASCOCITA LAKE WAY - I                                    | \$2,197.77<br>\$2,932.66<br>\$5,779.41               |
| Apr-                       | 19 KINGS PARKWAY;FM 1960<br>19 8303 ACAPULCO COVE ~ I   | \$4,448.37<br>\$2,789.52                             |
| May-                       | 19 8346 ATASCOCITA LAKE WAY - C<br>19 DISTRICT AREA - METER TESTING<br>19 7711 PINE CUP -C                                    | \$4,363.14<br>\$12,111.00<br>\$3,314.00              |
| Jun-                       | 19 8019 SEVENTEENTH GREEN - C<br>19 20007 EIGHTEENTH FAIRWAY - I<br>19 8307 LAUREL LEAF - I                                   | \$8,023.69<br>\$2,741.94<br>\$2,899.79               |
| Jul-                       | 19 7525 FM 1960 - I<br>19 8419 PINE SHORES - I  | \$2,832.29<br>\$3,742.61<br>\$2,641.50               |
| Sep-                       | 19 KINGS PARKWAY FV - C<br>19 8603 PINES PLACE - C<br>19 8514 PINES PLACE - C   | \$2,641,50<br>\$5,173,78<br>\$4,298,80<br>\$2,591,82 |
| Oct-                       | 19 8026 TWEFLTH FAIRWAY - I   | \$2,476.59<br>\$2,893.00                             |
| Oct                        | 19 PINE ECHO - C<br>19 PINES PLACE - C  | \$27,052,51<br>\$791,408.87                          |
| L                          | TOTAL   | *( V ( 404 0 )                                       |

| SEWER LINE REPAIRS |  |              |  |  |  |  |
|--------------------|--|--------------|--|--|--|--|
| REPAIR             |  |              |  |  |  |  |
| DATE               | COST   |              |  |  |  |  |
|                    |  |              |  |  |  |  |
|                    |  |              |  |  |  |  |
|                    |  |              |  |  |  |  |
|                    |  |              |  |  |  |  |
| Apr-15             | 19703 FAIRWAY ISLAND - C                                 | \$2,860.00   |  |  |  |  |
|                    | 20019 SWEETGUM FOREST - C                                | \$4,083.24   |  |  |  |  |
| Jun-15             | 7803 LAKE MIST - C                                       | \$3,085.06   |  |  |  |  |
| Oct-15             | GOLF COURSE STORM LINE                                   | \$9,459.68   |  |  |  |  |
|                    | 20314 ALLEGRO SHORES - C                                 | \$5,720.32   |  |  |  |  |
|                    | 20511 PERRYOAK - C                                       | \$3,025.00   |  |  |  |  |
|                    | 8307 REBAWOOD - C  | \$8,307.75   |  |  |  |  |
| Nov-15             | 8218 AMBER COVE ~ I                                      | \$2,731.44   |  |  |  |  |
| Dec-15             | 20014 EIGHTEENTH FAIRWAY - C                             | \$37,580.54  |  |  |  |  |
| 1404-12            | 200 IT CIO/II CLIVIII II I | \$3,200,86   |  |  |  |  |
|                    | LIFT STATION 1   | \$2,453.93   |  |  |  |  |
|                    | PURCHASED 18" CHECK VALVE                                | \$14,522.39  |  |  |  |  |
|                    | 8307 REBAWOOD - I  | \$3,090.52   |  |  |  |  |
|                    | 7907 PINE GREEN - I                                      | \$2,223.16   |  |  |  |  |
|                    | GIS Survey   | \$5,780.00   |  |  |  |  |
|                    | GIS Survey   | \$7,760.00   |  |  |  |  |
|                    | GIS Survey   | \$2,760.00   |  |  |  |  |
| Jan-17             | 8314 BUNKER BEND - C                                     | \$3,502.40   |  |  |  |  |
| Jan-17             | 20303 SPOONWOOD - C                                      | \$2,626,80   |  |  |  |  |
| Feb-17             | 19706 FAIRWAY ISLAND - C                                 | \$4,876.66   |  |  |  |  |
| Mar-17             | 20303 SPOONWOOD - 1                                      | \$2,531.21   |  |  |  |  |
| Feb-17             | 8314 BUNKER BEND - C                                     | \$2,750.00   |  |  |  |  |
| Feb-17             | 20102 ATASCOCITA SHORES - C                              | \$2,750.00   |  |  |  |  |
| May-17             | 20303 SPOONWOOD - C                                      | \$2,026.20   |  |  |  |  |
| Aug-17             | 21219 KINGS RIVER POINT                                  | \$6,100.00   |  |  |  |  |
| Aug-17             | 21219 KINGS RIVER POINT                                  | \$4,535.54   |  |  |  |  |
| Dec-17             | 8318 BUNKER BEND   | \$38,222.12  |  |  |  |  |
| May-18             | 8731 PINES PLACE   | \$9,578.17   |  |  |  |  |
| Aug-18             | 8743 PINES PLACE   | \$5,679.03   |  |  |  |  |
| Jan-19             | SUNNY SHORES   | \$7,579.12   |  |  |  |  |
| May-19             | 21219 KINGS RIVER POINT                                  | \$8,863,25   |  |  |  |  |
| Jun-19             | SUNNY SHORES; COUNTRY CLUB                               | \$59,876.30  |  |  |  |  |
| Jun-19             | COUNTRY CLUB   | \$6,291.90   |  |  |  |  |
| Aug-18             | TWELFTH FAIRWAY: FAIRWAY ISLAND                          | \$4,988.50   |  |  |  |  |
| Jul-19             | DISTRICT AREA - TV STORM LINES                           | \$3,834.36   |  |  |  |  |
| Oct-19             | 8743 PINES PLACE - SEWER MAIN                            | \$68,934.42  |  |  |  |  |
|                    |  |              |  |  |  |  |
|                    | TOTAL  | \$364,189,87 |  |  |  |  |

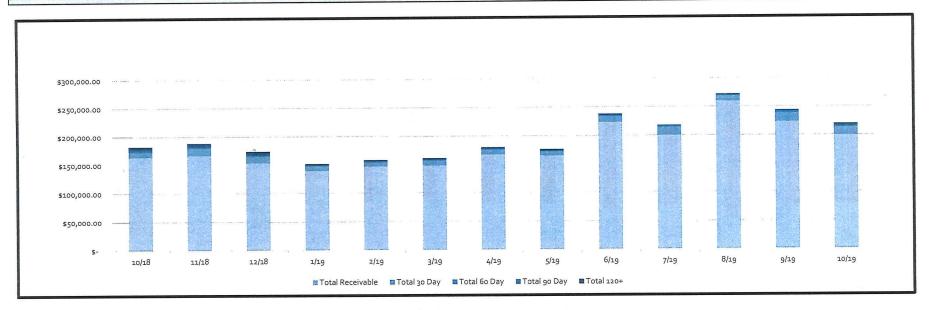


## **Billing Summary**

| Description                                 | Oct-18        | Oct-19        |
|---|---------------|---------------|
| Number of Accounts Billed                   | 1925          | 1935          |
| Avg Water Use for Accounts Billed in gallor | 12,526        | 15,450        |
| Total Billed                                | \$<br>163,928 | \$<br>197,402 |
| Total Aged Receivables                      | \$<br>558     | \$<br>1,145   |
| Total Receivables                           | \$<br>164,485 | \$<br>198,547 |



## 12 Month Accounts Receivable and Collections Report



| Date  | Total Receivable   |            | Total 30 Day |           | Total 60 Day                         |          | Total 90 Day   | Total 120+ |          |
|-------|--|------------|--------------|-----------|--------------------------------------|----------|--|------------|----------|
| 10/18 | Saverning Colored Colored  | 164,485.12 | \$           | 8,394.11  | \$                                   | 3,195.59 | \$ 1,838.40  | \$         | 4,267.23 |
| 11/18 | \$   | 167,241.61 | \$           | 12,829.66 | \$                                   | 1,574.65 | \$ 929.93  | 2 \$       | 5,449.92 |
| 12/18 | \$   | 153,861.75 |              | 11,118.06 | \$                                   | 2,091.73 | \$ 824.49  | \$         | 6,142.13 |
| 1/19  | \$   | 139,339.17 | \$           | 8,336.85  | \$                                   | 1,273.08 | \$ 727.94  | 4 \$       | 2,009.65 |
| 2/19  | \$   | 147,012.13 | \$           | 6,842.67  | \$                                   | 1,975.09 | \$ 401.5   | 4 \$       | 2,133.80 |
| 3/19  | \$   | 147,957.25 | \$           | 9,421.16  | \$                                   | 977.67   | \$ 690.4   | 1 \$       | 2,288.11 |
| 4/19  | \$   | 167,496.45 |              | 8,234.75  | THE RESIDENCE OF THE PERSON NAMED IN | 1,499.93 | \$ 504.9   | 5 \$       | 2,108.32 |
| 5/19  | \$   | 164,661.93 | \$           | 7,682.97  | \$                                   | 952.62   | \$ 1,055.39  | 9 \$       | 1,696.80 |
| 6/19  | \$   | 222,948.34 |              | 10,771.93 | \$                                   | 1,648.30 |  | 7 \$       | 1,690.71 |
| 7/19  | s - company of the second seco | 200,013.59 |              | 14,557.97 | \$                                   | 2,149.42 | \$ 337-4   | 5 \$       | 254.42   |
| 8/19  | \$   | 259,231.98 | \$           | 9,810.13  | \$                                   | 1,129.24 | \$ 1,145.4   | 5 \$       | 442.83   |
| 9/19  | \$   | 222,838.20 |              | 14,955.34 | \$                                   | 3,500.25 | THE RESIDENCE OF THE PARTY OF T |            | 1,163.10 |
| 10/19 | \$   | 198,546.91 | \$           | 14,665.85 | \$                                   | 1,671.79 | \$ 3,210.9   | 3 \$       | 1,005.36 |

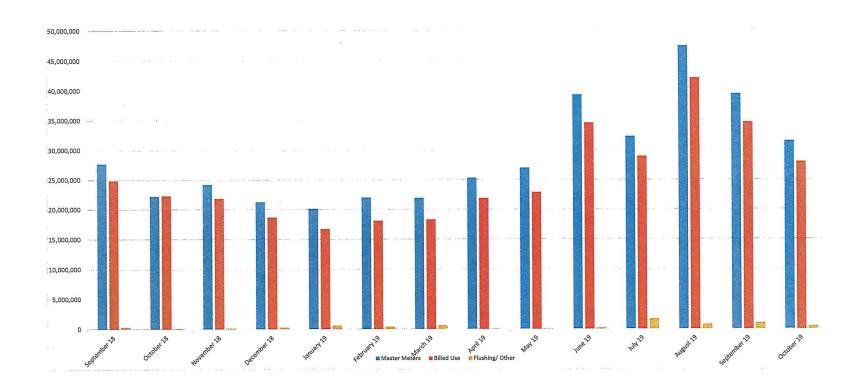
| Board Consideration to Write Off Board Consideration Collections | \$11.99<br>\$450.10 | 11/7/2019<br>11/7/2019 |
|--|---------------------|------------------------|
| Delinquent Letters Mailed  | 119                 | 10/7/2019              |
| Delinquent Tags Hung   | 63                  | 10/24/2019             |
| Disconnects for Non Payment                                      | 18                  | 10/30/2019             |



## Water Production and Quality

|   |      | Water Quality Report - Disinfection Monitoring  |
|---|------|---|
| Current Annual Avg  | 1.88 |   |
| Date         CL2 Avg           Oct-18         1.87           Nov-18         1.87           Dec-18         1.99           Jan-19         1.82           Feb-19         1.9           Mar-19         1.83           Apr-19         1.63           May-19         1.81           Jun-19         1.92           Jul-19         1.95           Aug-19         1.74           Sep-19         1.95           Oct-10         2.17 |      | CL2 Avg  2-  15  1  0.5  Oct-18 Nov-18 Dec:18 Jan-19 Feb-19 Mar-19 Apr-19 May-19 Jun-19 Jul-19 Aug-19 Sep-19 Oct-19 |





| Water Accountability | Report Historical |
|----------------------|-------------------|
|----------------------|-------------------|

| Control of the last |           |                       | Water Accountability Report Historical |                       |                 |                |   |                    |  |
|---------------------|-----------|-----------------------|--|-----------------------|-----------------|----------------|---|--------------------|--|
| Month               | Read Date | Number of Connections | Master Meters                          | Billed Use            | Flushing/ Other | Gal.s Loss (-) | Accounted For %                             | Annual Running Avg |  |
| Sep-18              | 9/25/18   | 1935                  | 27,685,000                             | 24,852,000            | 314,750         | 3,147,750      | 91%   |                    |  |
| Oct-18              | 10/25/18  | 1935                  | 22,148,000                             | 22,284,000            | 106,500         | (29,500)       | 101%  |                    |  |
| Nov-18              | 11/27/18  | 1935                  | 24,151,000                             | 21,810,000            | 158,000         | 2,499,000      | 91%   |                    |  |
| Dec-18              | 12/27/18  | 1936                  | 21,245,000                             | 18,696,000            | 283,000         | 2,832,000      | 89%   |                    |  |
| Jan-19              | 1/25/19   | 1937                  | 20,132,000                             | 16,723,000            | 610,500         | 4,019,500      | 86%   |                    |  |
| Feb-19              | 2/26/19   | 1937                  | 21,966,000                             | 18,111,000            | 418,600         | 4,273,600      | 84%   |                    |  |
| Mar-19              | 3/26/19   | 1936                  | 21,880,000                             |                       | 629,640         | 4,207,640      | 87%   |                    |  |
| Apr-19              | 4/23/19   | 1936                  | 25,277,000                             | 21,861,000            | 60,000          | 3,476,000      | 87%   |                    |  |
| May-19              | 5/22/19   | 1936                  | 26,954,000                             | 22,903,000            | 82,100          | 4,133,100      | 85%   |                    |  |
| Jun-19              | 6/25/19   | 1938                  | 39,211,000                             | 34,545,000            | 171,937         | 4,837,937      | 89%   |                    |  |
| Jul-19              | 7/23/19   | 1937                  | 32,292,000                             | 28,909,000            | 1,701,500       | 5,084,500      | 95%   |                    |  |
| Aug-19              | 8/27/19   | 1937                  | 47,326,000                             | 42,041,000            | 806,000         | 6,091,000      | 91%   |                    |  |
| Sep-19              | 9/26/19   | 1937                  | 39,323,000                             | APPROXIMATE PROPERTY. | 1,018,240       | 5,697,240      | of the second and the second and the second |                    |  |
| Oct-19              | 10/25/19  | 1939                  | 31,467,000                             | 27,965,000            | 439,897         | 3,941,897      | 91%   |                    |  |

\*90000 drain gst



## **ENGINEER'S REPORT**

**Date:** November 21, 2019

**To:** Harris County MUD No. 132 Board of Directors

From: Nicholas N. Bailey, P.E.

BGE, Inc.

9. Approve Engineer's Report:

a. Annual Tank Evaluations: ACTION ITEM

| Tank           | Next       | Age/Last     | Comments  |
|----------------|------------|--------------|---|
|                | Evaluation | Recoat       |   |
| WP2 welded GST | Mar-20     | 2011/2012    | 2019: Interior and exterior inspected. Consider full rehab in +/- 3 years.  |
| WP1 HPT1       | Aug-20     | 1997/2018    | 2019: Exterior and interior. Good overall condition.  |
| WP1 HPT3       | Aug-20     | 2010/2018    | 2019: Exterior and interior. Good overall condition.  |
| WP1 bolted GST | Aug-20     | 1996/2018    | 2019: Exterior and interior. Good overall condition.  |
| WP2 HPT1       | Sep-20     | 2014/2014    | 2019: Overall fair exterior condition with mild corrosion along the edges of saddles, piping and flanges. Exterior inspection only. |
| WP1 HPT2       | Sep-20     | 1998/2010    | 2019: Exterior only. Good overall condition.  |
| WP2 bolted GST | Sep-20     | 1994/Unknown | 2019: Overall fair exterior condition with mild corrosion present. Exterior inspection only.  |
| WP1 welded GST | Sep-20     | 2010/2010    | 2019: Exterior only. Fair overall condition.  |
| WP2 HPT2       | TBD        | 2019         | Installed in October 2019   |

The field inspections for the tanks at both water plants are complete. As discussed last month, there is mild corrosion at HPT1 at Water Plant No. 2. We have requested pricing for the touch-up repairs from the contractor already on site at the facility (Gemini) but have not yet received an exact quote, though we estimate that it will be less than \$5,000. We recommend that the District authorize an amount not to exceed \$5,000, so that the contractor can do the work as they finish up the rest of the project.

b. Capital Improvement Projects:

A schedule for the current projects is attached.

Engineer's Report Harris County MUD No. 132 November 21, 2019 Page 2 of 4

## i. Water Plant No. 2 West Discharge Line: ACTION ITEM

The contractor is finishing up construction and is replacing pavement in the areas of the shopping center that were affected by installation of the new water line. We are presenting and recommending payment of Pay Estimate No. 2 for \$45,441.90 (copy attached). We are also presenting and recommending payment of an invoice from Ninyo & Moore in the amount of \$2,100.00 for construction materials testing services (copy attached). In addition, we are presenting and recommending an invoice from Landpoint in the amount of \$7,478.49 for services related to the replat of existing easements around the water plant (copy attached).

As discussed previously, the contractor during construction damaged the water service line to the Rowland/Ballard facility. The line was promptly repaired by the MUD's contractor, but when the line was re-pressurized, another leak occurred nearby. Mr. Ballard separately engaged a plumber to make that repair, which cost \$3,128.43, and he is asking for the MUD to consider reimbursing him for that payment. A copy of the invoice from his plumber is attached.

## ii. Water Plant No. 2 HPT Addition: Update

The contractor has completed painting the new hydrotank and is scheduled to finish the fence and new gate in early-mid December. We do not have a pay estimate to present this month.

## iii. Waterline Replacement, Phase I: ACTION ITEM

At last month's meeting, the construction contract was awarded to McKinney Construction, Inc. in the amount of \$918,247.00. We have contracts ready to sign at today's meeting. Also, we have a proposal from Ninyo & Moore in the amount of \$28,332.00 for construction materials testing and observation services for the project, and we recommend approval of the proposal (copy attached).

## iv. Interconnects with HCMUD 151: Update

Plans have now been approved by both Harris County and the City of Houston, and we are moving forward with bidding the project.

Engineer's Report Harris County MUD No. 132 November 21, 2019 Page 3 of 4

c. Golf Course Drainage: Update

Shane and I met a couple of weeks ago and did an extensive tour of the golf course drainage areas, as I work to get up to speed on the District's drainage layout. We reviewed the drainage issue between Pinehurst Hole Nos. 2 and 3, as well as the erosion around an inlet adjacent to Shore Hole No. 2, as discussed last month. He said that he would be providing proposals for repairs.

We are also continuing to evaluate the drainage of the existing storm sewer systems along Pine Cup Circle and Spoonwood Drive.

d. Sanitary Sewer Repair at Atascocita Shores and Pines Place Drive: Update

The contractor has now completed the water line offset and new sanitary sewer installation, and has finished all repairs to the pavement and adjacent areas. It is our opinion that work on this project is complete.

e. Atascocita Joint Operations Board: Update

The board met on Tuesday. The Notice to Proceed for the rehabilitation of the two non-potable hydropneumatic tanks at the WWTP will be issued next week.

- f. Development Plan Reviews: No Updates
- g. Review and Authorize Capacity Commitments: No Updates
- 10. Consider FM 1960 Widening issues, including engagement of acquisition agent and agreements with TxDOT: **ACTION ITEM**

In connection with this project, TxDOT will require the District to enter into an Advance Funding Agreement and a Standard Utility Agreement. We are working through the templates supplied by TxDOT for these agreements but do not yet have the requisite information to allow appropriate review by the District's attorney. No action needed at this time.

27 easements are required for this project. ROW Management has completed title work and has a recommended initial offer amount for the easements. Please see attached spreadsheet. The following items will be required for ROW acquisitions:

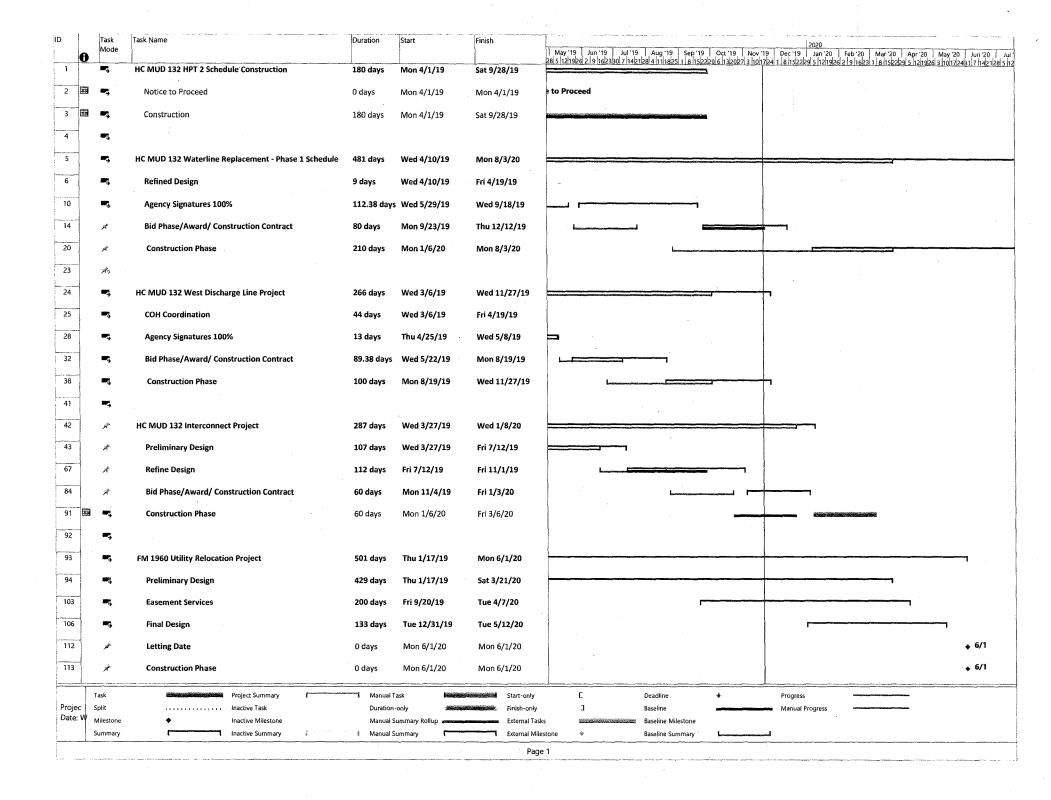
- Initial Offer Letter and Amount (IOL): ROW agent has recommended amount
- Water Line Easement Language: Attorney has prepared draft easements
- Sanitary Sewer Easement Language: Attorney has prepared draft easements
- Legal Descriptions of the Easements: We are completing the legal descriptions

We recommend the District authorize its consultants to send initial offer letters (IOLs) for easements in the amounts recommended by ROW Management.

Engineer's Report Harris County MUD No. 132 November 21, 2019 Page 4 of 4

### **ACTION ITEMS:**

- 1. Authorize up to \$5,000 for touch-up repairs to HPT1 at Water Plant No. 2.
- 2. Approve payment of Pay Estimate No. 2 for the Water Plant No. 2 West Discharge Line.
- 3. Approve invoice from Ninyo & Moore for construction materials testing services for Water Plant No. 2 West Discharge Line.
- 4. Approve invoice from Landpoint for replatting services related to the Water Plant No. 2 West Discharge Line.
- 5. Consider reimbursement to Rowland/Ballard for repairs to water service line.
- 6. Approve proposal from Ninyo & Moore for construction materials testing services for the Waterline Replacement, Phase I.
- 7. Approve Initial Offer Letter (IOL) and amount recommended by ROW Management





November 4, 2019

Harris County MUD No. 132 c/o Myrtle Cruz Inc 3401 Louisiana Street, Suite 400 Houston, Texas 77002

Attention: Karrie Kay

Re: Pay Estimate No. 2

Harris County MUD 132

Water Plant No. 2 West Discharge Line

BGE Job No. 4860-00

Dear Ms. Kay:

Enclosed herewith is Pay Estimate No. 2 from Android Construction Services, LLC for work performed on the referenced project for the period indicated. I have reviewed the quantities completed and submitted for payment, and recommend that this estimate be processed for payment. The enclosed estimate is for your further handling and processing.

Should you have any questions regarding this pay estimate, please contact me at 281-558-8700.

Sincerely,

Gary L. Goessler, PE

Project Manager, Construction Management

TBPE Registration No. F-1046

cc:

Joe Gordin – Android Construction Services, LLC Kathleen Ellison – Norton Rose Fulbright US LLP Brenda Presser – Norton Rose Fulbright US LLP Nick Bailey – BGE

Kyle Adams - BGE

#### Water Plant No. 2 West Discharge Line

| Owner |
|-------|
|-------|

Harris County MUD No. 132

c/o Myrtle Cruz Inc

3401 Louisiana Street, Suite 400

Houston, Texas 77002

Attention:

Karrie Kay

Pay Estimate No.

2

Original Contract Amount: \$

194,780.00

Change Orders:

\$

\$

\$

\$

Current Contract Amount: \$

194,780.00

Completed to Date:

178,319.00

Retainage

10%

17,831.90

Balance:

160,487.10

Less Previous Payments: \$

115,045.20

Current Payment Due:

45,441.90

Contractor: Android Construction Services, LLC

16195 South Hwy 288B

Angleton, Texas 77515

Attention:

Joe Gordin

BGE Job No.

4860-00

Estimate Period:

09/26/19 - 10/25/19

Contract Date:

July 23, 2019

Notice to Proceed:

August 19, 2019

Contract Time:

Time Charged:

100 Calendar Days 67 Calendar Days

Approved Extensions:

0 Calendar Days

Time Remaining:

33 Calendar Days

Recommended for Approval:

Gary L. Goessler, PE

Project Manager, Construction Management TBPE Registration No. F-1046



## INVOICE

Mr. Matthew Froehlich, PE BGE

10777 Westheimer, Suite 400

Houston, TX 77042

October 29, 2019

Project No:

700735002

Invoice No:

232439

Construction Materials Testing and Observation Services Harris County MUD No. 132 Water Plant No. 2 West Discharge Line 19441 West Lake Houston Parkway Humble, Texas

Invoice for materials testing services for the referenced project through September 27, 2019. Services included project set up, field services laboratory testing, report preparation and project management.

Tax ID No. 33-0269828

#### **Professional Services**

| Task | 01                       | Field Services       |       |        |        |        |
|------|--------------------------|----------------------|-------|--------|--------|--------|
|      |                          |                      | Hours | Rate   | Amount |        |
| T    | echnician                |                      |       |        |        |        |
|      | Lawson, Lorenzo          | 9/10/2019            | 6.00  | 60.00  | 360.00 |        |
|      | Lawson, Lorenzo          | 9/17/2019            | 5.00  | 60.00  | 300.00 |        |
|      | Peck, Tarik              | 9/24/2019            | 4.00  | 60.00  | 240.00 |        |
|      | Totals                   |                      | 15.00 |        | 900.00 |        |
|      | Total Lab                | or                   |       |        |        | 900.00 |
| Task | 04                       | Data Processing      |       |        |        |        |
|      |                          |                      | Hours | Rate   | Amount |        |
| Da   | ata Processor            |                      |       |        |        |        |
|      | Hooper, Tiffany          | 9/11/2019            | .25   | 45.00  | 11.25  |        |
|      | Hooper, Tiffany          | 9/18/2019            | .25   | 45.00  | 11.25  |        |
|      | Hooper, Tiffany          | 9/25/2019            | .50   | 45.00  | 22.50  |        |
|      | Totals                   | •                    | 1.00  |        | 45.00  |        |
|      | Total Lab                | or                   |       |        |        | 45.00  |
| Task | 11                       | Project Coordination |       |        |        |        |
|      |                          |                      |       |        |        |        |
|      |                          |                      | Hours | Rate   | Amount |        |
| Pr   | incipal Engineer/Geologi |                      |       |        |        |        |
|      | Sunderwala, Jay          | 9/10/2019            | .25   | 180.00 | 45.00  |        |
|      | Sunderwala, Jay          | 9/17/2019            | .25   | 180.00 | 45.00  |        |



# Geotechnical & Environmental Sciences Consultants

| Project   | 700735002              | BGE/HCMUD 132<br>DISCHARGE LINE |           |            | Invoice | 232439           |
|-----------|------------------------|---------------------------------|-----------|------------|---------|------------------|
| Fiel      | d Operations Manager   | DISCHANGE LINE                  | -         |            |         |                  |
|           | Keys, Joe              | 9/10/2019                       | .25       | 90.00      | 22.50   |                  |
|           | Keys, Joe              | 9/11/2019                       | .50       | 90.00      | 45.00   |                  |
|           | Keys, Joe              | 9/12/2019                       | .25       | 90.00      | 22.50   |                  |
|           | Keys, Joe              | 9/18/2019                       | .50       | 90.00      | 45.00   |                  |
|           | hnician                |                                 | ,         |            | 10.00   |                  |
|           | Pennington, Rachele    | 9/9/2019                        | .25       | 60.00      | 15.00   |                  |
|           | Pennington, Rachele    | 9/11/2019                       | .25       | 60.00      | 15.00   | •                |
|           | Pennington, Rachele    | 9/16/2019                       | .25       | 60.00      | 15.00   |                  |
|           | Totals                 |                                 | 2.75      |            | 270.00  |                  |
|           | Total Labo             | or                              |           |            | ,       | 270.00           |
| Task      | 17                     | Laboratory Testing              |           |            |         |                  |
| Siev      | e Analysis - 200 Wash  |                                 | 1.0 Te    | st @ 60.00 | 60.00   |                  |
| Star      | dard Proctor Density   |                                 | 1.0 Tes   | t @ 200.00 | 200.00  |                  |
| Atte      | berg Limits            | ,                               | 2.0 Tes   | ts @ 65.00 | 130.00  |                  |
| Stan      | dard Proctor Density - | Treated Soils                   | 1.0 Tes   | t @ 225.00 | 225.00  |                  |
|           | Total Unit             | s                               |           |            | 615.00  | 615.00           |
| Task      | 21                     | Reimbursables                   |           |            |         |                  |
| Ciald Val | hiala I lanas          |                                 |           |            | ٠       |                  |
|           | hicle Usage            |                                 | 45 O Llav | @ 40.00    | 450.00  |                  |
| 9/27/2    |                        |                                 | 15.0 1100 | rs @ 10.00 | 150.00  |                  |
| 9/27/2    | Density Gauge          |                                 | 10 0 Have | @ 13 00    | 120.00  |                  |
| 312112    | ZO 19<br>Total Units   |                                 | 10.0 1100 | rs @ 12.00 | 270.00  | 270.00           |
|           | rotat Unit             | •                               |           |            | 210.00  | 270.00           |
|           |                        | TOTAL THIC IN                   | VOICE     |            |         | <b>62 400 00</b> |

## **TOTAL THIS INVOICE**

\$2,100.00

## **Contract Summary**

| Previously Invoiced | \$1,073.75  |
|---------------------|-------------|
| Amount This Invoice | \$2,100.00  |
| Total Invoiced      | \$3,173.75  |
| Contract Amount     | \$11,800.00 |
| Funds Remaining     | \$8,626.25  |
| Percent Billed      | 27%         |



Remit To: 5486 Airline Drive Bossier City, LA 71111 (318) 226-0100

## **INVOICE TO**

BGE, INC. Matt Froehlich 10777 Westheimer Suite 400 Houston, Texas 77042

M Invoice No:

213115

Job No:

18-0860

m Invoice Date: 11/12/2019

(a) Invoice Due: 12/12/2019

**5** Total Due:

\$7,478.49

## 19505 W Lake Houston Pkwy

Atascocita Business Park Plat- to create plat, submit and administer to the City of Houston.

\*\*This invoice excludes submittal and administering to Harris County and related fee and expenses. They will be billed as they are incurred.\*\*

| Professional Services           | Hours/Quantity/Units | Unit Price      | Amount     |
|---------------------------------|----------------------|-----------------|------------|
| Create Plat                     | 1                    | \$800.00        | \$800.00   |
| Administer plat-City of Houston | 1.                   | \$3,000.00      | \$3,000.00 |
|                                 | Professional         | Services Total: | \$3.800.00 |

| Expenses                             | Quantity | Cost             | Amount     |
|--------------------------------------|----------|------------------|------------|
| City Planning Letter-add 2 tracts    | 1        | \$79.95          | \$79.95    |
| City Planning Letter                 | 1        | \$319.80         | \$319.80   |
| Extension of Approval Fee            | 1        | \$425.27         | \$425.27   |
| Recordation Appointment              | 1        | \$354.04         | \$354.04   |
| Tax Certificates                     | 3        | \$10.00          | \$30.00    |
| City of Houston Submittal (8/6/2018) | 1 .      | \$2,403.43       | \$2,403.43 |
|                                      |          | Expenses Total:  | \$3,612.49 |
|                                      |          | Subtotal         | \$7,412.49 |
|                                      |          | Taxable Subtotal | \$800.00   |
|                                      |          | Tax 8.25%        | \$66.00    |
| •                                    |          | Total Due:       | \$7,478.49 |



Commercial & Residential Plumbing Service
PO Box 5256 ● Kingwood, TX 77325
Ph: 713-344-6376 Email: chris@cnrplumbing.com

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3956

| MANE Ballard Academy of Gymnastics   | QUAN        | MATERIAL                   |          |              |              |                      | AMOUNT   | EXTENDED  |
|--|-------------|----------------------------|----------|--------------|--------------|----------------------|----------|-----------|
| 19505 W. Lake Houston Parkway  | 201         |                            | VC S     | ch 4         | O pip        | e                    |          |           |
| "Humble 1844 177346  | 3           | 2" P                       | VC S     | ch J         | 20 0         | oupling              |          |           |
| MEPHONE CO VICKY Balland   | 2           | J" 1                       | MC S     | ich S        | २० १         | 0° ells              |          |           |
| PATE 9-16-19 CUSTOMER P.O. OR WORK ORDER NO.   |             | 2"                         | DAC S    | Sch          | 30 +         | ec                   |          |           |
| BILL TO PHONE  |             | 2"                         | JCM      | 2×5          | 5" St        | cel coupling 2.38 OD |          |           |
|  | 1           | pt f                       | VC 0     | luc.         |              | J                    |          |           |
|  |             | ot                         | DVC      | prim         | er           |                      |          |           |
| WORK COMPLETE YSYES INO  |             | roll                       | cant     |              |              |                      |          |           |
| SERVICEMANS REPORT   |             |                            |          |              |              |                      |          |           |
| Repair cold water leak in ground on  |             |                            |          |              |              |                      |          | 250.00    |
| Water service near irrigation back flow  |             |                            |          |              |              |                      |          |           |
| prevention device and driveway. Dig up   |             |                            |          |              |              |                      |          |           |
| area with back hoe and locate Dipe   |             | Back hoe rental & operator |          |              |              |                      |          | 1650,00   |
| and leak. Turn off water. Remove had   |             | <u> </u>                   |          |              |              | •                    |          |           |
| Section of pipe and fittings then repipe   |             | <u> </u>                   |          |              |              |                      |          |           |
| with new 2" PVC pipe and fillings. Turn  |             | <u> </u>                   |          |              |              |                      |          | 100 00    |
| water on, flush and test. Coverditch back  | <u> </u>    | <u> </u>                   | T ===    | T            | T = -==      | MATERIAL TO          | TAL      | 1900.00   |
| up and caution tape around area.   | DATE        | REG                        | ОТ       | DT           | RATE         | A                    |          |           |
|  | 9/16        | 1                          |          | <u> </u>     | <u> </u>     | Chris R              |          |           |
|  | 9/24        |                            |          |              |              | Chris R              |          |           |
|  |             |                            |          |              | <del> </del> |                      |          |           |
|  |             |                            | ļ        | <del> </del> | <del> </del> |                      |          |           |
|  |             |                            |          | ┸            |              |                      |          | 000 00    |
|  |             |                            |          |              |              | LABOR TO             |          | 990.00    |
| I have authority to order the work outlined above which has been satisfactorily of   | completed I | TV C                       | oto Boar | d of Pli     | ımbina E     | TRUCK CHA            |          | 0.000 -0  |
| agree that seller retains title to equipment/materials furnished until final payment is made. If P.O. Box 4200 Austin, TX 78765                                      |             |                            |          | 00           |              | 2,890.00             |          |           |
| payment is not made as agreed, seller can remove said equipment/materials at sell expense. Any damage resulting from said removal shall not be the responsibility of |             | (512)                      | DUNT     | 0.70 11-     |              |                      |          |           |
|  | -           | Texas                      | Master   | Plumbi       | ng Licen     | ISB #39747 SALES     | <u> </u> | 238.43    |
|  |             |                            |          |              |              | TOTAL INV            | OICE     | F13,12843 |
| SIGNATURE PRINT  |             | TERM                       | IS - DUI | E UPO!       | N RECEI      | PI                   |          |           |



November 19, 2019 Project No. 700806004

Harris County Municipal Utility District 132 c/o Mr. Nicholas Bailey, PE BGE, Inc. 1450 Lake Robbins Drive, Suite 310 The Woodlands, Texas 77380

Subject:

Construction Materials Testing and Observation Services

Harris County MUD 132 Waterline Replacement Phase 1

Pine Echo Drive Humble, Texas

Dear Mr. Bailey:

We are pleased to present this revised proposal to provide materials testing services at the subject site. In preparation of this proposal, we have reviewed the provided plans and specifications. The project will consist of the installation of a new waterline. This proposal was prepared without the benefit of a construction schedule and is based on our assumptions as to the needed materials testing.

Ninyo & Moore's Houston laboratory is supervised by registered civil engineers and meets the requirements of the ASTM E329, ASTM C1077, and ASTM D3740. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and regularly participates in Cement and Concrete Reference Laboratory (CCRL) and AASHTO's Material Reference Laboratory (AMRL) reference testing. In addition, we are accredited by the American Association for Laboratory Accreditation (A2LA). A list of our scope of accreditation can be found at the A2LA website (www.a2la.org).

## SCOPE OF SERVICES

- Perform field compaction testing of the borepit backfill.
- Perform cast-in-place concrete sampling/testing for paving and sidewalk.
- Perform laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), and 200 Wash.
- Perform laboratory testing to evaluate the compressive strength of cement treated sand and concrete samples.

Consultation and project management.

## **ESTIMATED FEE**

We propose to provide our services on a time-and-materials basis accrued in accordance with the attached cost estimate. We estimate the fee for our services to be approximately \$28,300 (Twenty-Eight Thousand Three Hundred Dollars). Our estimated fee does not include overtime, stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Any additional services requested and not part of the cost estimate will be charged in accordance with our attached Schedule of Fees. A breakdown of our fee is presented in the attached Table 1.

To authorize our services, please sign and return the attached Work Authorization and Agreement. We look forward to working with you.

Respectfully submitted, NINYO & MOORE

Joe Keys

Project Manager

JHK/JTS/Is

Attachments: Table 1 - Breakdown of Estimated Fee

Schedule of Fees

Work Authorization and Agreement

Distribution: (1)

(1) Addressee (via email)

Pay 1. Sundenala

Jay Sunderwala, PE

Managing Principal Engineer

| Table 1 - Breakdown of Estimated Fee    | 2           |     |     |             |   |          |         |         |           |           |
|---|-------------|-----|-----|-------------|---|----------|---------|---------|-----------|-----------|
| Earthwork                               |             |     |     |             |   |          |         |         |           |           |
| Engineering Technician                  |             |     |     |             |   |          |         |         |           |           |
| Waterline                               | 30 days     | @   | 8   | hours/day   | @ | \$       | 60.00   | /hour   | \$        | 14,400.00 |
| Sample Pick Ups                         | 4 days      | @   | 4   | hours/day   | @ | \$       | 90.00   | /hour   | \$        | 1,440.00  |
| Vehicle Usage Charge                    |             |     | 256 | hours       | @ | \$       | 10.00   | /hour   | \$        | 2,560.00  |
| Nuclear Density Gauge                   |             |     | 240 | hours       | @ | \$       | 12.00   | /hour   | \$        | 2,880.00  |
| Laboratory Testing                      |             |     |     |             |   |          |         |         |           |           |
| Standard Proctor Density, D 698         |             |     | 4   | samples     | @ | \$       | 200.00  | /sample | \$        | 800.00    |
| 200 Wash                                |             |     | 4   | samples     | @ | \$       | 60.00   | /sample | \$        | 240.00    |
| Atterberg Limits                        |             |     | 4   | samples     | @ | \$       | 65.00   | /sample | \$        | 260.00    |
|   |             |     |     |             |   | Subtotal |         | \$      | 22,580.00 |           |
| Concrete                                |             |     |     |             |   |          |         |         |           |           |
| Engineering Technician                  | 4 days      | @   | 4   | hours/day   | @ | \$       | 60.00   | /hour   | \$        | 960.00    |
| Cylinder Pick Ups (no charge if already |             |     |     |             |   |          |         |         |           | •         |
| onsite for other services)              | 4 days      | @   | 4   | hours/day   | @ | \$       | 60.00   | /hour   | \$        | 960.00    |
| Vehicle Usage Charge                    |             |     | 32  | hours       | @ | \$       | 10.00   | /hour   | \$        | 320.00    |
| Compression Tests of Cylinders          | 4 sets      | @   | 4   | samples/set | @ | \$       | 68.00   | /set    | \$        | 272.00    |
|   |             | `   |     |             |   | Sı       | ubtotal |         | \$        | 2,512.00  |
| Engineering Review, Consultation and Da | ita Process | ing |     |             |   |          |         |         |           |           |
| Principal Engineer                      |             |     | 6   | hours       | @ | \$       | 180.00  | /hour   | \$        | 1,080.00  |
| Project Manager                         |             |     | 16  | hours       | @ | \$       | 90.00   | /hour   | \$        | 1,440.00  |
| Data Processor                          |             |     | 16  | hours       | @ | \$       | 45.00   | /hour   | \$        | 720.00    |
|   |             |     | _   |             |   | Sı       | ubtotal |         | \$        | 3,240.00  |
| TOTAL ESTIMATED FEE                     |             |     |     |             |   |          |         |         | ¢         | 28 332 00 |

## **Schedule of Fees**

## **Hourly Charges for Personnel**

| Professional Staff   |            |                |
|--|------------|----------------|
| Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist                    | 5          | \$ 180         |
| Senior Engineer/Geologist/Environmental Scientist  | 5          | \$ 150         |
| Senior Project Engineer/Geologist/Environmental Scientist  | \$         | \$ 140         |
| Project Engineer/Geologist/Environmental Scientist   | \$         | \$ 130         |
| Senior Staff Engineer/Geologist/Environmental Scientist  | \$         | 115            |
| Staff Engineer/Geologist/Environmental Scientist   | \$         | 110            |
| GIS Analyst  | . 5        | 85             |
| Technical Illustrator/CAD Operator   | \$         | 5 55           |
| Field Staff  |            |                |
| Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)                     | §          | 140            |
| Nondestructive Examination Technician (UT, MT, LP)   | \$         | 120            |
| Certified Asbestos/Lead Technician   | 9          | 120            |
| Field Operations Manager   |            |                |
| Supervisory Technician   |            |                |
| Senior Technician  |            |                |
| Technician   |            |                |
| Administrative Staff   |            |                |
| Geotechnical/Environmental/Laboratory Assistant  | . \$       | 45             |
| Information Specialist   |            |                |
| Data Processor   |            |                |
| Other Charges  |            |                |
| Concrete Coring Equipment (includes technician)  | 4.         | 00/            |
| Concrete Coring Equipment (includes technician) \$ Anchor Load Test Equipment (includes technician) \$ |            | 90/hr<br>90/hr |
| GPR Equipment  |            | 80/hr          |
| Inclinometer \$  |            | 00/hr          |
| Hand Auger Equipment \$  |            | 80/hr          |
| Rebar Locator (Pachometer) \$  | 2          | 25/hr          |
| Vapor Emission Kit\$   | $\epsilon$ | 65/kit         |
| Nuclear Density Gauge \$   | 4          | 12/hr          |
| X-Ray Fluorescence\$   | 7          | 70/hr          |
| PID/FID \$   | 2          | 25/hr          |
| Air Sampling Pump \$   | 1          | 10/hr          |
| Field Vehicle\$  | 1          | 10/hr          |
| Expert Witness Testimony \$  | 40         | 00/hr          |
| Direct Expenses Cost   | olus       | : 15%          |
| Special equipment charges will be provided upon request.   |            |                |

### **Notes**

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday, evening hours, and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

#### Schedule of Fees for Laboratory Testing CONCRETE Atterberg Limits, D 4318 ......\$ 65 Compression Strength, C 39 Flexural Test, C 78 or C 293 \$ Splitting Tensile Strength, C 496 \$ California Bearing Ratio (CBR), D 1883, per point. \$215 One Dimensional Consolidation, D 2435.....\$ 360 110 Time of Setting of Cement by Vicat Needle, C 191 \$ Concrete Laboratory Mix Verification, Excluding cylinders \$ Consolidation Additional Increments, D 2435 .....\$ 50 Hydrometer Analysis, D 422 \$ 120 300 Double Hydrometer Analysis, D 4221 \$ 175 Concrete Core Compressive Strength, Includes Prep, C 42 .......\$ Moisture Content, D 2216 \$ Concrete Core Measurement, C 174 15 Moisture and Density, D 2937 Concrete Coring Minimum Charge \$ Concrete Coring - 4" Diameter to 6-inch depth \$ 350 Permeability, D 2434 \$300 110 Specific Gravity, D 854 \$ 60 Standard Proctor Density, D 698 \$ 200 Modified Proctor Density, D 1557 \$ 215 Concrete Coring Additional Thickness 6" to 12" depth 10/in Concrete Coring Additional Thickness over 12" depth 15/in Compressive Strength Lt. Wt. Insulating Concrete, C 495.....\$ Unit Weight of Lt. Wt. Insulating Concrete, C 495....\$ 30 (Rock corrections add \$70) 25 Sieve Analysis, D 422 \$ 60 Sieve Analysis, 200 Wash, D 1140 .....\$ **FIREPROOFING** Density of SFRM, E 605 40 Triaxial Shear, U.U., D 2850 per point \$ 75 Unconfined Compression, D 2166 \$ 45 Cohesion/Adhesion of SFRM, E 736 \$ 30 Pinhole Dispersion Test, D 4647 \$ 285 **ASPHALT** Asphalt Mix Design Review, Job Spec. \$ 220 Asphalt Mix Design, 5 points \$ 1,700 Crumb Test Dispersion Test, D 4647 .....\$ 40 Aspnart MIX Design, 5 points \$1,700 Extraction, % Asphalt, including Gradation, Tex 210F \$205 Hveem Stability, Tex 208F \$95/set Bulk Density Lab Molded Samples, Tex 207F \$55/set Bulk Density Core, Tex 207F \$50 Molding Specimens, Tex 206F \$65/set Measurement of Asphalt Cores \$15 Asphalt Coring Minimum Charge \$400 Asphalt Coring — 4" Diameter to 6-inch depth \$95 Concrete Coring Additional Thickness over 6" depth \$10/io Compressive Strength Cement Stabilized Sand, D 1633 \$ 65 Standard Proctor Density Treated Soils, D 698 \$ 225 Modified Proctor Density Treated Soils, D 1557 \$ 240 MASONRY Brick Absorption, 24-hour submersion, C 67 .....\$ 70 Brick Absorption, 5-hour boiling, C 67 \$ Brick Absorption, 7-day, C 67 \$ Brick Compression Test, C 67 \$ Concrete Coring Additional Thickness over 6" depth \$ 10/in 35 Maximum Theoretical Unit Weight, Tex 227F \$ Brick Moisture as received, C 67 \$ Brick Measurement, C 67 .....\$ **AGGREGATES** CMU Block Compression Test, 8x8x16, C 140 .....\$ Clav Lumps and Friable Particles, C 142 \$ 50 CMU Block Unit Weight and Absorption, C 140 \$ Los Angeles Abrasion, C 131 or C 535 \$ 200 CMU Block Moisture Content, C 140 \$ 80 Organic Impurities, C 40 \$ 50 Sieve Analysis, Coarse Aggregate, C 136 \$ Sieve Analysis, Fine Aggregate, C 136 \$ CMU Block Measurement, C 140 30 75 Compressive Strength, Grout prism, C 1019, each ......\$ 50 75 Compressive Strength, Mortar Cube, C 109, each \$ Decantation, C 117.....\$ 45 Specific Gravity, Coarse, C 127 \$ 120 Specific Gravity, Fine, C 128 \$

Special preparation of standard test specimens will be charged at the technician's hourly rate. Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



## WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE

2313 W. Sam Houston Parkway, North, Suite 119 Houston, Texas 77043

PROJECT NO. 700806004

1. PROJECT ADDRESS:

Pine Echo Drive Humble, Texas

PROJECT DESCRIPTION:

Construction Materials Testing and Observation Services

Harris County MUD 132 Waterline Replacement Phase 1

3. SCOPE OF STUDY:

Please refer to proposal dated November 19, 2019.

FEE: \$28,300 (Twenty-Eight Thousand Three Hundred Dollars – Time and Materials)

5. PORTION OF FEE IN ADVANCE OF WORK: None

6. CLIENT:

Harris County MUD 132 c/o BGE, Inc. 1450 Lake Robbins Drive, Suite 310

PHONE: 281-210-5570

The Woodlands, Texas 77380

CONTACT: Mr. Nicholas Bailey, PE

PHONE: 832-592-2725

7. STATEMENT TO BE SENT TO: Client

## **CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE**

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and Harris County MUD 132 c/o BGE, Inc., hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. 700806004 dated November 19, 2019, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

#### STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

#### SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or



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accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

## SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

### MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

#### OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

#### **BILLING AND PAYMENT**

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT alongside the deliverable, and will be due and payable within thirty (30) days. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay



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CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices:

## **TERMINATION**

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

## **INSURANCE**

The CONSULTANT shall maintain and keep in force during the term of this Agreement insurance with coverage to the limits of liability acceptable to the District. The CONSULTANT shall be required to include the District and its directors, officers, agents and employees as additional insureds as respects the general liability and automobile liability policies and to waive subrogation in favor of the District, its directors, officers, agents, and employees in the general liability and automobile liability policies. Before the CONSULTANT begins work under this Agreement, an acceptable certificate of insurance shall be filed with the District.

### **RISK ALLOCATION**

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and to the extent permitted by law, CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above; provided however, CLIENT'S aggregate liability will not exceed \$75,000.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

### INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

- If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT, to the extent permitted by law, shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
- Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT, to the extent permitted by law, shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

### DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.



Geotechnical & Environmental Sciences Consultants

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

#### **HOUSE BILL NO. 89 VERIFICATION**

As required by Chapter 2270, Government Code, CONSULTANT hereby verifies that CONSULTANT does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

#### **DISPUTE RESOLUTION**

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

- The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's
  principal place of business is located and CLIENT waives the right to remove the action to any other county or
  judicial jurisdiction, and;
- 2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

#### GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

| Printed Name of Client or Authorized Agent          |                  |
|---|------------------|
| Signature of Client or Authorized Agent             | Date             |
| Jay T, Sunderwala, PE / Managing Principal Engineer | 11/19/19<br>Date |
| y y canada nama, na pimanagang namapan ang masa     | PM: JHK          |

#### **MUD 132 Relocation**

| <u>Tract</u>  | PIDN          | Legal Description                          | Owner/Address/Primary Contact/Phone #  | Type (W/S) | Linear              | Sq. Ft.             | Agent Name/Contact #   | Vection: | IOL Offer \$                         | :   |
|---------------|---------------|--|--|------------|---------------------|---------------------|--|----------|--------------------------------------|---|
|               | 1190          | cega. Description                          | HUMBLE ISD   | Type [W/S] | Feet                | 5q. FC.             | Agent Name/Contact #   | Vesting  | \$5 per sq. ft.                      | Comments  |
| TX-HA-132-001 | 1182910010001 | RES A BLK 1<br>KINGWOOD GLEN SEC 1         | OAK FOREST ELEMENTARY PO BOX 2000 HUMBLE TX 77347-2000 office-281-641-8768   | w          | 8.50                | <u>170</u>          | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 | Y        |                                      | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement, Investigating parcels for possible access. |
| TX-HA-132-002 | 1227080010001 | RES A BLK 1<br>ATASCA OAKS COMMERCIAL      | JACKSON PROPERTIES II LLC<br>922 NW CIRCLE BLVD STE 160<br>CORVALLIS OR 97330-1483   | . W        | 69.70               | 1394                | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 | Y        | <u>\$6970</u>                        | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement, investigating parcels for possible access. |
| TX-HA-132-003 | 1164680020004 | RES E BLK 3 ATASCOCITA TOWN CENTER SEC 2   | MANN HILL & HILL<br>6700 FM 1960 RD E<br>HUMBLE TX 77346-2710  | w          | 83.00               | 1660                | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 | У        |                                      | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access. |
| TX-HA-132-004 | 1276930010006 | RES F BLK 1<br>ATASCOCITA COMMONS R/P      | ATASCOCITA 1692 LLC C/O KIMCO REALTY - ATTN PROPERTY TAX 500 N BROADWAY STE 201 JERICHO NY 11753   | w          | 314.70              | 6294                | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | <u>\$31470</u>                       | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement, Investigating parcels for possible access. |
| TX-HA-132-005 | 1276930010005 | RES E BLK 1 ATASCOCITA COMMONS R/P         | ATASCOCITA 1692 LLC<br>1999 BRYAN ST STE 900<br>DALLAS TX 75201-3140   | w          | 140.60              | 2812                | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | \$14060                              | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amoun and easement. Investigating parcels for possible access.  |
| TX-HA-132-006 | 1276930010007 | RES G BLK 1<br>ATASCOCITA COMMONS R/P      | TARGET CORPORATION 1000 NICOLLET MALL MINNEAPOLIS MN 55403-2542 612-304-3827   | w          | 100.90              | 2018                | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | \$10090                              | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amoun and easement. Investigating parcels for possible access.  |
| TX-HA-132-007 | 1276930010004 | RES D BLK 1 ATASCOCITA COMMONS R/P         | HINDS INVESTORS II LTD<br>1800 AUGUSTA DR STE 370<br>HOUSTON TX 77057-3185   | w          | 211.20              | 4224                | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | <u>\$21120</u>                       | 11-1-19: Completing vesting ownership, Waiting on approved IOL, offer amoun and easement. Investigating parcels for possible access.  |
| TX-HA-132-008 | 1276930010003 | RES C BLK 1<br>ATASCOCITA COMMONS R/P      | ATASCOCITA 1692 LLC<br>C/O KIMCO REALTY - ATTN PROPERTY TAX<br>500 N BROADWAY STE 201<br>JERICHO NY 11753  | w          | 235.70              | <u>4714</u>         | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | <u>\$23570</u>                       | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amoun and easement. Investigating parcels for possible access.  |
| TX-HA-132-009 | 1276930010008 | RES H BLK 1<br>ATASCOCITA COMMONS R/P      | ATASCOCITA 1692 LLC<br>C/O KIMCO REALTY - ATTN PROPERTY TAX<br>500 N BROADWAY STE 201<br>JERICHO NY 11753  | w          | 221.00              | 4420                | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | \$22100                              | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amoun and easement. Investigating parcels for possible access.  |
| TX-HA-132-010 | 1276930010002 | RES B BLK 1<br>ATASCOCITA COMMONS R/P      | ATASCOCITA 1692 LLC<br>C/O KIMCO REALTY - ATTN PROPERTY TAX<br>500 N BROADWAY STE 201<br>JERICHO NY 11753  | w          | 330.80              | 6616                | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | <u>\$33080</u>                       | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amour and easement. Investigating parcels for possible access.  |
| TX-HA-132-011 | 116055000001  | RES A1 ATASCOCITA TOWN CENTER SEC 1        | 2ML ATASCOCITA LLC 952 ECHO LN STE 314 HOUSTON TX 77024-2780 713-621-5910 kkatz@bakerkatz.com BK 24HR, LTD 3700 Buffalo Speedway Ste. 1020 Houston, TX | w          | 5.20                | 104                 | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | <u>\$520</u>                         | 11-1-19: Completing vesting ownership, Waiting on approved IOI, offer amoun and easement. Investigating parcels for possible access.  |
| TX-HA-132-012 | 1158730010003 | RES A2 BLK 1 ATASCOCITA DEL NORTE SHOP CTR | BK 1960 LTD<br>3700 BUFFALO SPEEDWAY STE 400<br>HOUSTON TX 77098-3709<br>713-621-5924  | w          | 19.30               | 386                 | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | \$1930                               | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access. |
| TX-HA-132-013 | 1276930010001 | RES A BLK 1<br>ATASCOCITA COMMONS R/P      | ATASCOCITA 1692 LLC<br>1999 BRYAN ST STE 900<br>DALLAS TX 75201-3140   | w          | 310.70              | 6214                | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | <u>\$31070</u> .                     | 11-1-19: Completing vesting ownership. Waiting on approved (OL, offer amour and easement. Investigating parcels for possible access.  |
| TX-HA-132-014 | 1276930010008 | RES H BLK 1<br>ATASCOCITA COMMONS R/P      | ATASCOCITA 1692 LLC<br>C/O KIMCO REALTY - ATTN PROPERTY TAX<br>500 N BROADWAY STE 201<br>JERICHO NY 11753  | w          | See<br>tract<br>009 | See<br>tract<br>009 | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |          | included<br>with tract 009<br>amount | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amounl and easement. Investigating parcels for possible access. |

| Tract          | PIDN          | Legal Description  | Owner/Address/Primary Contact/Phone #   | Type (W/S) | Linear<br>Feet | Sq. Ft. | Agent Name/Contact #   | Vesting | IOL Offer \$<br>\$5 per sq. ft. | Comments  |
|----------------|---------------|--|---|------------|----------------|---------|--|---------|---------------------------------|---|
| TX-HA-132-015  | 1306490010001 | RES A BLK 1<br>EUGENE  | EWTMC III LLC<br>1330 POST OAK BLVD STE 2525<br>HOUSTON TX 77056-2999<br>713-627-2711   | w          | 234.50         | 4690    | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         |                                 | 11-1-19: Completing vesting ownership. Waiting on approved IOI, offer amount and easement. Investigating parcels for possible access.   |
| TX-HA-132-016  | 1306490010002 | RES B BLK 1<br>EUGENE  | EUGENE WERLIN JR TRUST ET AL<br>7315 FM 1960 RD E<br>HUMBLE TX 77346-3130   | w          | 208.60         | 4168    | Patrick Thomas .<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | <u>\$20840</u>                  | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access.   |
| TX-HA-132-017  | 1299860010001 | RES A BLK 1<br>ATASCOCITA EIGHT ACRES                          | ATASCOCITA 1692 LLC<br>1999 BRYAN ST STE 900<br>DALLAS TX 75201-3140  | w          | 45.00          | 900     | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         | \$4500                          | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access.   |
| TX-HA-132-018  | 1227520010001 | RES A BLK 1<br>LOWES HOME CENTER - FM 1960                     | LOWE'S HOME CENTERS INC<br>1000 LOWES BLVD<br>MOORESVILLE NC 28117-8520   | · w        | 53.20          | 1064    | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         | <u>\$5320</u>                   | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access.   |
| TX-HA-132-019  | 0402280000564 | TR 1H-6B<br>ABST 26 D HARRIS                                   | IHOP PROPERTY LLC<br>450 N BRAND BLVD<br>GLENDALE CA 91203-2347   | w          | 269.10         | 5382    | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         | <u>\$26640</u>                  | 11-1-19: Completing vesting ownership. Waiting on approved IOi, offer amount and easement. Investigating parcels for possible access.   |
| TX-HA-132-020  | 0402280000573 | TR 1H-6B1<br>ABST 26 D HARRIS                                  | MMM PARTNERS LP LEGAL REAL ESTATE DEPT % CARROLS CORP 14800 LANDMARK BLVD STE 500 DALLAS TX 75254-7013                        | w          | 269.80         | 5396    | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         | \$26980                         | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access.   |
| TX-HA-132-021  | 1231330010001 | RES A BLK 1<br>CHILIS ATASCOCITA                               | FCPT HOLDINGS LLC<br>591 REDWOOD HWY STE 1150<br>MILL VALLEY CA 94941-6007<br>Brinker Texas, LP<br>jennifer.hicks@brinker.com | w          | 235.10         | 4702    | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         | <u>\$23510</u>                  | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount  |
| TX-HA-132-022  | 1178720010001 | RES A BLK 1<br>R/P & EXTENSION<br>ATASCOCITA TOWN CENTER SEC 4 | WF LAKE HOUSTON LLC<br>11440 SAN VICENTE BLVD STE 200<br>LOS ANGELES CA 90049-6217  | w          | 134.80         | 2696    | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         | \$13480                         | and easement. Investigating parcels for possible access.  11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access. |
| _TX-HA-132-023 | 1178720010003 | RES B BLK 1<br>R/P & EXTENSION<br>ATASCOCITA TOWN CENTER SEC 4 | WF LAKE HOUSTON LLC<br>11440 SAN VICENTE BLVD STE 200<br>LOS ANGELES CA 90049-6217  | w          | 133.00         | 2660    | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>· 318-331-3812 |         | \$13300                         | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access.   |
| TX-HA-132-024  | 1178720010004 | RES C BLK 1<br>R/P & EXTENSION<br>ATASCOCITA TOWN CENTER SEC 4 | WF LAKE HOUSTON LLC<br>11440 SAN VICENTE BLVD STE 200<br>LOS ANGELES CA 90049-6217  | w          | 215.20         | 4304    | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         | <u>\$21520</u>                  | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access.   |
| TX-HA-132-025  | 1185000010001 | RES A BLK 1<br>ATASCOCITA TOWN CENTER SEC 5                    | CNL NET LEASE FUNDING<br>13636 BRETON RIDGE UNIT A-H<br>HOUSTON TX 77070-6077<br>Stella Bea LLC                               | W          | 51.00          | 1020    | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         | \$ <u>5100</u>                  | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement, investigating parcels for possible access.   |
| TX-HA-132-026  | 1166450000001 | RES A<br>ATASCOCITA OFFICE PARK SEC 2                          | LANDMARK INDUSTRIES ENERGY LLC<br>11111 WILCREST GREEN DR STE 100<br>HOUSTON TX 77042-4739<br>713-789-0310<br>936-827-9156    | s          | 5.00           | 100     | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         | <u>\$50</u>                     | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access.   |
| TX-HA-132-027  | 1176200010008 | RES A4 BLK 1<br>ATASCOCITA TOWN CENTER SEC 3                   | NMP KINGWOOD GLEN LLC<br>3284 NORTHSIDE PKWY NW STE 515<br>ATLANTA GA 30327-2286  | W/S        | 233.20         | 4664    | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812   |         | <u>\$23320</u>                  | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount and easement. Investigating parcels for possible access.   |

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| Tract         | PIDN          | Legal Description                           | Owner/Address/Primary Contact/Phone #  | Type (W/S) | Linear<br>Feet | Sq. Ft.     | Agent Name/Contact #   | Vesting | IOL Offer \$<br>\$5 per sq. ft. | Comments   |
|---------------|---------------|---|--|------------|----------------|-------------|--|---------|---------------------------------|--|
| TX-HA-132-027 | 1163770010001 | RES A BLK 1<br>ATASCOCITA OFFICE PARK SEC 1 | 7702 FM 1960 LTD<br>1117 ELDRIDGE PKWY<br>HOUSTON TX 77077-1648<br>281-531-5300<br>Vista 7702 FM 1960 LTD<br>281-531-5300<br>info@vistahouston.com | w/s        | 135.70         | 2714        | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | <u>\$13570</u>                  | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amo and easement. Investigating parcels for possible access.   |
| TX-HA-132-029 | 1176200010001 | RES A BLK 1<br>ATASCOCITA TOWN CENTER SEC 3 | LOUETTA LEASING LP<br>13615 KLUGE RD STE 100<br>CYPRESS TX 77429-2338<br>281-815-4860  | W/S        | 288.80         | <u>5776</u> | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | \$28880                         | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount of easement. Investigating parcels for possible access. |
| TX-HA-132-030 |               |   | HARRIS COUNTY FLOOD CONTROL DISTRICT   | w/s        |                |             | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         |                                 | 11-1-19: Investigating parcels for possible access.  |
| TX-HA-132-031 | 0402280000102 | TR 1E<br>ABST 26 D HARRIS                   | METRO CHURCH/LAKE HOUSTON BAPTIST<br>CHR<br>PO BOX 784<br>HUMBLE TX 77347-0784<br>David Hope<br>281-852-3630                                       | w/s        | 105.00         | 2100        | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | \$105 <u>00</u>                 | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer amount of easement. Investigating parcels for possible access. |
| TX-HA-132-032 | 1374830010001 | RES A BLK 1<br>LAKE HOUSTON SUBSTATION      | 1111 LOUISIANA ST<br>HOUSTON TX 77002-5230<br>Sandra Goodall   | S          | 220.00         | 4400        | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | \$22000                         | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer am and easement. Investigating parcels for possible access.    |
| TX-HA-132-033 | 1076070000010 | RES A1 BLK 1 PINEHURST OF ATASCOCITA SEC 3  | ATASCOCITA LUTHERAN CHURCH<br>7927 FM 1960 RD E<br>HUMBLE TX 77346-2203<br>Sherry Harbor<br>713-203-1411   | w          | 492.00         | 9840        | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | <b>\$49200</b>                  | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer am and easement. Investigating parcels for possible access.    |
| TX-HA-132-034 | 1161890000001 | RES A PINEHURST SHOPPING CENTER             | WGC HOLDINGS DEAR PARK LLC<br>6300 WESTPARK DR STE 504<br>HOUSTON TX 77057-7219  | w          | 40.50          | 810         | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | \$4050                          | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer am and easement. Investigating parcels for possible access.    |
| TX-HA-132-035 | 0431450000024 | TR 1A<br>ABST 479 J JIAMS                   | MAYA BUSINESS INC<br>8010 FM 1960 RD E<br>HUMBLE TX 77346-1765   | w          | 93.00          | 1860        | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | \$9300                          | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer am and easement. Investigating parcels for possible access.    |
| TX-HA-132-036 | 1196430000001 | BLDGS 1 THRU 12<br>LAKEPOINTE APT HOMES     | CHA HOLDING LTD  ATTN JEFF RATZER  47W210 US HIGHWAY 30  BIG ROCK IL 60511-9358  | w          | 37.00          | 740         | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | \$3700                          | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer am and easement. Investigating parcels for possible access.    |
| TX-HA-132-037 | 1064880000005 | RES D4 BLK 8 ATASCOCITA SHORES SEC 3        | DG DW INTERESTS LTD 5959 RICHMOND AVE STE 440 HOUSTON TX 77057-6325 Annette Weirshem office 713-778-0900 cel 713-904-3336                          | w          | 74.40          | 1488        | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | \$7440                          | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer an and easement. Investigating parcels for possible access.    |
| TX-HA-132-038 | 0431450000045 | TR 1K-2<br>ABST 479 J HAMS                  | MCV ATASCOCITA REALTY LLC<br>1408 LAKE POINTE PKWY<br>SUGAR LAND TX 77478-3998<br>832-277-7545   | w          | 72.20          | 1444        | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | \$7220                          | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer an and easement. Investigating parcels for possible access.    |
| TX-HA-132-039 | 1064870000001 | RES E BLK 7<br>ATASCOCITA SHORES SEC 3      | M A FAMILY INVESTMENTS LTD  1404 BOXWOOD CT  LUFKIN TX 75904-5383  936-366-3712  | w          | 3.30           | 66          | Patrick Thomas<br>318-331-3815<br>Bob Thomas<br>318-331-3812 |         | \$330                           | 11-1-19: Completing vesting ownership. Waiting on approved IOL, offer an and easement. Investigating parcels for possible access.    |
| *             |               |   |  |            | 5700.7         | 114014      |  |         | <u>\$570,050</u>                |  |

ROW MANAGEMENT

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED # and REGULAR MAIL

**RE:** Initial Offer to Acquire Easements

Tract #:

**Project Name:** 

Dear,

The Texas Department of Transportation is "widening" FM 1960 between Humble and Atascocita to alleviate traffic congestion. Harris County Municipal Utility District No. 132 (the "District") provides water and sanitary sewer service to property within its boundaries and has public water and sanitary sewer lines which will have to be relocated due to the widening. The District is a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code and has the power of eminent domain.

The District has determined that it is necessary and desirable to acquire from you certain easements to enable it to locate a portion of one or more of its water and sanitary sewer lines (and related appurtenances) on your property. The easements are more particularly described in the Permanent Easement(s) and Sketch attached hereto (the "Permanent Easements").

In a good faith effort to reach an agreement, the District is making this initial offer to you in the amount of \_\_\_\_\_ Dollars (\$.00) as full monetary compensation for the Permanent Easements and damages, if any, resulting to your property as a result of the Permanent Easements.

If you are agreeable, please sign, notarize and acknowledge all three copies of the enclosed "Water Line Easement" and/or "Sanitary Sewer Line Easement" and return two originals of each relevant easement to me in the enclosed self-addressed and stamped envelope at Harris County Municipal Utility District No. 132, c/o Norton Rose Fulbright, 1301 McKinney, Houston, Texas 77010. Upon receipt, I will contact you to make arrangement for payment. In addition, I have enclosed a form W-9, which I need you to complete, before I will be able to process payment. Of course, if you would prefer to meet, let me know and we can meet at a mutually convenient date and time.

Also included is a copy of the Texas Landowner Bill of Rights, dated March 2012, which contains information concerning your rights in eminent domain proceedings and which was prepared by the Office of the Attorney General of the State of Texas.

Please be advised that you have the right to discuss this offer and any agreement regarding the acquisition of the Permanent Easements with others, or at your option to keep the offer and any agreement confidential. Please note, however, the District is subject to the Texas Public Information Act and will be required to disclose information concerning the Permanent Easements, upon written request of any person.

I will be contacting you in the next few days to follow up and answer any questions you might have regarding the project. If you would like to discuss this matter further, please call me at (318) 318-3812 at your earliest convenience.

Sincerely,

Bob Thomas, Contract Land Agent Representing:

Enclosures: Easement Sketch Texas Landowner Bill of Rights W-9

#### EASEMENT ACQUISITION SERVICES AGREEMENT

STATE OF TEXAS
COUNTY OF HARRIS

This EASEMENT ACQUISITION SERVICES AGREEMENT (the "Agreement") is made and entered in by and between Harris County Municipal Utility District No. 132, a political subdivision of the State of Texas (the "District") and ROW Management, LLC, a limited liability company (the "Contractor").

#### RECITALS

WHEREAS, the District must relocate water and sanitary sewer lines and related appurtenances (the "Facilities") due to the widening of FM 1960 by Texas Department of Transportation; and

WHEREAS, the District will need to acquire water and/or sewer line easements (the "Easements") on approximately 37 different property tracts in order to relocate its Facilities; and

WHEREAS, the District has the power to obtain the Easements by eminent domain and must follow the procedures set forth in the Texas Property Code to acquire the Easements; and

WHEREAS, the District wishes to engage the services of an acquisition agent to contact the property owners and negotiate with them to obtain the Easements; and

WHEREAS, the Contractor is in the business of acquiring easements for entities which have the power of eminent domain and is interested in being retained by the District to acquire the Easements on its behalf;

NOW, THEREFORE, pursuant to the foregoing and other consideration received, the District and the Contractor agree as follows:

1. <u>Services to be Provided.</u> The Contractor will provide the following acquisition services (the "Services") to enable the District to obtain the Easements on those tracts of property identified to the Contractor by the District's engineer (the "Tracts"):

Initial title preparation-tax roll take-off for preliminary ownership determination; Preparation of mailings notifying landowners of survey; Preparation of additional mailings, landowner line list and permanent files; Ongoing project and landowner update reports to the District; Preparation and mailing of Initial Offer Letters and Final Offer Letters; Performance of curative title work and research; Negotiation and acquisition of easements; Recordation of easements; Condemnation consultation.

2. Additional Services. The Contractor will notify the District if it believes any work it is asked to perform is outside the scope of services described in Section 1 (the "Additional Services") and therefore not covered by the price per Tract. The Contractor agrees to negotiate with the District to arrive at a fair price for the Additional Services.

94173653.1 - 1 -

- 3. <u>Exclusions from Services</u>. The Contractor shall not be responsible for any permitting of the project associated with the Easements and in no event shall Contractor be responsible for paying the actual cost of the Easements due to the landowners.
- 4. <u>Compensation</u>. In consideration of the Services, the District will compensate the Contractor \$5,500 per Tract, to be paid as follows:

30%: Payable after initial title preparation-tax roll take-off for preliminary ownership is complete; survey notification letters are mailed/delivered to landowners; tract files have been prepared and Initial Offer Letters have been mailed or delivered.

20%: Payable after title packets have been completed and Final Offer Letters are mailed or delivered.

50%: Payable after each individual Tract has been acquired and recorded.

5. <u>Payment Procedures</u>. The Contractor acknowledges that the District's Board of Directors meets the third Thursday of each month to pay bills. Invoices presented seven days before the meeting date will be presented for payment, and, if approved, will be paid within a week after the meeting date. Invoices with supporting documentation shall be mailed or emailed to the District's bookkeeper as follows:

Harris County Municipal Utility District No. 132 c/o Myrtle Cruz, Inc.
3401 Louisiana Street, Suite 400
Houston, Texas 77002-9552
Attention: Ms. Karrie Kay
Karrie kay@mcruz.com

- 6. Reports. As part of the Services, the Contractor will provide the District with monthly reports on the status of the Easement acquisition and the Services provided to date by Tract. Such reports shall be emailed to the District at least seven days before each Board meeting, scheduled for the third Thursday of each month. Reports can be emailed to timstine@earthlink.net and Kathleen.ellison@nortourosefulbright.com. In addition, the Contractor will attend meetings of the District Board, if requested.
- 7. <u>Standard of Performance.</u> The Contractor represents and warrants that it is fully qualified to carry out its duties under this Agreement and, to the extent required, is fully licensed to do so. The Contractor represents and warrants that it will perform its services under this Agreement diligently in accordance with all customary standards in the industry using its best skill and judgment.
- 8. <u>Compliance with Applicable Laws.</u> The Contractor shall observe and comply with all applicable federal, state and local laws and regulations, including the requirements of the Texas Property Code with respect to eminent domain.
- 9. <u>Indemnification</u>. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR

CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT, EXCEPT FOR ANY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY CAUSED BY THE NEGLIGENCE OF THE DISTRICT, ITS SUCCESSORS AND ASSIGNS. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

- 10. <u>Insurance.</u> The Contractor shall maintain and keep in force during the term of this Agreement insurance with coverage to the limits of liability set forth on Exhibit A, attached hereto and by this reference made a part hereof. The Contractor shall be required to include the District and its directors, officers, agents and employees as additional insureds as respects the general liability and automobile liability policies and to waive subrogation in favor of the District, its directors, officers, agents, and employees in the general liability and automobile liability policies. Before the Contractor begins work under this Agreement, an acceptable certificate of insurance shall be filed with the District.
- 11. Ownership of Work. The Contractor's work product, including title work, related to the Easements shall be the property of the District.
- 12. <u>Independent Contractor.</u> The Contractor is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by the Contractor in such capacity.
- 13. <u>Termination</u>. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days' written notice to the other party. The Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The District does not waive any other remedy allowed under Texas law.
- 14. <u>Modification.</u> This Agreement represents the entire agreement between the District and the Contractor and shall be subject to change or modification only with the mutual written consent of the parties.
- 15. <u>Assignability.</u> This Agreement shall not be assignable without the written consent of the other party.
- 16. <u>Boycott Prohibition</u>. The Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 17. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall constitute an original, and all such counterparts together will constitute and be one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of Norman and Alicenses.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132

President, Board of Directors

ATTEST:

Secretary, Board of Directors

ROW MANAGEMENT, LLC

Title: Managen lowly

#### EXHIBIT A—INSURANCE REQUIREMENTS

Commercial General Liability.

\$1,000,000 \$2,000,000 Each Occurrence Annual Aggregate

Comprehensive Automobile Liability:

\$1,000,000

Combined Single Limit

Professional Liability

\$1,000,000 \$2,000,000 Each Occurrence Annual Aggregate



## PROPOSAL Ditch Rehab South Rebawood @ Atascosita Shores

November 21, 2019

HC MUD 132 C/O: Norton Rose Fulbright 1301 McKinney St, STE 5100 Houston, TX 77010 - 3031

Cut and remove (12) trees along ditch area
All debris is to be shred onsite with a hydroaxe or hauled away
Desilt areas within ditch flow – Reshape to allow straight flow from bridge to pond area
Regrade and repair damaged slopes between houses
Targeted 4:1 slope
Hydromulch disturbed slopes

Sincerely,

SHANE STUCKEY President

## EXCLUDING ACTS OF UNCONTROLLABLE WEATHER, AND ASSUMING PROPER MAINTENANCE AFTER THE JOB, WE GUARANTEE OUR CLIENTS A SUCCESSFUL STAND OF GRASS

\*This proposal assumes ONE free mobilization, additional mobilizations at \$600.00\*

\*\*Proposal does not include long-term watering or maintenance of the project unless otherwise noted\*\*

#### THIS PROPOSAL WILL BE HONORED BY STUCKEY'S IF ACCEPTED WITHIN THIRTY (30) CALENDAR DAYS

| Accepted this | day of | 2019 | TAX EXEMPT  | YES _ | NO |
|---------------|--------|------|-------------|-------|----|
| Firm:         |        |      | Title:      |       |    |
| Signature:    |        |      | Print Name: |       |    |



## PROPOSAL # 1 Tree Removals

November 21, 2019

Sincerely,

SHANE STUCKEY
President

## EXCLUDING ACTS OF UNCONTROLLABLE WEATHER, AND ASSUMING PROPER MAINTENANCE AFTER THE JOB, WE GUARANTEE OUR CLIENTS A SUCCESSFUL STAND OF GRASS

\*This proposal assumes ONE free mobilization, additional mobilizations at \$600.00\*

\*\*Proposal does not include long-term watering or maintenance of the project unless otherwise noted\*\*

#### THIS PROPOSAL WILL BE HONORED BY STUCKEY'S IF ACCEPTED WITHIN THIRTY (30) CALENDAR DAYS

| Accepted this | day of | 2019        | TAX EXEMPT | YES | NO |
|---------------|--------|-------------|------------|-----|----|
| Firm:         |        |             | Title:     |     |    |
| Signature:    |        | Print Name: |            |     |    |

Sales Tax (Not Included) . . . . . . . . . N/A



#### PROPOSAL # 1 **Point #5 Pipe Additions**

November 21, 2019

| HC MUD 132                 |
|----------------------------|
| C/O: Norton Rose Fulbright |
| 1301 McKinney St, STE 5100 |
| Houston, TX 77010 - 3031   |

| C/O: No             | orton Rose Fulbright   |   |
|---------------------|--|---|
|                     | cKinney St, STE 5100   |   |
| Houstor             | n, TX 77010 - 3031   |   |
|                     |  |   |
|                     | Demo existing cart path – Break into rip<br>Excavate and remove (2) existing 66" CI<br>Use care not to damage during<br>Breakout of CSS from original in<br>Import (2) New 66" CMP Pipes (10' Each<br>Import (2) New 42" CMP Pipes (40' Each   | MP Pipes - Set aside and save for replacement removal – If damaged – Additional cost for pipe is possible stallation is possible to cause denting or some damage a) – Stack onto existing 30' Pipes to extend out to 40' (+/-) a +/-) 66" pipes double barrel & 42" pipes set on either side e unless told otherwise bed pipe spring line ils around pipe |
|                     | Stuckey's not responsible for any i  | epairs in this pricing for all irrigation/waterline etc.  |
|                     |  | Total \$39,874.62   |
|                     |  | Sales Tax (Not Included) N/A  |
| Sincerel            | ly,  |   |
| SHANE S<br>Presider | STUCKEY  |   |
| Presider            | The state of the s |   |
|                     |  | BLE WEATHER, AND ASSUMING PROPER MAINTENANCE<br>E OUR CLIENTS A SUCCESSFUL STAND OF GRASS   |
|                     |  | ree mobilization, additional mobilizations at \$900.00* vatering or maintenance of the project unless otherwise noted**   |
|                     | THIS PROPOSAL WILL BE HONORED BY ST  | UCKEY'S IF ACCEPTED WITHIN THIRTY (30) CALENDAR DAYS  |
| Accepted the        | his day of 2019  | TAX EXEMPTYESNO   |
| Firm:               |  |   |
|                     |  |   |
|                     |  |   |

P.O. Box 1204

Magnolia, Texas 77353

# Insurance Proposal Prepared for

Harris Co. MUD No. 132





# McDonald & Wessendorff Insurance

#### Welcome!

Thank you for choosing us for your insurance needs. Finding the right people for the right job can be difficult, especially when dealing with insurance.

We at McDonald & Wessendorff Insurance are dedicated to "Growing Relationships" with our clients. The following material about this insurance program is designed specifically for you.

Please contact us at 281-342-6837 with any questions, comments or concerns.

McDonald & Wessendorff Insurance:

Dan McDonald, CEO Direct # 281-633-3208 Email: dan.mcdonald@mcwess-insurance.com

Katrina Thornhill, Account Executive
Direct # 281-633-3200
Email: katrina.thornhill@mcwess-insurance.com

Peggy Bohn, COO Direct # 281-762-5213 Email: peggy.bohn@mcwess-insurance.com

Kathryn Williams, Account Executive
Direct # 281-762-5215
Email: kathryn.williams@mcwess-insurance.com

Carrie Hitchcock
Waterworks CSR
Direct # 281-762-5216
Email: carrie.hitchcock@mcwess-insurance.com

| TYPE OF POLICY:          | PROPERTY   |
|--------------------------|--|
| PROPOSED EFFECTIVE DATE: | 01/24/20   |
| COVERAGE:                | * Special Form for Real and Personal Property * Terrorism Included   |
| VALUATION:               | Replacement Cost – Real and Personal Property  |
| COINSURANCE:             | Waived - Real and Personal Property  |
| DEDUCTIBLE:              | \$5,000 Property<br>\$25,000 Earthquake & Earth Movement<br>\$50,000 Flood<br>1% of the limit with \$10,000 Min. Windstorm or Hail |
| LIMITS:                  | \$ 8,385,000 Real Property \$ 104,000 Business Personal Property \$ 1,000,000 Earrthquake & Earth Movement                         |
| POLICY TERM:             | One Year   |
| PREMIUM:                 | \$11,583   |
| COMPANY:                 | Hanover Insurance Company<br>AM Best Rating: A XV  |

#### McDonald & Wessendorff Insurance

611 Morton Street, Richmond, TX 77469

Phone: (281)762-5215

Email:kathryn.williams@mcwess-insurance.com

Kathryn Williams

DATE: ENGINEER: ATTN: October 2, 2019 Brown & Gay Matt Froehlich

EMAIL:

mlfroehlich@bgeinc.com

#### RE: Harris Co. MUD No. 132; Engineer Report of Values (ERV)

We have been requested to submit an insurance proposal for the above referenced District. Please review the questions below and indicate the type and quantity of any facilities pertinent to The District.

| Indicate how many of the following the <u>district</u> owns. If none, so indicate. |     |                         |            |  |  |
|--|-----|-------------------------|------------|--|--|
| Does the district have water wells? If so, number of submersible pumps?            |     |                         |            |  |  |
| Lessors Risk (Sq/Ft)   | N/A | Pumps 500 HP or greater | N/A        |  |  |
| Swimming Pools   | N/A | Parks / Trails          | <u>N/A</u> |  |  |
| Detention Ponds*   | N/A | Lakes**                 | N/A        |  |  |
| *Panda = hove alanad sides / primarily for detention/retention - can be wet or day |     |                         |            |  |  |

#### Please complete the following information for all insured facilities.

#### LOCATION SCHEDULE

| Description                | Address                 | City                            | State  | Zip       |
|----------------------------|-------------------------|---------------------------------|--|-----------|
| WP #1                      | 8502 Reba Wood          | Humble                          | тх   | 77346     |
| Replacement<br>Value<br>\$ | Month/Year<br>1978/2011 | Flood Zone<br>(ie: X,A,AE)<br>X | Construction<br>& sq ft of buildings<br>4 bldgs, 971 SF To   | otal      |
| Fire Alarm: N              | Sprinklers: N           | Intrusion Alarm: Y              | Central Station Alarn  | n: N      |
| WP #2                      | 19441 West Lake Ho      | ouston Pkwy                     | Humble   | TX 77346  |
| Replacement<br>Value<br>\$ | Month/Year<br>1994      | Flood Zone<br>(ie: X,A,AE)<br>  | Construction<br>& sq ft of buildings<br>3 bldgs, 848 SF Tota | <u>ıl</u> |
| Fire Alarm: N              | Sprinklers: N           | Intrusion Alarm: Y              | Central Station Alarn  | n: N      |
| LS #1                      | 8411 FM1960 East        | Humble                          | тх   | 77346     |
| Replacement<br>Value<br>\$ | Month/Year              | Flood Zone<br>(ie: X,A,AE)<br>X | Construction<br>& sq ft of buildings<br>N/A                  |           |
| Fire Alarm: N              | Sprinklers: N           | Intrusion Alarm: Y              | Central Station Alarn  | n: N      |

<sup>\*</sup>Ponds = have sloped sides / primarily for detention/retention – can be wet or dry

<sup>\*\*</sup>Lakes = mainly for amenity purposes

<sup>\*\*\*</sup>PLEASE NOTE: INSURANCE POLICY IS BASED ON REPLACEMENT COST VALUATION\*\*\*

| LS #2                               | 7603 Kings River Di   | rive                            | Humble                                      | TX 77346         |
|-------------------------------------|---|---------------------------------|---|------------------|
| Replacement<br>Value<br>\$          | Month/Year  | Flood Zone<br>(ie: X,A,AE)<br>X | Construction<br>& sq ft of buildings<br>N/A |                  |
| Fire Alarm: N                       | Sprinklers: N   | Intrusion Alarm: Y              | Central Station Alarn                       | n: N             |
| LS #3                               | 21305 Atascocita Po   | oint Drive                      | Humble                                      | TX 77346         |
| Replacement<br>Value<br>\$          | Month/Year<br>1995  | Flood Zone<br>(ie: X,A,AE)<br>X | Construction<br>& sq ft of buildings<br>N/A |                  |
| Fire Alarm: N                       | Sprinklers: N   | Intrusion Alarm: Y              | Central Station Alarn                       | n: N             |
| Flushing Valves                     | Various Locations   | Humble                          | тх  | 77346            |
| Replacement<br>Value<br>\$          | Month/Year  Varies  | Flood Zone<br>(ie: X,A,AE)<br>X | Construction<br>& sq ft of buildings<br>N/A |                  |
| Fire Alarm: N                       | Sprinklers: N   | Intrusion Alarm: N              | Central Station Alarm                       | n: N             |
| PLEASE LIST CONTE                   | NTS AS SEPARATE LINE  | ITEM. See Attached Table        |   |                  |
| Mobile Equipme                      | nt (please include ye   | ear, make, model, s             | erial number & valu                         | e):              |
| Thanks for providing this document. | information to our office. Ple  | ease call if you should have    | any questions, or comments                  | concerning this  |
| SIGN HERE:                          | }   | Nicholas B                      | ailen 10                                    | 115/19           |
|                                     | l By: (Signature)<br>if the values are not update<br>//anager's signature appro |                                 | ••••  | Date<br>note the |

#### Harris County MUD 132 Schedule of Values for Insurance Coverage

| Facility              | Address or Site   | City   | County | State | Zip   | Year Built | Flood<br>Zone | Building, Stories & Sq. Footage            | Building<br>Value | Contents Val | ue   | Fence                                   |
|-----------------------|---|--------|--------|-------|-------|------------|---------------|--|-------------------|--------------|------|---|
| Water Plant<br>No. 1  | 8502 Rebawood<br>(1 line shaft well w/ submersible pump)                | Humble | Harris | TX    | 77346 | 1975/2011  | Х             | 4 bldgs.; all 1-story approx. 971 SF total | \$<br>3,100,000   | \$ 50,00     | 00 E | 3rick                                   |
| Water Plant<br>No. 2  | 19441 West Lake Houston Parkway (1 line shaft well w/ submersible pump) | Humble | Harris | TX    | 77346 | 1994       | Х             | 3 bldgs.; all 1-story approx. 848 SF       | \$<br>3,300,000   | \$ 50,00     | 00 E | 3rick                                   |
| Lift Station<br>No. 1 | 8411 FM 1960 East<br>(3-2,200 gpm pumps-60 hp each)                     | Humble | Harris | TX    | 77346 | 1984       | Х             | N/A  | \$<br>1,275,000   | \$ 1,00      | 00 E | Brick                                   |
| Lift Station<br>No. 2 | 7603 Kings River Drive<br>(3-600 gpm submers, pumps-15hp each)          | Humble | Harris | TX    | 77346 | 2003       | Х             | N/A  | \$<br>450,000     | \$ 1,00      | )O p | orecast                                 |
| Lift Station<br>No. 3 | 21305 Atascocita Point Drive (2 submersible pumps-3hp each)             | Humble | Harris | TX    | 77346 | 1995       | Х             | N/A  | \$<br>160,000     | \$ 1,00      | 00 p | orecast                                 |
| Flushing<br>Valves    | Various Locations in the District                                       | Humble | Harris | TX    | 77346 | Varies     | Х             | N/A  | \$<br>100,000     | \$ 1,00      | 00   | *************************************** |
|                       |   |        |        |       |       |            |               |  | <br>\$8,385,000   | \$104,0      | 00   |   |

| TYPE OF POLICY:             | COMPREHENSIVE BOILER & MACHINERY   |
|-----------------------------|--|
| PROPOSED EFFECTIVE DATE:    | 01/24/20   |
| COVERAGE: Equipment.        | * Sudden and Accidental Breakdown of Objects – Including Pumps, Motors, and Electrical  * Mechanical Failure and Electrical Surges  * Terrorism Included   |
| VALUATION:                  | Repair / Replacement Cost  |
| COINSURANCE:                | Waived   |
| DEDUCTIBLE:                 | 30,000 Deductible on all underground property (excluding lift stations) and all 500 HP or greater pumps, motors, compressors and blowers.  \$30,000 Deductible applies toward all other covered objects. |
| LIMITS:                     | \$ 8,489,000<br>\$ 500,000 Extra Expense   |
| POLICY TERM:                | One Year   |
| PREMIUM:                    | \$12,089   |
| COMPANY:                    | Chubb AM Best Rating: A ++ XV  |
| BOILER FORM ENHANCEMENT: EX | TRA EXPENSE INCREASED TO \$500,000   |
| ACCEPTED BY:                | DATE:  |
|                             | DATE:  |

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

TYPE OF POLICY:

COMMERCIAL GENERAL LIABILITY AND

|   | HIRED CAR & NON OWNERSHIP<br>AUTOMOBILE LIABILITY  |
|---|--|
| PROPOSED EFFECTIVE DATE:  | 01/24/20   |
| COVERAGE:   | •Bodily Injury and Property Damage •Full Sewer Backup Coverage •Punitive Damages Not Excluded •Host Liquor Liability •Terrorism Not Excluded •No Mold Exclusion •No Assault & Battery Exclusion •Duty to Defend •Defense Cost Outside the Limit •Coverage in US Only   |
| LIMITS OF LIABILITY:  | \$1,000,000 Each Occurrence \$3,000,000 General Aggregate \$1,000,000 Personal/Advertising Injury \$3,000,000 Product Liability \$ 100,000 Damages to Premises Rented to You \$1,000,000 Hired and Non Owned Auto Liability INCLUDES: Additional Insured/ Waiver of Subrogation/30 Day Notice of Cancel CenterPoint Energy, Inc. |
| POLICY TERM:  | One Year   |
| PREMIUM:  | \$1,797  |
| COMPANY:  | Mid-Continent Casualty Company<br>AM Best Rating: A + VIII   |
| YES/NO<br>IF YES, PLEASE<br>NUMBER OF PEAC<br>THE DISTRICT WILL NEED LAW ENFORCEM | SEND A COPY.   |
| DOES THE DISTRICT OV  | VN ANY ROADS Y/N   |
| ACCEPTED BY:  | DATE:  |
| REJECTED BY:  | DATE:  |
| SUBJECT TO POLICY TERMS, CONDIT   | IONS, LIMITATIONS AND EXCLUSIONS   |

| TYPE OF POLICY:          | POLLUTION LIABILITY   |
|--------------------------|---|
| PROPOSED EFFECTIVE DATE: | 01/24/20  |
| COVERAGE:                | Occurrence Form Legal Liability to Others-Bodily Injury and Property Damage and Clean Up Costs Compensatory Damages Defense Cost Outside the Limit Punitive/Exemplary Damages Not Excluded Terrorism Not Excluded Mold Not Excluded |
| EXCLUSIONS:              | •Statutory Fines or Penalties Unless Direct Result of Pollution Incident as Defined by the Policy •Disposal of Sludge at Landfill Site  |
| LIMIT OF LIABILITY:      | \$1,000,000 each occurrence<br>\$3,000,000 aggregate  |
| DEDUCTIBLE:              | \$5,000 Per Claim for Clean Up Costs  |
| POLICY TERM:             | One Year  |
| PREMIUM:                 | \$750   |
| COMPANY:                 | Mid-Continent Casualty Company<br>AM Best Rating: A + VIII  |
| ACCEPTED BY:             |   |
| REJECTED BY:             | DATE:   |

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

| TYPE OF POLICY:          | DIRECTORS AND OFFICERS LIABILITY  |
|--------------------------|---|
| PROPOSED EFFECTIVE DATE: | 01/24/20  |
| COVERAGE:                | Claims-Made Coverage Form Duty to Defend Pay on Behalf in lieu of Reimbursement Coverage Form Full Prior Acts Defense Cost Outside the Limit Defense for Alleged Breach of Contract Claim includes any Judicial or Administrative Proceedings Employment Related Practices coverage for the District Included Coverage extended to include Director's Spouse Terrorism Not Excluded |
| LIMIT OF LIABILITY:      | \$2,000,000 Per Claim No Aggregate Limit  |
| DEDUCTIBLE:              | None  |
| POLICY TERM:             | One Year  |
| PREMIUM:                 | \$2,500   |
| COMPANY:                 | Mid-Continent Casualty Company AM Best Rating: A + VIII   |
|                          |   |

|   | OPTIONAL LIMITS |         |  |  |  |  |
|---|-----------------|---------|--|--|--|--|
|   | Limit Premium   |         |  |  |  |  |
|   | \$1,000,000     | \$1,500 |  |  |  |  |
| X | \$2,000,000     | \$2,500 |  |  |  |  |
|   | \$3,000,000     | \$3,500 |  |  |  |  |
|   | \$4,000,000     | \$4,500 |  |  |  |  |
|   | \$5,000,000     | \$5,500 |  |  |  |  |

| ACCEPTED BY:                   | DATE:                             |
|--------------------------------|-----------------------------------|
| REJECTED BY:                   | DATE:                             |
| SUBJECT TO POLICY TERMS, CONDI | TIONS, LIMITATIONS AND EXCLUSIONS |

| TYPE OF POLICY:          | UMBRELLA  |
|--------------------------|---|
| PROPOSED EFFECTIVE DATE: | 01/24/20  |
| COVERAGE:                | Limit of Coverage over General Liability, Automobile Liability, Pollution and Employers Liability (If Coverage is Accepted)             |
|                          | <ul><li>Follow Form</li><li>Terrorism Not Excluded</li><li>Punitive Damages Not Excluded</li></ul>                                      |
| UNDERLYING REQUIREMENTS: | \$1,000,000 General Liability<br>\$1,000,000 Pollution Liability<br>\$1,000,000 Automobile Liability<br>\$1,000,000 Employers Liability |
| EXCLUSIONS:              | Employee Benefits Liability Directors and Officers Liability Law Enforcement Liability  |
| LIMIT OF LIABILITY:      | \$2,000,000   |
| RETENTION:               | \$10,000  |
| POLICY TERM:             | One Year  |
| PREMIUM:                 | \$2,200   |
| COMPANY:                 | Mid-Continent Casualty Company<br>AM Best Rating: A + VIII  |
| OPTIONAL LIMITS          | OPTIONAL LIMITS   |

| OPTIONAL LIMITS |                           |  |  |  |
|-----------------|---------------------------|--|--|--|
| Limit           | Premium<br>(No Pollution) |  |  |  |
| \$ 1,000,000    | \$ 900                    |  |  |  |
| \$ 2,000,000    | \$1,700                   |  |  |  |
| \$ 3,000,000    | \$2,500                   |  |  |  |
| \$ 4,000,000    | \$3,300                   |  |  |  |
| \$ 5,000,000    | \$4,100                   |  |  |  |

|   | OPTIONAL LIMITS |                                 |  |  |  |  |
|---|-----------------|---------------------------------|--|--|--|--|
|   | Limit           | Premium<br>(Includes Pollution) |  |  |  |  |
|   | \$ 1,000,000    | \$1,250                         |  |  |  |  |
| X | \$ 2,000,000    | \$2,200                         |  |  |  |  |
|   | \$ 3,000,000    | \$3,150                         |  |  |  |  |
|   | \$ 4,000,000    | \$4,100                         |  |  |  |  |
|   | \$ 5,000,000    | \$5,050                         |  |  |  |  |

| ACCEPTED BY: | DATE: |
|--------------|-------|
| REJECTED BY: | DATE: |
|              |       |

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

| TYPE OF POLICY:                | PUBLIC EMPLOYEE BLANKET CRIME (Includes Attorney, Operator, Bookkeeper, Engineer and Delinquent Tax Attorney)   |
|--------------------------------|---|
| ANNIVERSARY OF CURRENT POLICY: | 01/24/20  |
| COVERAGE:                      | Loss caused to the District through failure of any employee/consultant to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment. Limit applies per employee/consultant up to \$100,000. If the bond amount is over \$100,000, each employee/consultant is covered up to \$100,000 and the excess amount is provided on a per loss basis rather than each basis. |
|                                | •Terrorism Not Excluded   |
| LIMIT:                         | \$500,000   |
| DEDUCTIBLE:                    | \$0   |
| TERM:                          | One Year  |
| PREMIUM:                       | \$580   |
| COMPANY:                       | Hartford Casualty Company<br>AM Best Rating: A+ XV  |
| OPTIONAL                       | LIMITS  |

|   | OPTIONAL L  | ALLANT I D |
|---|-------------|------------|
|   | Limit       | Premium    |
|   | \$ 10,000   | \$120      |
|   | \$ 25,000   | \$178      |
|   | \$ 50,000   | \$222      |
|   | \$ 100,000  | \$344      |
|   | \$ 250,000  | \$479      |
| X | \$ 500,000  | \$580      |
|   | \$1,000,000 | Quotable   |

| ACCEPTED BY:                  | DATE:                               |  |
|-------------------------------|-------------------------------------|--|
| REJECTED BY:                  | DATE:                               |  |
| SUBJECT TO POLICY TERMS, CONL | OITIONS, LIMITATIONS AND EXCLUSIONS |  |

| TYPE OF BOND:                | DIRECTORS POSITION SCHEDULE BOND   |
|------------------------------|--|
| ANNIVERSARY OF CURRENT BOND: | 01/24/20   |
| COVERAGE:                    | Provides coverage for loss caused to the District through the failure of Directors to perform faithfully their duties or to account properly for all monies and property received by virtue of their position as Director. |
|                              | •Terrorism Not Excluded  |
| BOND TERM:                   | One Year   |
| BOND LIMIT:                  | \$10,000 Per Director (5)<br>\$50,000 Aggregate  |
| PREMIUM:                     | \$175  |
| COMPANY:                     | Merchants Bonding Company<br>AM Best Rating A VIII   |
|                              |  |
|                              |  |
|                              |  |
|                              |  |
|                              |  |
| ACCEPTED BY:                 | DATE:  |
| REJECTED BY:                 | DATE:  |

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

| TYPE OF POLICY:                      | BUSINESS TRAVEL COVERAGE   |
|--------------------------------------|--|
| PROPOSED EFFECTIVE DATE:             | 01/24/20   |
| COVERAGE:                            | 24 Hour Coverage while traveling on district business Accidental Death & Dismemberment Paralysis Benefits Coma Benefits Psychological Therapy Benefit Emergency Evacuation/Family Travel Benefits Rehabilitation Expense Benefit Repatriation Benefit Seat Belt and Occupant Protection Device Benefit Age reduction for over 70 |
| LIMITS:                              | \$ 250,000 Each Director<br>\$ 50,000 Each Spouse<br>\$ 25,000 Each Child<br>\$35,000,000 Aggregate Limit  |
| PREMIUM:                             | \$300  |
| COMPANY:                             | Chubb<br>AM Best Rating: A++ XV  |
| ** PLEASE SEE ADDIT                  | FIONAL PAGE FOR SIGNATURE **   |
| DATE                                 |  |
| ACCEPTED BY (Signature of District's | Authorized Representative) (Title)   |
| REJECTED BY (Signature of District's | Authorized Representative) (Title)   |

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N) \_\_\_\_\_\_N/A

#### **Policy Acceptance**

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

#### Fraud Warning

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime.

| Name of Policyholder:_ | Harris Co. MUD No. 132 |       |
|------------------------|------------------------|-------|
| Date                   | Signature              | Title |
|                        | Real W                 | 9     |

Company Authorized Representative

BT 3000 APP (Rev. 09/2006)

| TYPE OF POLICY:          | WORKERS COMPENSATION  |
|--------------------------|---|
| PROPOSED EFFECTIVE DATE: | 01/24/20  |
| COVERAGES:               | •Coverage A in the policy provides statutory coverage in which the insurance company agrees to assume the liability imposed upon an insured by the applicable Workers Compensation law or laws. |
|                          | •Coverage B for Employers Liability in this policy protects an insured against liability imposed by law for injury to employees in the course of employment.                                    |
|                          | •Terrorism Not Excluded   |
| LIMIT OF LIABILITY:      | Employers Liability   |
|                          | \$1,000,000 Each Accident<br>Bodily Injury by Accident  |
|                          | \$1,000,000 Each Employee<br>Bodily Injury by Disease   |
|                          | \$1,000,000 Policy Limit Bodily Injury by Disease INCLUDES: Blanket Waiver of Subrogation   |
| POLICY TERM:             | One Year  |
| PREMIUM:                 | \$323 (5 Directors) Estimated Annual Premium  |
| COMPANY:                 | Hanover Insurance Group<br>AM Best Rating: A XV   |
| ACCEPTED BY:             | DATE:   |
| REJECTED BY:             | DATE:   |

| TYPE OF POLICY:               | CYBER LIABILITY   |  |  |
|-------------------------------|---|--|--|
| PROPOSED EFFECTIVE DATE:      | 01/24/20  |  |  |
| COVERAGE/LIMIT:               | LIABILITY:  Privacy & Security - \$1,000,000 Payment Card Costs - \$250,000 Media - \$1,000,000 Regulatory Proceedings - \$500,000 BREACH RESPONSE: Privacy Breach Notification - \$250,000 Computer & Legal Experts - \$250,000 Betterment - \$100,000 Cyber Extortion - \$250,000 Data Restoration - \$250,000 Public Relations - \$250,000 Public Relations - \$250,000 Funds Transfer Fraud - \$250,000 Social Engineering Fraud - \$100,000 Telecom Fraud - \$100,000 BUSINESS LOSS: Business Interruption - \$250,000 Reputation Harm - \$250,000 POLICY AGGREGATE LIMIT: \$250,000 |  |  |
| RETENTION:                    | \$2,500 Each Claim/Event<br>EXCEPT \$5,000 – Social Engineering Fraud/Telecom Fraud<br>Waiting Period: 8 Hours  |  |  |
| POLICY TERM:                  | One Year  |  |  |
| PREMIUM:                      | \$1,552   |  |  |
| COMPANY:                      | Travelers Casualty & Surety Co. of America AM Best Rating: A++ XV   |  |  |
| SEE COVERAGE DEFIN            | ITIONS AT END OF PROPOSAL   |  |  |
| ACCEPTED BY:                  | DATE:   |  |  |
| REJECTED BY:                  | DATE:   |  |  |
| SUBJECT TO POLICY TERMS, COND | DITIONS, LIMITATIONS AND EXCLUSIONS   |  |  |

McDonald & Wessendorff Insurance• 611 Morton • Richmond, Texas 77469 PH (281) 342-6837 (MUDS) • Fax: (281) 341-6837 (MUDS)

#### HARRIS CO. MUD NO. 132

PROPOSED EFFECTIVE DATE:

01/24/20

#### PREMIUM SUMMARY

| COVERAGE                                   |     | RENEWAL     | LAST YEAR'S PREMIUM |
|--|-----|-------------|---------------------|
|  |     | PREMIUM     |                     |
| PROPERTY                                   | (1) | 11,583.00   | 10,575.00           |
| BOILER & MACHINERY                         | (1) | 12,089.00   | 10,819.00           |
| GENERAL LIABILITY/HIRED & NON-OWNED AUTO   |     | 1,797.00    | 1,797.00            |
| POLLUTION LIABILITY                        |     | 750.00      | 750.00              |
| DIRECTORS AND OFFICERS                     |     | 2,500.00    | 2,500.00            |
| UMBRELLA LIABILITY                         | (2) | 2,200.00    | 1,800.00            |
| PUBLIC EMPLOYEE BLANKET CRIME              |     | 580.00      | 580.00              |
| DIRECTOR'S BOND                            |     | 175.00      | 174.00              |
| BUSINESS TRAVEL ACCIDENT                   |     | 300.00      | 300.00              |
| WORKERS COMPENSATION & EMPLOYERS LIABILITY | 7   | 323.00      | 346.00              |
| CYBER LIABILITY                            |     | 1,552.00    | 1,486.00            |
| TOTAL PREMIUM                              |     | \$33,849.00 | \$31,127.00         |

- (1) Total values increased from \$8,133,800 to \$8,489,000 Property/Boiler carriers had a slight rate increase
- (2) Umbrella carrier amended their rating structure

TAX BOND: \$100,000 - Bob Leared (\$400 premium billed directly to Tax Assessor)

PAID CLAIMS: See Attached

\* \* \* OPTIONAL NEW COVERAGE(S) \* \* \*

| OPTIONAL NEW COVERAGE                         | PREMIUM    | ACCEPTED YES/NO |
|---|------------|-----------------|
| LAW ENFORCEMENT LIABILITY - \$1,000,000 LIMIT | 1,000.00   |                 |
| PEACE OFFICERS BOND # OF PEACE OFFICERS       | 50.00 Each |                 |
| TOTAL PREMIUM FOR ACCEPTED OPTIONAL COVERAGE  |            |                 |

### PLEASE REPORT ALL NEW FACILITIES OR PROPERTIES IMMEDIATELY TO MCDONALD & WESSENDORFF

#### PAYMENT IS DUE WITHIN 30 DAYS OF THE EFFECTIVE DATE TO AVOID CANCELLATION.

| ACCEPTED BY:          |  |
|-----------------------|--|
| PRINTED NAME & TITLE: |  |
| DATE:                 |  |
| FEDERAL TAX ID #:     |  |
| WER ADDRESS IF ANY:   |  |

Premiums quoted are valid for 30 days from proposed effective date.

All descriptions of proposed coverage's provided herein are intended as an outline of coverage and are necessarily brief. For specific wording concerning insuring agreements, definitions, conditions, terms and exclusions not listed, please read each policy carefully. Please contact our office if there are any questions.

#### HARRIS CO. MUD NO. 132 - PAID CLAIMS

| DATE       | TYPE     | DESCRIPTION   | PAID      |
|------------|----------|---|-----------|
| 2017-08-30 | Property | Hurricane Harvey damage                                       | \$106,487 |
| 2017-06-02 | GL       | Dental office flooded after water main repair - EXPENSES ONLY | \$1,396   |
| 2015-07-03 | Boiler   | Well stopped pumping  | \$23,134  |
| 2015-06-13 | Boiler   | Well went out   | \$13,413  |
| 2013-08-21 | Boiler   | Well motor shorted out  | \$8,415   |
| 2012-11-01 | Boiler   | Lift station #1 damage  | \$27,555  |
| 2011-11-15 | Boiler   | Well damage - location #1                                     | \$14,120  |
| 2010-02-23 | GL       | Sewer backup  | \$24,382  |
| 2009-04-19 | Boiler   | Well motor damaged  | \$19,499  |
| 2008-06-06 | D&O      | Lawsuit w/3 other districts - fireworks                       | \$27,747  |
| 2004-02-11 | GL       | Sewer backup  | \$1,876   |

## D & O APPLICATION

## PLEASE COMPLETE/ SIGN AND RETURN WITH THE ACCEPTED PROPOSAL

THANK YOU!

#### Professional Liability Application Application for Directors & Officers Liability Insurance

\$2,000,000

Premium \$2,500

Part 1: Background Information

\*\*ML 1459 (01-97)\*\*

| Name of Organization: Harris Co. MUD No. 132   |  |                    |                         |                         |  |
|--|--|--------------------|-------------------------|-------------------------|--|
| Address:                                       |  |                    |                         |                         |  |
| Purpose of Organiza                            | tion:  |                    |                         |                         |  |
| In continuous exister                          | nce since: Numl  | ber of Board Me    | mbers:                  |                         |  |
|  | s? Yes or No (circle respon<br>onprofit, purpose, bylaws a   |                    |                         | tablished, nature of    |  |
| If yes, do you wish to                         | o request coverage for subsi                                 | idiaries? Yes or   | No (circle response)    | )                       |  |
| Are the organization                           | 's finances audited by a Cer                                 | tified Public Ac   | countant? Yes of No     | o (circle response)     |  |
| employees? Yes or N                            | n have any stockholders or<br>to (circle response) If yes, p | olease give        | ofit from the operation | on except as salaried   |  |
| Are any directors, Tr                          | ustees, Officers or employe                                  | es indebted to the |                         | s or No. If yes, please |  |
| Part 2: Insurance C                            | overage Information  |                    |                         |                         |  |
| Directors & Officers                           | Liability Insurance carried                                  | during the past t  | three years including   | g expiring Policy.      |  |
| Insurer:                                       | Limits of Liability:   | Premium:           | Deductible:             | Policy Period           |  |
| Directors & Officers If yes, with which ins    | Liability Coverage has been surance company?                 | n continuously i   | n force since:          |                         |  |
| Has any policy for Di<br>No (circle response). | rectors and Officers liabilit<br>If yes, please give detail  |                    |                         | on-renewed? Yes or      |  |
| authorized representa                          | organization designated to tive(s) concerning this insu      | receive any and    |                         | Insurer or their        |  |

| Part 3: Employer Detail   |
|---|
| Total number of: Full Time Employees: Part Time Employees:  |
| Total number of Employees with annual salaries in excess of 50,000?  How many of these employees have annual salaries in excess of 100,000?   |
| Does the organization have a written procedure for hiring and firing employees? Yes or No   |
| Does a lawyer or human resource person review involuntary employment terminations prior to termination of an employee? Yes or No (circle response)  |
| Has there been a reduction of employees in the past 12 months? Yes or No (circle response)  |
| Is a reduction of employees anticipated in the next 12 months? Yes or No (circle response)  |
| Part 4: Claim Information   |
| Within the last 5 years has the organization or any individual proposed for insurance received any inquiry, complaint or notice of hearing from any Municipal, State Administrative Agency, Federal Regulatory Authority or Congressional or Legislative Committee of similar such agency? Yes or No  If yes, please explain  |
| Within the last 5 years, has any claim been made, or is any claim now pending, against the organization, or any person proposed for Insurance in the capacity of either Director, Officer, Trustee, Employee or Volunteer of the organization? Yes or No (circle response) IF YES, ADVISE ON A SEPARATE SHEET DETAILS OF THE DIRECTORS & OFFICERS LIABILITY INSURANCE AND REMEDIAL MEASURES TAKEN TO PREVENT A RECURRENCE OF SUCH CLAIM(S).   |
| Is any person proposed for this insurance aware of any fact, circumstance or situation which may result in a claim against the organization or any of its Directors, Officers, Trustees, Employees, or Volunteers? Yes of No (circle response) If yes, give detail.   |
|   |
| • Attach Financials   |
| Attach District Directory   |
| The undersigned declares that to the best of his/her knowledge and belief the statements set forth herein are true. The undersigned further declares that any occurrence or event taking place prior to the effective date of the insurance applied for which may render inaccurate, untrue, or incomplete will immediately be reported in writing to the Insurer and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer. |
| Signature:  |
| Title:  |
| Date:   |

#### TRAVELERS CYBERRISK COVERAGE INCLUDES THE FOLLOWING INSURING AGREEMENTS:

#### **Liability Insuring Agreements:**



#### **PRIVACY AND SECURITY**

Coverage for claims arising from unauthorized access to data, failure to provide notification of a data breach where required by law. failure to destroy confidential information, failure to comply with a privacy policy, wrongful collection of private or confidential information, failure to prevent a security breach that results in the inability of authorized users to gain system access, the participation in a DDoS attack, or the transmission of a computer virus.



#### MEDIA

Coverage for claims arising from copyright infringement, plagiarism, defamation, libel, slander, and violation of an individual's right of privacy or publicity in electronic and printed content.



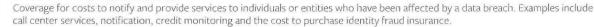
#### REGULATORY

Coverage for administrative and regulatory proceedings, civil and investigative demands brought by domestic or foreign governmental entities or claims made as a result of privacy and security acts or media acts.

#### **Breach Response Insuring Agreements:**



#### PRIVACY BREACH NOTIFICATION





#### **COMPUTER AND LEGAL EXPERTS**

Coverage for costs associated with analyzing, containing, or stopping privacy or security breaches; determining whose confidential information was lost, stolen, accessed, or disclosed; and providing legal services to respond to such breaches.



#### BETTERMENT

Coverage for costs to improve a computer system after a security breach, when the improvements are recommended to eliminate vulnerabilities that could lead to a similar breach.



#### CYRED EXTORTION

Coverage for ransom and related costs associated with responding to threats made to attack a system or to access or disclose confidential information.



#### **DATA RESTORATION**

Coverage for costs to restore or recover electronic data, computer programs, or software lost from system damage due to computer virus, denial-of-service attack or unauthorized access.



#### PUBLIC RELATIONS

Coverage for public relations services to mitigate negative publicity resulting from an actual or suspected privacy breach, security breach, or media act.

#### **Cyber Crime Insuring Agreements:**



#### COMPUTER FRAUD

Coverage for loss of money, securities, or other property due to unauthorized system access.



#### **FUNDS TRANSFER FRAUD**

Coverage for loss of money or securities due to fraudulent transfer instructions to a financial institution.



#### **SOCIAL ENGINEERING FRAUD**

Coverage for loss of money or securities due to a person impersonating another and fraudulently providing instructions to transfer funds.



#### **TELECOM FRAUD**

Coverage for amounts charged by a telephone service provider resulting from an unauthorized person accessing or using an insured's telephone system.

#### **Business Loss Insuring Agreements:**



#### **BUSINESS INTERRUPTION**

Coverage for loss of income and expenses to restore operations as a result of a computer system disruption caused by a virus or computer attack, including the voluntary shutdown of systems to minimize the business impact of the event.



#### **DEPENDENT BUSINESS INTERRUPTION**

Multiple coverage options for loss of income and expenses to restore operations as a result of an interruption to the computer system of a third party that the insured relies on to run their business.



#### SYSTEM FAILURE

Coverage for loss of income and expenses to restore operations as a result of an accidental, unintentional, and unplanned interruption of an insured's computer system.



#### **REPUTATIONAL HARM**

Coverage for lost business income that occurs as a result of damage to a business' reputation when an actual or potential cyber event becomes public.



Available through the Travelers Wrap+ and Executive Choice+ suite of products.

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Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

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As required by Chapter 2270, Government Code, McDonald & Wessendorff Insurance hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the policies included in this proposal. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, McDonald & Wessendorff Insurance represents and certifies that, at the time of execution of this proposal neither McDonald & Wessendorff Insurance, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

#### RESOLUTION AUTHORIZING INDEMNIFICATION OF DIRECTORS

THE STATE OF TEXAS
COUNTY OF HARRIS
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132

WHEREAS, Harris County Municipal Utility District No. 132 (the "District") is a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, the Board of Directors of the District (the "Board") has determined it is in the best interest of the District to indemnify its directors and former directors to the fullest extent allowed by law against all third-party claims and demands asserted against a director or former director by reason of his service on the Board;

#### NOW, THEREFORE, BE IT RESOLVED:

- 1. The District hereby indemnifies its directors and former directors to the fullest extent allowed by law against all third-party claims and demands asserted against a director or former director by reason of his service on the Board.
- 2. Such indemnification shall be paid from current available revenues and shall be paid only to the extent insurance proceeds are not available to cover the claim or loss.
- 3. The President and the Secretary of the Board are authorized to evidence adoption of this Resolution on behalf of the Board and to do all other things necessary or proper to carry out the intent hereof.

Dated: Navember 21, 2019.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132

Dugsidant

test:\_\_\_\_

By:

Secretary

51100073.1

Exmbit I

HC MUD-132 "Smart Meter" Expenditure and Installation Schedule

|           |   |                     | Ser                              | vice & Mater                     | ials                           |                         |                             |                             |                             | Install                     | ation                     |                            |                  |                 |
|-----------|---|---------------------|----------------------------------|----------------------------------|--------------------------------|-------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|---------------------------|----------------------------|------------------|-----------------|
| Date      | Comments / Details  | Service Cost,<br>\$ | Number<br>of Meters<br>Purchased | Accurate<br>Meter Cost,<br>\$/ea | Inframark<br>Handling<br>@ 10% | Total Meter<br>Cost, \$ | 2.0"<br>Meters<br>Installed | 1.5"<br>Meters<br>Installed | 1.0"<br>Meters<br>Installed | 5/8"<br>Meters<br>Installed | Installation,<br>\$/Meter | Configuration,<br>\$/Meter | Installation, \$ | Total Costs, \$ |
| Nov-19    | Board Approves project and signs<br>Badger/ Beacon Master Agreement                           | \$0.00              |                                  |                                  |                                |                         |                             |                             |                             |                             |                           |                            |                  | \$0.00          |
| Dec-19    | Bill for One Time Fees: Beacon Licence,<br>Beacon Management, Beacon Data to<br>AVR Interface | \$11,000.00         |                                  |                                  |                                | 1                       |                             |                             |                             |                             |                           |                            |                  | \$11,000.00     |
|           | Purchase 53 ea., 1 1/2" Meters  |                     | 53                               | \$1,150.00                       | \$115.00                       | \$67,045.00             |                             | 53                          |                             | _                           | Included                  | in Purchase \$             | \$0.00           | \$67,045.00     |
| Jan-20    | Purchase 82 ea., 2" Meters  |                     | 82                               | \$1,350.00                       | \$135.00                       | \$121,770.00            | 82                          |                             |                             |                             | Included                  | in Purchase \$             | \$0.00           |                 |
|           | Purchase 1,200 ea, 5/8" Meters  |                     | 1,200                            | \$295.00                         | \$29.50                        | \$389,400.00            |                             |                             |                             | 256                         | \$75.00                   | \$16.10                    | \$23,321.60      | \$412,721.60    |
| Feb-20    |   |                     |                                  |                                  |                                |                         |                             |                             |                             | 256                         | \$75.00                   | \$16.10                    | \$23,321.60      |                 |
| Mar-20    |   |                     |                                  |                                  |                                |                         |                             |                             |                             | 256                         | \$75.00                   | \$16.10                    | \$23,321.60      | \$23,321.60     |
| Apr-20    | Purchase 391 ea., 5/8" Meters   |                     | 391                              | \$295.00                         | \$29.50                        | \$126,879.50            |                             |                             |                             | 256                         | \$75.00                   | \$16.10                    | \$23,321.60      | \$150,201.10    |
| Αρι-20    | Purchase 198 ea., 1" Meters   |                     | 198                              | \$375.00                         | \$37.50                        | \$81,675.00             |                             |                             |                             |                             |                           |                            |                  | \$81,675.00     |
| May-20    |   |                     |                                  |                                  |                                |                         |                             |                             | 198                         |                             | \$82.00                   | \$16.10                    | \$19,423.80      | \$19,423.80     |
| 771d y 20 |   |                     |                                  |                                  |                                |                         |                             |                             |                             | 256                         | \$75.00                   | \$16.10                    | \$23,321.60      | \$23,321.60     |
| Jun-20    | L   |                     |                                  |                                  |                                |                         |                             |                             |                             | 256                         | \$75.00                   | \$16.10                    | \$23,321.60      | \$23,321.60     |
| Jul-20    | Handheld Instrument Fee   | \$8,465.60          |                                  |                                  |                                |                         |                             |                             |                             | 55                          | \$75.00                   | \$16.10                    | \$5,010.50       | \$13,476.10     |
|           |   | \$19,465.60         | 1,924                            |                                  |                                | \$786,769.50            | 82                          | 53                          | 198                         | 1,591                       |                           |                            | \$164,363.90     |                 |

Total Meters Purchased => 1,924 Total Service Cost => \$19,465.60

Total Meter Costs => \$786,769.50

Total Service & Material Costs => \$806,235.10

Total Installation Costs => \$164,363.90

Total Service, Material & Installation Costs => \$970,599.00



November 21, 2019

Subject: HC132 - AMR Badger Stainless Steel Meters

#### **Material and Installation:**

| Meter Size | Number<br>of Meters | Flat Rate for<br>Meter and<br>Installation | Total        |
|------------|---------------------|--|--------------|
| 5/8"       | 1591                | \$420.00                                   | \$668,220.00 |
| 1"         | 198                 | \$515.00                                   | \$101,970.00 |
| 1 ½"       | 53                  | \$1,269.40                                 | \$67,278.20  |
| 2"         | 82                  | \$1,489.40                                 | \$122,130.80 |

\$959,599.00

**Additional:** 

Beacon License: \$4,500

Beacon Management: \$2,500

Beacon Data to AVR Interface: \$3,000 Total with District Mark Up = \$11,000

Total: \$970,599.00

#### Monthly Subscription Charges (\$.89 per meter): \$1,712.36

\*Covers www.eyeonwater.com, cellular charges, software updates, and web hosting

#### **Time Line:**

4 to 6 Weeks to receive meters

5 to 6 months to install of meters

- \*3 Techs, 8 per day = 24 meters installed daily
- \*4 Days per Week = 96 meters
- \*384 meters per month

#### 5 to 6 months with no rain delays

\*Recommend installation to take place during off peak months.

Proposed Months: November to April

- \*Pricing is effective until 12/31/2020. On January 1, 2021, the pricing set forth herein shall increase by 5%.
- \*Inframark will retain and dispose of scrape meters.
- \*Inframark will bill material within 30 days upon receiving

|  | No. of Contract of |
|--|--|
| Approved:                                  |  |
| Harris County MUD No. 132, Board President | Date   |



#### **Beacon Districts:**

| District               | Installed Date - Completed    | Type of AMR Meter |
|------------------------|-------------------------------|-------------------|
| CNC8                   | 2018                          | E-Series-Poly     |
| *CNCSW2                | Starter Kit                   | E-Series          |
| CNCSW3                 | 2018                          | E-Series-Poly     |
| *CNCSW4                | Starter Kit                   | E-Series          |
| FB37                   | 2018                          | E-Series-SS       |
| FB57                   | 2015                          | PD                |
| FB119                  | 2019                          | E-Series-Poly     |
| **FB134C               | 3-year installation 2019-2021 | E-Series-SS       |
| FB151                  | 2018                          | E-Series-Poly     |
| **FB156                | December 2019                 | E-Series-SS       |
| HFB1                   | 2018                          | E-Series-Poly     |
| *HC132                 | Starter Kit                   |                   |
| **HC264                | April 2020                    | E-Series-Poly     |
| HC346                  | 2015                          | PD                |
| HC372                  | 2016                          | PD                |
| **HC374                | January 2020                  | E-Series-Poly     |
| *HC468                 | Starter Kit                   |                   |
| **MC111                | Dirt District - Developing    | E-Series-Poly     |
| NOC1                   | 2018                          | E-Series-Poly     |
| *Renn Road             | Starter Kit                   | E-Series-SS       |
| **Sherwood Oak Gardens | Dirt District - Developing    | PD                |
| Treviso                | 2018                          | PD                |

<sup>\*</sup>As of 10/23/2019 Starter Kit

<sup>\*\*</sup>As of 10/23/2019 currently installing AMR Meters

# YOUR WATER METER HAS BEEN UPGRADED!

Dear Fort Bend County MUD No. 156 Resident,

As part of our ongoing efforts to improve services to our customers, we are now offering you direct and secure access to your water usage data. The EyeOnWater suite of available tools includes a secure online website to review and analyze your usage patterns. A consumer smartphone app is also available, and can be downloaded from the app store.

With these tools, you are now able to view your hourly usage activity, and gain greater understanding and control of the amount of water you use. EyeOnWater Online provides easy to understand graphs and the ability to establish alerts - including identifying potential leaks.

Thank you, Fort Bend County MUD No. 156 Board

To access your personalized online portal visit:

www.eyeonwater.com/signup

You will need the following information to register for an online account: Zip code Account Number E-mail Address



Dear Westcreek Village Resident,

The Harris County MUD 264 is providing all water customers in our district with enhanced information and capabilities to manage their water consumption with the goal of improved water conservation. To that end, the Board has upgraded every water meter in the district to an Automatic Meter Reader or "AMR" meter.

The new AMR system provides residents the tools see daily water consumption. Residents can set up parameters for alerts; leaks and other high-usage situations can be detected early on, as opposed to waiting for resident to receive their bill reflecting high water usage.

The installation of AMR meters is complete. This letter contains information you need to access and utilize the capabilities of your AMR meter.

To establish your on-line access, follow these steps:

- 1. Visit <a href="https://eyeonwater.com/signup">https://eyeonwater.com/signup</a> using a supported computer web browser.
- 2. Enter your service area zip code: 77095
- 3. Enter your account number: 60264-264xxxxxxx (please enter using this format)
  - a. You can obtain your account number from a recent water bill. Or, contact INFRAMARK at 281-579-4500
- 4. Enter and confirm your email address. This will be your login username
- 5. Create and confirm a password.
  - a. Passwords must be a minimum of eight characters
  - b. The "password strength" indicator will show three bars when your password is sufficient
- 6. Read and Agree to the Terms of Use check the box
- 7. Click on "Create New User" to initiate your account
- 8. You will receive a confirmation email. You must verify your email address by clicking on the link in the email. Once you do, you can sign in using your email and password.

EyeOnWater has an intuitive user interface with on-line help that should guide you through the basic steps of configuring your account, setting up leak alerts, and monitoring your usage. In addition, we have posted self-help guides on our website <a href="https://www.HCMUD264.org">www.HCMUD264.org</a> and go to the section AMR Meters.

A smartphone app to access EyeOnWater is available for both Android and iPhone. Go to your respective app store and search for "EyeOnWater." Once the app is installed, you can signup and/or access your account the same as from your computer web browser.

Please forward any questions or concerns to Chris Townsend at Christopher. Townsend@inframark.com.

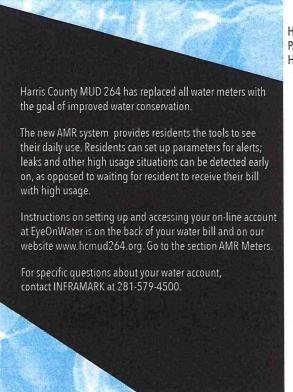
Regards,

Harris County MUD 264 Board of Directors



in a water meter box near you!

New Technology
Water Conservation Tools



Harris County MUD 264 P.O. Box 684000 Houston, TX 77268

**ÖINFRAMARK** 

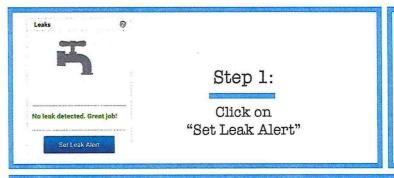
# Welcome to the Eye On Water home page!

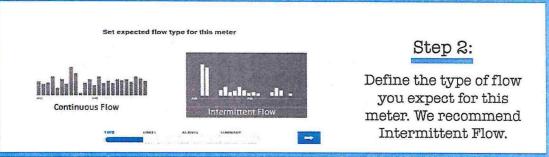


# Remember!

The water we save today can help save tomorrow!

# **Leak Notifications** are a useful way to monitor your system for potential leaks.





# Send an alert when Hourly continuous flow exceeds 0.1 Gallons/hr Tipe LIMITE ALERIG GHEMARY

# Step 3:

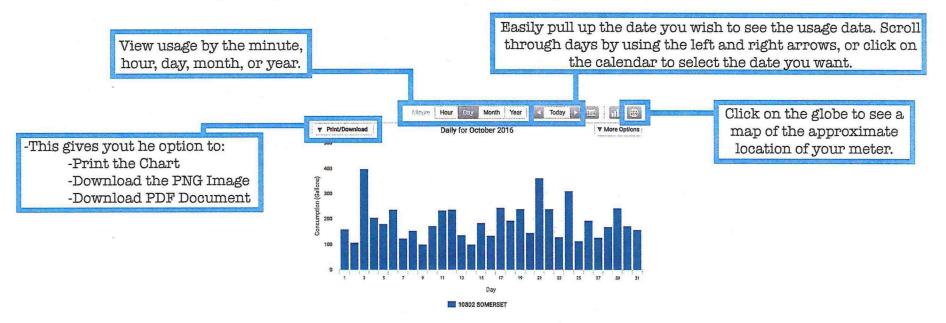
Determine the amount of gallons per hour to be exceeded for a notification to be sent. We recommend not to exceed 10 gallons per hour. Enter this amount in the "Hourly continuous flow exceeds," field. While your meter collects data every hour, it is updated once a day (you can see what time this takes place in the "Your Meter" section on the Home Page). Notifications will cover a 24 hour period, letting you know that in the past 24 hours the base flow per hour exceeded the amount that you set. Please refer to the "Water Usage" section below for an idea of average usage, keeping in mind that usage will vary depending on the needs of that household/business.



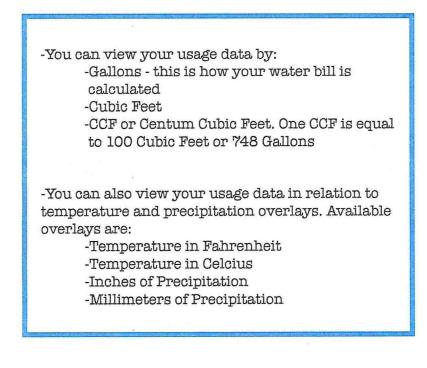
Set up where you want thenotification to be sent. You can set up multiple email addresses to receive alerts. Enter the email address in the "Add Email" field, then click on the plus button next to it. Repeat this as many times as you need to add all of the emails you wish to receive notifications. You can also set up a text alert to be sent. In the same "Add Email" field enter your phone number as an email address (for example, ATT customers would enter 1234567891@txt.att.net). Click on the inext to "Want to get alerts delivered as text messages directly on your phone?" for more information based on provider. In this step, you will also set up how often you want a reminder sent to you. You can set it up to remind you daily, once every two days, once a week, or even once a month.

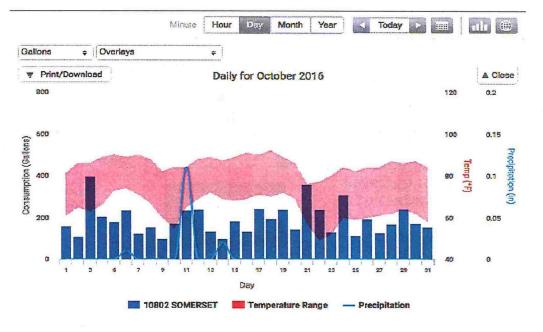


# Usage Graphs are a great way to keep an eye on your water usage.

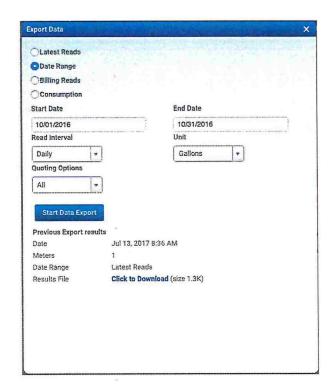


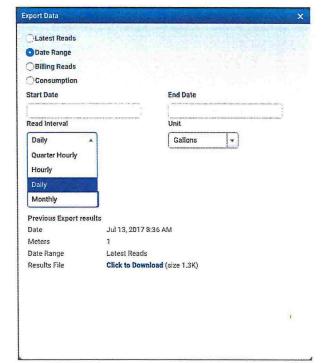
When you select the **More** Options tab on the graph above, you are given more viewing options:





# Exporting





When you export by Daily Meter Reads, it will generate a spreadsheet showing the actual meter reads for the specified time period you designate.

Select Daily Meter Reads. Then enter the start date and end date.

Select "Start Data Export" to run the report.

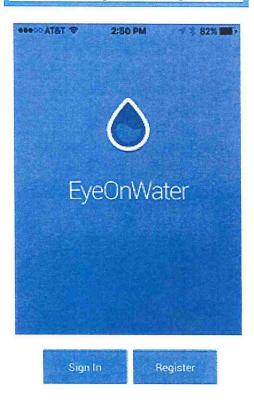
Choose what dates you'd like to view. It will then generate an excel spreadsheet that provides the usage in gallons based on the aggregation you select.

Select how you would like to receive the date: by hour, by day, or by month.

EyeOnWater has an app that is available for Android and Apple users.

Download it from your app store and sign in to your EyeOnWater account to easily access your usage on the go. You can even register for the first time on the app if you havent already

What are you waiting for?



Demo without account



# E-Series® Ultrasonic Meter

#### **PRODUCTS**

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters (stainless steel or engineered polymer), sizes 5/8", 5/8" x 3/4", 3/4", and 1", when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after April 1, 2013. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

#### MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time frames.

#### **Lead-Free Housings**

Twenty (20) years and six (6) months after shipment from Badger Meter.

#### Electronics, Battery, Transducers, and Register/ **Encoder Supplied with the Meters Listed Herein**

Twenty (20) years and six (6) months, prorated, after shipment from Badger Meter.

This warranty is prorated as follows: the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule: Years 11 through 12 — 75% discount; Years 13 through 15 — 50% discount; Year 16 — 40% discount; Year 17 — 30% discount; Year 18 — 20% discount; and Years 19 through 20 — 10% discount.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12-75% discount;
- Years 13 through 15—50% discount;
- Year 16—40% discount;
- Year 17-30% discount;
- Year 18-20% discount; and
- Years 19 through 20-10% discount.

#### METER ACCURACY

The meter product will meet or exceed meter accuracy of  $\pm 1.5\%$ between the gallons per minute (gpm) "minimum flow rate" to "maximum flow rate" for twenty (20) years from date of shipment:

5/8" and 5/8" x 3/4" Meter

0.1 gpm to 25 gpm

3/4" Meter

0.1 gpm to 32 gpm

1" Meter

0.4 gpm to 55 gpm

#### **EXTENDED LOW-FLOW METER ACCURACY**

Badger Meter further warrants the meter product to meet or exceed extended low-flow accuracy of ±3% from the following "extended low-flow rates" to the "minimum flow rate" for twenty (20) years from date of shipment:

5/8" and 5/8" x 3/4" Meter

0.05 gpm up to 0.1 gpm

3/4" Meter

0.05 gpm up to 0.1 gpm

1" Meter

0.25 gpm up to 0.4 gpm

#### **PRODUCT RETURNS**

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

#### LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature and Installation and Operation Manuals (IOMs), or

**Badger Meter Warranty** 

which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

# **Exclusion of Consequential Damages and Disclaimer of Other Liability**

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

E-Series is a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2013 Badger Meter, Inc. All rights reserved.

#### www.badgermeter.com



# ORION® Cellular LTE-M and LTE Endpoints

#### **Managed Solution**

#### **PRODUCTS**

This warranty shall apply to Badger Meter ORION® Cellular LTE-M and LTE water endpoints and endpoint assemblies sold on or after February 7, 2019. Endpoint assemblies are water endpoints factory-connected to Badger Meter HR-E® LCD and HR-E® encoders, or E-Series® Ultrasonic meters.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

#### **MATERIAL AND WORKMANSHIP**

Badger Meter warrants all ORION Cellular LTE-M and LTE water endpoints (configured to the standard mode of operation set by the factory at time of shipment) and endpoint assemblies, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

| ORION Water Endpoints 1,2   | 20 years and 6 months after shipment |
|-----------------------------|--------------------------------------|
| ORION Endpoint Assemblies 1 | 20 years and 6 months after shipment |

<sup>1</sup> Products are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices at the time of Product return and according to the following prorated price discounts schedule:

| Year    | Discount % | Year | Discount % |
|---------|------------|------|------------|
| 11      | 70         | 16   | 45         |
| 12      | 65         | 17   | 40         |
| 13      | 60         | 18   | 35         |
| 14      | 55         | 19   | 30         |
| 15      | 50         | 20   | 25         |
| MENT SE |            | >20  | 0          |

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

#### **GUARANTEE OF NETWORK PERFORMANCE**

If the communication network that supports any ORION Cellular LTE-M or LTE endpoint in the Customer's meter service area ("Network") explicitly and publicly discontinues operation during the Product warranty time period stated herein, thereby rendering any endpoint unable to successfully transmit meter reading data ("Shut Down"), then for each Shut Down endpoint, as confirmed in writing by the Network operator and verified in writing by Badger Meter, Badger Meter will provide the following guarantee in exchange for applicable fees and minimum purchase commitments as described in Badger Meter's most current BEACON AMA Managed Solution Pricing Terms and Conditions document.

Badger Meter will supply a replacement endpoint that is supported by the most current technology readily available for full-scale use in the Customer's meter service area affected by Shut Downs ("Replacement endpoints") at no charge to the Customer for such Replacement endpoints during the first ten (10) years of the Product warranty time period, and according to the prorated price discount schedule stated herein, during the last ten (10) years of the Product warranty time period. Replacement endpoints are warranted for and under the balance of the original applicable endpoint warranty.

The Customer shall be responsible for all other direct and indirect costs associated with the Replacement endpoints, including but not limited to costs associated with installation and maintenance. If the Customer agrees to pay for shipping and Badger Meter's most currently published disposal fee per Replacement endpoint, Badger Meter will properly dispose of returned Shut Down endpoints.

#### **PRODUCT RETURNS**

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

#### LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

# **Badger Meter Warranty**

<sup>&</sup>lt;sup>2</sup> ORION water endpoints that are sold factory-connected to an E-Series® meter are warranted per the 20-year proration shown above. Refer to the appropriate E-Series Ultrasonic Meter Warranty for meter, electronics and battery coverage.

# Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

#### Making Water Visible®

E-Series, HR-E, Making Water Visible and ORION are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2019 Badger Meter, Inc. All rights reserved.

#### www.badgermeter.com

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Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0

Europe, Middle East Branch Office | Badger Meter Europa | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503

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Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11



# E-Series® Ultrasonic Meter

Cold Water Stainless Steel Lead-Free Meters, 1-1/2, 2 in.

#### **PRODUCTS**

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters, sizes 1-1/2 in. and 2 in., when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after July 31, 2017. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

#### **MATERIALS AND WORKMANSHIP**

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the following time frames.

#### **Lead-Free Housings**

Ten (10) years and six (6) months after shipment from Badger Meter.

# Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein

Ten (10) years and six (6) months after shipment from Badger Meter.

#### METER ACCURACY

The meter product will meet or exceed meter accuracy of  $\pm 1.5\%$  between the gallons per minute (gpm) "minimum flow rate" to "maximum flow rate" for ten (10) years from date of shipment:

#### 1-1/2 in. Meter

1.25 gpm to 100 gpm

#### 2 in. Meter

1.5 gpm to 160 gpm

#### **EXTENDED LOW-FLOW METER ACCURACY**

Badger Meter further warrants the meter product to meet or exceed extended low-flow accuracy of  $\pm 3\%$  from the following "extended low-flow rates" to the "minimum flow rate" for ten (10) years from date of shipment:

#### 1-1/2 in. Meter

0.4 gpm up to 1.25 gpm

#### 2 in. Meter

0.5 gpm up to 1.50 gpm

#### **PRODUCT RETURNS**

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

#### **LIMITS OF LIABILITY**

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature, or which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

# Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

#### Making Water Visible®

E-Series ia a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2017 Badger Meter, Inc. All rights reserved.

#### www.badgermeter.com

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Legacy Document Number: ESM-W-03



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| This BEACON A      | MA MANAGED         | SOLUTION MASTER AGREEMENT ("Agre             | eement") is entered     |
|--------------------|--------------------|--|-------------------------|
| into as of the     | day of             | , 2019 (the "Effective Date") by and         | between Badger          |
| Meter, Inc., a Wis | consin corporation | on with offices located at 4545 W. Brown Dee | er Road, Milwaukee,     |
| Wisconsin 53223    | ("Badger Meter")   | ), and Harris County Municipal Utility Dist  | rict No. 132,           |
| ("Customer"), eit  | her of which are   | sometimes referred to hereafter as a "Party" | and collectively as the |
| "Parties".         |                    | •  | 92                      |

- (1) SERVICE. Badger Meter and its cellular service aggregator and data-hosting service providers ("Suppliers") have developed a hosted, on-demand, web-based service website ("Portal") accessible by its customers to provide metering and water usage service information, communicated through a cellular network, for its customers ("Service"), and documentation to assist customers in using the Portal and the Service ("Documentation").
- (2) RIGHT TO ACCESS AND USE THE PORTAL AND SERVICE. In consideration of the payment of the Service Fees as set forth in Section (5), Badger Meter grants to Customer, its employees and contractors that Customer approves as users of the Service ("Authorized User") and Customer's approved end-user water customers ("Authorized Consumer") the right to remotely access and use the Service from the Portal (as then currently configured) for Customer's internal business use and for the benefit of its Authorized Consumers in accordance with this Agreement.

# (3) OWNERSHIP OF PORTAL AND SERVICE.

- (a) Badger Meter Service. Badger Meter owns all rights, title and interest in the Portal, Service and Documentation, including all associated intellectual property rights. Neither Customer, nor its Authorized Users or Authorized Consumers will obtain any rights, title or interest in the Portal, Service, or Documentation or any associated intellectual property rights, other than the right to access and use the Portal, Service and Documentation, subject to the terms of this Agreement.
- **(b)** Suggestions. If Customer provides Badger Meter any suggested improvements ("Suggestions") to the Portal, Service or Documentation, Customer agrees that Badger Meter will own all rights, title and interest in and to the Suggestions, even if Customer has designated the Suggestions as confidential. Badger Meter will be entitled to use the Suggestions without restriction. By entering into this Agreement, Customer irrevocably assigns, conveys and transfers to Badger Meter all right, title and interest in and to the Suggestions.
- (4) **TERM.** The term of this Agreement begins on the Effective Date and continues for a ten (10) year term unless earlier terminated in accordance with Section (16) of the Agreement (the "**Term**").

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- (5) **FEES.** 
  - (a) Service Fees. In consideration for the right to access and use the Portal, Service and Documentation, Customer agrees to pay Badger Meter certain fees ("Service Fees") to obtain enterprise-wide access to the Portal, Service and Documentation, authorizing all of its Authorized Users and Authorized Consumers to use the Portal and Service and Documentation in accordance with the terms of this Agreement, pursuant to the pricing set forth in <a href="Exhibit 1-Fees">Exhibit 1-Fees</a>. To the extent permitted by law, payment of invoices by Client shall be governed solely by the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code (the "Texas Prompt Payment Act").
  - **(b) Updated Schedule of Fees.** At least ninety (90) days prior to the expiration date of the Term ("**Anniversary Date**"), Badger Meter will provide Customer with an updated Schedule of Fees for the Service for the upcoming contract term.
- (6) **RESTRICTIONS ON RIGHT TO USE.** Customer agrees that Customer will not use or knowingly permit or assist its Authorized Users, Authorized Consumers or others to use the Portal, Service or Documentation in violation of this Agreement and will not knowingly:
  - (a) Sell, license, resell, sublicense, or otherwise permit any third parties other than Authorized Users or Authorized Consumers to access or use the Portal, Service, or Documentation.
  - **(b)** Remove patent, copyright, trademark or other intellectual property markings from the Portal, Service or Documentation.
  - **(c)** Modify, alter, tamper with, repair or otherwise create derivatives from the Portal, Service or Documentation.
  - **(d)** Copy, reverse engineer, disassemble or decompile the Portal, Service or Documentation or apply any other process or procedure to derive the source code from any software included in the Portal or Service.
  - **(e)** Provide Customer Content (as defined below) that infringes on the intellectual rights of any person or entity or use the Portal, Service or Documentation in violation of the intellectual property rights of Badger Meter, its Suppliers or any third party.
  - **(f)** To the best of its knowledge, use the Portal or Service in a manner that violates any applicable international, federal, state or local laws, rules or regulations.
  - **(g)** Assert, authorize, or encourage any third party to assert against Badger Meter, its affiliates, customers, vendors, business partners, Servicers or licensors any intellectual property infringement Claim regarding the Portal, Service or Documentation.



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- (h) Transmit content or messages that are illegal, fraudulent, threatening, abusive, defamatory, or obscene.
- (i) Make any unauthorized connection to Badger Meter's information technology architecture ("Network").
- (j) Communicate any unsolicited commercial, voice, SMS, or other message.
- (k) Upload or transmit any "virus," "worm," or malicious code or access, alter, or interfere with the communications of and/or information about another customer.
- (l) Take actions that could cause damage to or adversely affect Badger Meter, the Service, Portal, Suppliers, Network or the property of Badger Meter or its Suppliers.

Customer and Badger Meter agree to make good faith efforts to minimize abuse or fraudulent use of the Portal and Service, to promptly report to each other any such abuse or fraudulent use of which they become aware, and to fully cooperate in any investigation or prosecution initiated by Badger Meter, its Suppliers or Customer related to abuse or fraudulent use of the Portal and Service.

(7) **CUSTOMER SUPPORT.** Badger Meter will provide Customer the support services described in **Exhibit 2 - Service Level Agreement.** 

#### (8) CUSTOMER CONTENT.

- (a) Customer Content Defined. Customer, its Authorized Users and Authorized Consumers, will provide to Badger Meter and its Suppliers certain text, audio, video, images, Customer Data (as defined below), customer billing information, personally identifiable information ("PII") or other content ("Customer Content"). As of the Effective Date, Badger Meter does not store Authorized User's financial PII in the Service. Upon mutual written agreement of the Parties, if Badger Meter offers a future Service feature that holds certain financial PII to the benefit of the Customer and its Authorized Consumers, the Parties agree to negotiate the appropriate standard to which Badger Meter must comply to securely care for, handle and store the financial PII.
- **(b)** Ownership. The Parties agree that the Customer Content is and shall remain the sole and exclusive property of Customer and/or its licensors or Authorized Consumers, including but not limited to any intellectual rights in the Customer Content.
- (c) Use of Customer Content by Badger Meter. Customer, its Authorized Users and Authorized Consumers consent to Badger Meter and its Suppliers' right to host, access, store, copy and use the Customer Content as reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation. Badger Meter may disclose certain Customer



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Content only to provide the Service to Customer, its Authorized Users and Authorized Consumers or to comply with the law or request of a governmental or regulatory body (including subpoenas or court orders). Badger Meter will give Customer reasonable notice of a request from a governmental entity to allow Customer to seek a protective order or other appropriate remedy (except to the extent such notice would violate a court order or other legal requirement).

(d) Customer Responsibilities. Customer is solely responsible for the development, content, operation and maintenance of the Customer Content, including but not limited to the technical operation of the Customer Content, and ensuring that calls made to the Service from Customer's network are compatible with then-current Application Programming Interfaces for the Service. Customer agrees to use commercially reasonable efforts to ensure that Customer, its Authorized Users and Authorized Consumers comply with this Agreement, the Badger Meter Terms of Use Policy, the Badger Meter Privacy Policy or any other policies referenced in this Agreement and the law. Predicated on the Customer properly and thoroughly documenting and communicating to its Authorized Consumers the Authorized Consumers' duties and responsibilities in this Agreement, the Parties understand that Customer is unable to control individual Authorized Consumers' actions and an Authorized Consumer is solely responsible for any actions such Authorized Consumer may take. Customer will respond to any Claims related to the Customer Content and is responsible for properly handling and processing notices sent to Customer by any person claiming that the Customer Content violates such person's legal rights, including notices pursuant to the Digital Millennium Copyright Act.

#### (9) CONFIDENTIALITY.

- (a) Confidential Information Defined. For purposes of this Agreement, "Confidential Information" means all nonpublic information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is designated as confidential or that given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including but not limited to: (a) nonpublic information related to Badger Meter or its affiliates, Suppliers, business partners, technology, customers, business plans, intellectual property, promotional and marketing activities, finances and other business affairs; (b) third party information Badger Meter is obligated to keep confidential; (c) Badger Meter's intellectual property used in providing the Portal, Service or Documentation; (d) the Customer Content, but only to the extent that Customer Content contains proprietary information, billing information or other personally identifiable information ("Customer Data"); (e) Traffic Data; and (f) any other information that is required to be kept confidential under law.
- **(b) Protection of Confidential Information**. To the extent permitted by law, each Party agrees to hold the other Party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential



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Information of the other Party to any third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement. To the extent permitted by law, the Parties will take commercially reasonable steps to avoid disclosure, dissemination or unauthorized access to or use of the Confidential Information during the Term and for a period of five (5) years after the end of the Term, except Confidential Information which is designated as a trade secret or included in Customer Data, which shall continue to be subject to these confidentiality obligations in perpetuity, provided that the Disclosing Party has provided the Receiving Party with written confirmation that such Confidential Information is designated as a trade secret. Each party agrees it will not knowingly misrepresent the relationship between the Parties (including by expressing or implying that the other Party supports, sponsors, endorses or contributes to such Party or its business endeavors) or express or imply any relationship or affiliation between Badger Meter and Customer or any other person or entity except as expressly permitted by this Agreement.

- (c) Ownership of Customer Data. All Customer Data pertaining to Customer or its Authorized Consumers is considered Confidential Information of Customer and owned by Customer. Customer grants Badger Meter and its Suppliers the right to host, access, store, copy, and use the Customer Data as is reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation.
- **(d) Traffic Information.** All de-identified data generated or collected by Badger Meter through operation of the Portal and Service is referred to as the "**Traffic Data**." All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.
- (e) Third Party Requests for Confidential Information. Except as otherwise required by law, neither Party may disclose the other Party's Confidential Information except to a Supplier, subject to the restrictions in this Agreement, or an Authorized User or Authorized Consumer. If a Party receives a request for access to the other Party's Confidential Information from a third party, the Receiving Party agrees to inform the Disclosing Party in writing within five (5) business days of receipt of the request unless prohibited by law.
- (f) Exclusions from Confidential Information. Confidential Information of a Party shall not include information which: (i) is in or becomes part of the public domain through no fault of the Receiving Party; (ii) the Receiving Party can prove was known to it prior to its receipt from the Disclosing Party without reference to the Confidential Information; (iii) is independently developed by the Receiving Party outside of this Agreement without use of the Disclosing Party's Confidential Information; (iv) is obtained by the Receiving Party from a third party which had no obligation of confidentiality to the disclosing party; or (v) is "public information" subject to disclosure under the Texas Public Information Act; or (vi) is disclosed pursuant to applicable law or regulation or by operation of law.



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- (10) **CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants to Badger Meter that:
  - (a) Authority. Customer has the right and authority to enter into this Agreement and to meet its financial and legal obligations under this Agreement.
  - (b) Ownership. To the best of its knowledge, Customer, its licensors, its Authorized Users and/or its Authorized Consumers, own all rights, title and interest in and to the Customer Content, including but not limited to the Customer Data. Customer has all rights in the Customer Content necessary to grant the rights to Badger Meter contemplated under this Agreement.
  - **(c)** Compliance with Badger Meter Policies. To the best of Customer's knowledge, none of the Customer Content or the use of the Customer content, the Portal or Service by Customer, its Authorized Users or its Authorized Consumers will violate Badger Meter's Terms of Use Policy or Privacy Policy.
  - (d) No Infringement. To the best of Customer's knowledge, none of the Customer Content infringes the intellectual property rights of any third party or is the subject matter of any pending or threatened lawsuit, legal proceeding or claim.
  - (e) Compliance with the Law. Customer will not access or use or knowingly permit its Authorized Users or Authorized Consumers to access or use the Portal, Service or Documentation in any manner that violates any applicable international, federal, state or local laws and/or regulations, including but not limited to all applicable data protection, intellectual property and privacy laws.

#### (11) REPRESENTATIONS AND WARRANTIES OF BADGER METER.

- (a) Authority. Badger Meter represents and warrants to Customer that it has the right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- **(b) Service Warranty.** Badger Meter represents and warrants to Customer that the Portal and Service will be provided pursuant to **Exhibit 2 Service Level Agreement**. In providing the Portal and Service, Badger Meter will maintain sufficient data storage capacity to satisfy the technical requirements and required storage capacity to host the Portal and Service. If Customer allows unauthorized users to access the Portal, Service or Documentation, this express limited warranty shall not apply while such unauthorized use is continuing.
- (c) Remedy for Breach of the Express Limited Warranty. If the Portal, Service or Documentation fail to meet the terms of the express limited warranty set forth in Section 11(b), Customer is required to notify Badger Meter in writing of any alleged failure and provide



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information to support its warranty claim, as detailed in <u>Exhibit 2 – Service Level Agreement</u>. Customer's exclusive remedy for a breach of the express limited warranty is a Service credit to be calculated in accordance with <u>Exhibit 2 – Service Level Agreement</u>.

(d) DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 11(b), BADGER METER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE PORTAL, SERVICE OR DOCUMENTATION. BADGER METER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL, SERVICE OR DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, INDUSTRY PRACTICE OR USAGE OF TRADE.

BADGER METER EXPRESSLY DISCLAIMS THAT THE PORTAL AND SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY, COMPLETENESS OF THE PORTAL OR SERVICE OR THAT ANY CONTENT, INCLUDING THE CUSTOMER CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

- (e) ESSENTIAL TERMS. THE ENFORCEABILITY OF THIS SECTION (11) IS ESSENTIAL TO BADGER METER'S WILLINGNESS TO ENTER INTO THIS AGREEMENT WITH CUSTOMER.
- (12) LIMITATION OF LIABILITY. IF ANY PARTY DEFAULTS IN ITS OBLIGATIONS UNDER THIS AGREEMENT AND SUBJECT TO THE LIABILITY CAP SET FORTH IN SECTION (13):
  - (a) DIRECT DAMAGES. THE NON-BREACHING PARTY WILL BE ENTITLED TO RECOVER FROM THE BREACHING PARTY ONLY THE ACTUAL AND DIRECT DAMAGES THAT THE NON-BREACHING PARTY INCURS AS A RESULT OF SUCH BREACH.
  - (b) LIMITS ON DAMAGES. EXCEPT FOR PAYMENT OBLIGATIONS (i) ARISING UNDER SECTIONS (14) AND (15) (INDEMNIFICATION), (ii) DAMAGES FOR NEGLIGENCE, OR WILLFUL MISCONDUCT OR CLAIMS FOR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY NOR ANY OF ITS RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED USER, AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, FINES, JUDGMENTS, SETTLEMENTS, COSTS, EXPENSES, ATTORNEY'S FEES, AND COURT COSTS OR ANY OTHER LIABILITIES OF ANY NATURE WHATSOEVER, INCLUDING



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BUT NOT LIMITED TO THE PORTAL, SERVICE, DOCUMENTATION OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM").

- (c) NO CONSEQUENTIAL DAMAGES (BADGER METER). IN NO EVENT SHALL BADGER METER BE LIABLE TO CUSTOMER, AN AUTHORIZED USER, AN AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; (B) ANY CLAIMS RESULTING FROM LOSS OF DATA, CUSTOMER CONTENT, CUSTOMER DATA, BREACH OF CONFIDENTIALITY, LOST REVENUE, LOST PROFITS, LOSS OF CONTRACT OR OF OTHER ECONOMIC ADVERSITY; OR (C) ANY CLAIM ARISING IN CONTRACT, TORT, OR OTHERWISE.
- (D) NO CONSEQUENTIAL DAMAGES (CUSTOMER). IN NO EVENT SHALL CUSTOMER BE LIABLE TO BADGER METER OR ANY OF ITS AFFILIATES FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; (B) ANY CLAIMS RESULTING FROM LOSS OF DATA, CUSTOMER CONTENT, CUSTOMER DATA, BREACH OF CONFIDENTIALITY, LOST REVENUE, LOST PROFITS, LOSS OF CONTRACT OR OF OTHER ECONOMIC ADVERSITY; OR (C) ANY CLAIM ARISING IN CONTRACT, TORT, OR OTHERWISE.
- (E) NEITHER BADGER METER NOR ANY OF ITS AFFILIATES, SUPPLIERS OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE PORTAL OR SERVICE, INCLUDING AS A RESULT OF ANY: (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE; OR (ii) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO AS A RESULT OF A POWER OUTAGE, SYSTEM FAILURE OR OTHER INTERRUPTION; (B) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; (C) ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS MADE BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA.
- (F) INDEPENDENT LIMITATIONS. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND WILL APPLY NOTWITHSTANDING THAT A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND IRRESPECTIVE OF THE MANNER IN WHICH THE CLAIM IS MADE.



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(13) **CAP ON DAMAGES.** Notwithstanding anything to the contrary contained in this Agreement and to the extent allowed by law, either Party's total liability during any calendar year for claims made by the other Party or any third party arising from or related to the Portal, the Service or the Documentation may not exceed the amount paid by Customer for the previous twelve (12) month period prior to the date of the claim.

#### (14) CUSTOMER'S INDEMNIFICATION OBLIGATIONS.

- (a) Generally. Subject to the limitations of liability set forth in Section 12 of this Agreement and to the extent permitted by law and to the extent Customer is negligent, Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its parents, subsidiaries, affiliates, officers, employees, agents, licensors, Suppliers, representatives and customers and each of their respective employees, officers, directors, members and representatives (the "Badger Meter Parties"), from and against legal proceedings filed against the Badger Meter Parties by any third party arising directly out of or related directly to: (i) Customers, Authorized Users or Authorized Consumers negligent or wrongful access and use of the Portal, Service, or Documentation; (ii) a bona fide and material violation of applicable law by Customer, its Authorized Users or Authorized Consumers; (iii) the Customer Content or the combination of the Customer Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights related to the Customer Content or by the use, development, design, producing, advertising or marketing of Customer Content; or (iv) a bona fide and material dispute between Customer and any Authorized User or Authorized Consumer.
- **(b) Procedure for Indemnification.** Upon receipt of a Claim for which Customer is required to indemnify Badger Meter pursuant to the terms hereof, Badger Meter will provide prompt written notice to Customer of the Claim for which the Badger Meter Parties seek indemnification. Badger Meter's failure to promptly notify Customer will only affect Customer's obligation to indemnify the Badger Meter Parties to the extent such failure causes actual prejudice to Customer's ability to defend the Claim. The notice must include a description of the Claim with reasonable detail of the facts giving rise to the Claim. Upon receipt of notice of a Claim, Customer shall be obligated to assume and control the defense of such Claim at its own expense. The Badger Meter Parties may retain their own counsel to cooperate in defending the Claim, at their own expense. The Badger Meter Parties agree to cooperate with Customer in defending the Claim and in making available to Customer all witnesses, records, materials and information in their possession or control to assist in the defense of the Claim, as is reasonably requested by Customer. Customer may not settle or compromise any Claim on behalf of Badger Meter or consent to the entry of any judgment on behalf of Badger Meter unless Badger Meter provides prior written consent and the Badger Meter Parties are given an unconditional written release from Customer with respect to the Claim. In the event Customer fails to defend, indemnify, and hold the Badger Meter Parties harmless, after notice of a request for indemnification, the Badger Meter Parties shall be entitled to assume the defense and seek



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reimbursement from Customer for all losses with regard to the Claim and all attorneys' fees and litigation costs expended by the Badger Meter Parties in defending the Claim.

#### (15) BADGER METER'S INDEMNIFICATION OBLIGATIONS.

- (a) Generally. Subject to the limitations of liability provisions set forth in Section 12 of this Agreement and to the extent Badger Meter is negligent, Badger Meter agrees to indemnify, defend and hold harmless Customer, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("Customer Parties") from and against any legal proceedings filed against the Customer Parties by a third party arising directly out of or directly related to: (i) Badger Meter's negligent or wrongful administration of the Portal, Service, or Documentation; (ii) bona fide and material violation of applicable law by Badger Meter or a Badger Meter affiliate; (iii) a bona fide and material dispute between Badger Meter and an Authorized Consumer, or (iv) based upon the allegations that the Portal, Service or Documentation infringes or violates a third party's patent, copyright or other intellectual property rights ("Intellectual Property Dispute").
- (b) Mitigation. If there is an Intellectual Property Dispute as set forth in subsection (a) and Badger Meter is enjoined, Badger Meter may, at no cost to customer, (i) procure for Customer the right to continue using the Portal and Service; (ii) modify the Portal and Service to avoid allegations of infringement, provided the modification does not materially change the functionality of the Portal and Service; or (iii) replace the Portal and Service with an equally suitable, functionally equivalent, non-infringing Portal and Service. In the event the Portal, Service and/or Documentation are found to infringe on any patent, copyright or other intellectual property right, Badger Meter shall, in addition to its indemnification obligations set forth above, take one of the actions set forth in clauses (i) through (iii) in the immediately preceding sentence at no cost to Customer.
- (c) Exclusions. Badger Meter assumes no liability for and Customer will not be entitled to receive indemnification from Badger Meter for any Intellectual Property Dispute which results directly from (i) Customer's failure to use the Portal or Service in conformity with the Documentation; (ii) Customer's actions in combining the Service with any third party software, technology, hardware or data; or (iii) Customer's violation of access granted in Section (2).
- (d) Procedure for Indemnification. Upon receipt of a Claim for which Badger Meter is required to indemnify Customer pursuant to the terms hereof, including an Intellectual Property Dispute, Customer will provide prompt written notice to Badger Meter of the Claim for which the Customer Parties seek indemnification. Customer's failure to promptly notify Badger Meter will only affect Badger Meter's obligation to indemnify the Customer Parties to the extent such failure causes actual prejudice to Badger Meter's ability to defend the Claim. The notice must include a description of the Claim with reasonable detail of the facts giving rise to the Claim.



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Upon receipt of notice of a Claim, Badger Meter shall be obligated to assume and control the defense of such Claim at its own expense. Customer may retain its own counsel to cooperate in defending the Claim, at its own expense. Customer agrees to cooperate with Badger Meter in defending the Claim and in making available to Badger Meter all witnesses, records, materials and information in Customer's possession or control to assist in the defense of the Claim as is reasonably requested by Badger Meter. Badger Meter may not settle or compromise any Claim or consent to the entry of any judgment unless Customer provides prior written consent and the Customer is given an unconditional written release from Badger Meter with respect to the Claim. In the event Badger Meter fails to defend, indemnify, and hold the Customer Parties harmless, after notice of a request for indemnification, Customer shall be entitled to assume the defense and seek reimbursement from Badger Meter for all losses with regard to the Claim and all attorneys' fees and litigation costs expended by Customer in defending the Claim.

#### (16) TERMINATION.

- (a) Termination for Convenience. Customer may terminate this Agreement for any reason by providing Badger Meter written notice of termination at least sixty (60) days in advance of the effective date of such termination. Badger Meter shall be entitled to receive compensation (per the terms of this Agreement) for any services performed hereunder through the date of the termination. After receipt of a notice of termination for convenience, Badger Meter will exercise reasonable diligence to accomplish the cancellation or diversion of related services and settle all outstanding liabilities associated with the cancellation of such commitments.
- **(b)** Termination for Cause. A Party is in default under this Agreement if it materially breaches or materially fails to perform its obligations under this Agreement, which includes any failure to make payment pursuant to Section (5) ("Event of Default").
- (c) Opportunity to Cure. Upon the occurrence of an Event of Default, the non-defaulting Party shall promptly deliver a written notice describing the Event of Default (the "Cure Notice"). If the receiving Party has not cured the Event of Default within thirty (30) days after receipt of the Cure Notice, then the non-defaulting party shall have the right to terminate this Agreement, at its option, by delivering to the defaulting Party a written notice of termination (the "Termination Notice").
- (d) Immediate Right to Terminate. Either Party shall have the right to immediately terminate this Agreement: (i) in order to comply with applicable law; (ii) if the other Party makes any representation or warranty of a material fact which is materially untrue as of the Effective Date or at any time during the Term; or (iii) upon an assignment for the benefit of creditors, if the other Party suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute relating to insolvency or for the protection of creditor rights or if the other Party becomes insolvent or technically bankrupt.



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- (e) Termination. Upon the effective date of termination: (i) Badger Meter may cease providing Services to Customer, its Authorized Users and Authorized Consumers; (ii) Customer, its Authorized Users and Authorized Consumers will have no further right to use the Portal, Service or Documentation, will immediately cease using the Portal, Service and Documentation, and will receive no further Service; (iii) each Party will deliver to the other Party any Confidential Information of the other Party in its possession or control; and (iv) Badger Meter will scrub the personally identifiable information from the Customer Data, within a reasonable time, up to one hundred twenty (120) days after termination. Customer will remain liable for any Service Fees incurred prior to termination.
- (f) Post Termination Assistance. At either the expiration of the Term without renewal, or upon a default by Customer and subsequent termination, Badger Meter will provide post-termination data retrieval assistance to Customer for an additional fee, which shall be invoiced at the rate of \$200/hour, with the number of hours required determined by the amount of data Customer wishes to extract from the Service; provided, however, that if this Agreement is terminated as a result of Badger Meter's default hereunder, Badger Meter shall provide post-termination data retrieval assistance at no charge to Customer. Any additional post-termination assistance from Badger Meter is subject to mutual agreement by the parties.
- **(g) Reinstatement Fee.** If Customer desires to reinstate access to the Portal and Service after termination, unless due to a Badger Meter breach, a reinstatement fee of \$7.50 per endpoint reinstated will apply.

#### (17) SUSPENSION OF SERVICES.

- (a) Nonpayment. Subject to the Texas Prompt Payment Act, Badger Meter may suspend the Service and access to the Portal and shall not be obligated to provide access to the Portal and Service to Customer, its Authorized Users or Authorized Consumers until all past due invoices for the Service have been paid in full, including any fees associated with suspension of the Service.
- (b) Network Protection. Customer acknowledges that Badger Meter (and any of its Suppliers) may restrict or suspend all or a portion of the Service or limit the Service as may be reasonably necessary to prevent or limit suspected fraud or any problem that materially and adversely affects the performance of the Service and/or is likely to do substantial damage to Badger Meter, Badger Meter's customers or Suppliers. Some of these actions may interrupt or prevent legitimate communications and usage. Such situations may arise: (a) if a device deployed on the Service is materially out of compliance with the technical requirements; (b) in case of actual or suspected fraudulent use; or (c) in case of disruptive or damaging operation.



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- (c) Notification. In the event that Badger Meter or one of its Suppliers restricts, suspends or cancels any portion of the Service or limits the operation of the Service, Badger Meter shall use commercially reasonable efforts to (i) promptly notify Customer in advance; (ii) provide reasonable information regarding its identification of the issue that resulted in the actions taken; and (iii) reinstate Service upon resolution of the issue as soon as practicable and in any case within a reasonable timeframe.
- (d) Immediate Suspension. Badger Meter may temporarily suspend Customer's or an Authorized Users' or Authorized Consumers' right to access or use the Service immediately upon notice to Customer if:
  - (i) Use of the Service poses a security risk to the Service, the Network or any third party, adversely impacts the Service, the Network or content of any other Badger Meter customer, or subjects Badger Meter or any third party to liability or fraud.
  - (ii) Customer or one of its Authorized Users or Authorized Consumers is in breach of this Agreement or Customer is delinquent on its payment obligations set forth herein, subject to the Texas Prompt Payment Act.

If any of the events in the preceding sentence occurs, Badger Meter shall promptly notify Customer and Customer shall have the right to terminate this Agreement immediately, subject to reinstatement fees, as set forth in Section 16(g).

- **(e) Reinstatement**. Badger Meter will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Service or accounts that gave rise to the suspension promptly after the problem giving rise to the suspension has been resolved.
- **(f) Effect of Suspension**. If Badger Meter suspends Customer's right to access or use all or any portion of the Service or the Portal:
  - (i) Customer remains responsible for all Service Fees and charges incurred through the date of suspension.
  - (ii) Customer remains responsible for any applicable Service Fees and charges for any Services to which Customer has continued access as well as applicable fees and charges.
  - (iii) Customer will be entitled to a service credit under the Service Level Agreement for any period of suspension, unless said suspension is a result of nonpayment by Customer or other breach of this Agreement by Customer.
  - (iv) Badger Meter's right to suspend the Services is in addition to Badger Meter's right to terminate this Agreement as set forth herein.



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(18) COMPLIANCE WITH REGULATIONS; DATA PRIVACY. Each party is responsible for complying with industry standards and such applicable laws and regulations, including, but not limited to, the generally accepted practices in the information technology service management industry for providing secure data handling and management, including meeting or exceeding Information Technology Infrastructure Library (ITIL) standards for logical and physical security and all requirements regarding the protection of data in its possession or under its control. A party will not be liable for any failure of the other party to comply with this requirement.

#### (19) DATA SECURITY AND RECOVERY.

- (a) Data Security. In order to protect the Customer Content and prevent unauthorized access to or use of the Customer Content, Portal or Service, Badger Meter shall implement commercially reasonable internal procedures and systems designed to protect the privacy and security according to the requirements set forth in <a href="Exhibit 3 BEACON AMA Managed">Exhibit 3 BEACON AMA Managed</a>
  <a href="Solution Security Policy">Solution Security Policy</a> ("Security Standards"), consistent with applicable international, federal, state and local laws. The purpose of the security policy is to identify reasonably foreseeable and internal risks to security and unauthorized access to Badger Meter's Network and the Customer Content and minimize security risks, including through risk assessment and regular testing. Badger Meter will designate one or more employees to coordinate and be accountable for the security program.
- (b) Protection of Customer Content. Badger Meter will implement reasonable and appropriate measures for the Badger Meter Network designed to help Customer secure the Customer Content against accidental or unlawful loss, access or disclosure in accordance with Badger Meter's Security Standards. Badger Meter may modify its Security Standards from time to time but will continue to provide at least the same level of security as described in the Security Standards as of the Effective Date. The security and data privacy provisions in this Section and the Security Standards contain Badger Meter's, and its Suppliers' entire obligation regarding the security, privacy and confidentiality of the Customer Content.
- (c) Data Storage. Badger Meter will employ commercially reasonable storage (including backup, archive and redundant data storage) and commercially reasonable precautions to prevent the loss of or alteration of Customer Content, but does not guarantee against any such loss or alteration. Badger Meter will not serve as Customer's official record keeper. Customer will maintain source documents of the Confidential Information (such as billing information) hosted by Badger Meter under this Agreement.
- (d) Customer Responsibilities. Customer is responsible for properly configuring and using the Service and taking steps to maintain appropriate security, protection and backup of the Customer Content, including but not limited to the use of encryption technology to protect Customer Content from unauthorized access and will perform routine archiving of the Customer



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Content. Further, Customer is responsible for regularly auditing its Authorized Users, and will enact internal procedures to remove Authorized Users from the Service if their job duties change and access is no longer appropriate, or if an Authorized User separates from Customer.

#### (e) Data Transmission Risks.

- (i) <u>Cellular Transmissions</u>. Badger Meter cellular endpoints conform to the AES256 encryption standards or the latest AES standard in effect. Customer acknowledges that neither Badger Meter nor its Suppliers can guarantee the privacy or security of any cellular transmissions as part of the Service. Customer acknowledges that cellular transmissions are capable of being intercepted by third parties without the knowledge or permission of Badger Meter or its Suppliers. Badger Meter and its Suppliers shall not be liable to Customer, the Authorized Users, the Authorized Consumers or any third party for interception or unauthorized use of any data transmitted through the cellular network, as part of the Service.
- (ii) Internet Transmissions. Customer acknowledges that security of transmissions over the Internet cannot be guaranteed. Badger Meter is not responsible for: (i) Customer's access to the Internet; (ii) interception, unauthorized use or interruptions of communications through the Internet; or (iii) changes or losses of data through the Internet, in each case other than to the extent caused by Badger Meter. In order to protect Customer Content, Badger Meter may suspend Customer, Customer's Authorized Users or Authorized Consumers access to or use of the Badger Meter Portal or Service via the Internet immediately, without prior notice, pending an investigation of any potential security breach.
- (f) Coverage Availability. The Service is provided using a wireless network. Actual signal availability in the Service Area will depend on the device used to access the Service as well as coverage for the applicable wireless network provided in specific geographic regions. Coverage may be refused, interrupted or limited by environmental factors such as signal strength, buildings, weather, geography, topography, or by factors affecting the Suppliers, such as usage concentration or by facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the Supplier's facilities. Any such factors may result in dropped and blocked connections or slower data speeds. Neither Badger Meter nor any of its Suppliers will be responsible to Customer or any of Customer's Authorized Users or Authorized Consumers for any such lapses in or obstructions to coverage. The Service Area is subject to change from time to time. Should Badger Meter receive notice from its Supplier that such Supplier intends to discontinue its support for the Badger Meter Service in all or part of the Service Area, Badger Meter will provide Customer with as much advance notice as practicable under the circumstances.



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- (g) Password Protection. Customer, its Authorized Users and Authorized Consumers will be required to select and use certain user names, passwords or codes to access and use the Service and Portal. Customer assumes sole responsibility for the selection, management and use of any codes or passwords as may be permitted or required for the access to and use of the Portal and Service by Customer, its Authorized Users and user identification codes for its Authorized Consumers. Customer agrees to maintain the privacy of usernames and passwords associated with the Badger Meter Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer or any third party arising from Customer's failure to comply with this Section.
- (h) Third Party Access. To the extent that Customer requests that Badger Meter provide any Customer Content to Authorized Users, Authorized Consumers or third parties or any non-U.S. location, Customer represents that it will use commercially reasonable efforts to (i) acquire any consents or provide any notices required to transfer such content or information and (ii) ensure such transfer will not violate any applicable international, federal, state or local laws and/or regulations.
- (i) Security Breach. If Badger Meter becomes aware of a security breach or any other event that compromises the security, confidentiality or integrity of the Customer Content ("Incident"), Badger Meter will promptly notify Customer in writing and take appropriate actions to resolve the Incident. Badger Meter will reasonably cooperate with Customer to investigate the nature and scope of any Incident. In its initial notification to Customer, Badger Meter will provide Customer with: (i) a description of the Incident; (ii) the estimated impact of the Incident on Customer's Content; (iii) the name and contact information of the person at Badger Meter who will be primarily responsible for resolving the issues for Customer; and (iv) the investigation taken and the suggested corrective action. Badger Meter will provide commercially reasonable cooperation to Customer in investigating, assisting with notification of the Incident and taking corrective action as requested by Customer.
- (j) Notification of Breach. In the event that applicable law requires notification to individuals of an Incident or if requested by Customer, Badger Meter will take additional mitigation steps for the benefit of Customer, including, but not limited to, providing reasonable assistance with drafting and sending of required notifications.
- (k) Disclosure of Customer Content. Badger Meter will only use the Customer Content to provide the Service to Customer and its Authorized Users and Authorized Consumers in accordance with this Agreement or to comply with the law or any governmental or regulatory body (including subpoenas or court orders). Badger Meter will give Customer reasonable notice of the request to allow Customer to seek a protective order or seek any other appropriate relief



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except to the extent required for Badger Meter to comply with a court order or other legal requirement.

- (20) EMERGENCY CHANGES; SYSTEM IMPROVEMENT. To the extent necessary to comply with changes in Federal (including international treaties and conventions to which the United States of America is a party), State, or local laws, rules and/or regulations relating to data privacy and security during the term of this Agreement, Badger Meter may from time to time, without Customer's approval, amend the Terms of Use, the Policies, the Portal or the Service, provided that such changes (i) do not increase Customer's total costs under this Agreement; (ii) do not require Customer to make any material changes to its systems, software, equipment, policies or procedures; (iii) do not have a material adverse impact on the functionality, interoperability, performance, reliability, security or resource efficiency of the Portal and Service; (iv) do not materially reduce the scope of the Portal and Service; and (v) are otherwise consistent with this Agreement. Badger Meter will publicize any changes by a notice given to Customer or by a prominent announcement on the BEACON Portal. Any such changes will not take effect until thirty (30) days after posting on the BEACON Portal. By continuing to use the Service after the effective date of the modification to the Terms of Use or Policies made pursuant to this Section (20), Customer agrees to be bound by the amended Terms of Use or Policies so long as same are not inconsistent with the first sentence of this paragraph. Customer shall be responsible for checking the BEACON Portal regularly for modifications to the Terms of Use and/or Policies. Badger Meter and its Suppliers may make temporary changes to the Portal and Service required by an emergency or threat to the security or integrity of the Portal or Service to respond to claims, litigation or loss of license rights related to third a party intellectual property rights or to comply with the law or requests of a government entity, as well as take actions deemed reasonably necessary to protect or optimize its Services. Some of these actions may interrupt or prevent legitimate communications and usage, including, for example, use of message filtering/blocking software to prevent SPAM or viruses, limitations on throughput, scheduled maintenance and the like. Badger Meter will provide notice by sending a message to the email address then associated with Customer's account and by posting it on Badger Meter's Website. Badger Meter will provide Customer with: (1) at least thirty (30) days' advance written notice of planned maintenance by Badger Meter; and (2) as much advance notice as reasonably possible of emergency changes or maintenance by Badger Meter Suppliers. Any actions resulting in permanent changes shall be only in compliance with this Section (20), including clauses (i) through (v) above.
- (21) **PRIVACY POLICY**. When accessing and using the Service, Customer agrees that Customer, its Authorized Users and Authorized Consumers will comply with the Badger Meter Privacy Policy located at https://beaconama.net/privacy/privacy.html.
- (22) **RIGHT TO SUBCONTRACT.** Badger Meter may subcontract the performance of any of its duties or obligations under this Agreement, and will use commercially reasonable efforts to subcontract only with subcontractors that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement. Such subcontracting shall not relieve Badger Meter of any of its obligations under this Agreement.



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## (23) GENERAL.

- (a) Binding Agreement. This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- **(b) Affiliates.** This Agreement covers provision of the Service to only the employees, agents and end-users of Customer. If Customer wishes to have any entity that directly or indirectly controls, is controlled by or is in common control with Customer to access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.
- (c) Assignment. Either Party may assign its rights and obligations under this Agreement only with the express written consent of the other Party. Any purported assignment or transfer in violation of this Section will be null and void. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this Agreement without the consent of Customer: (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; (iii) in the event of a merger; or (iv) in the event of a similar change of control, and Customer shall be notified of any such assignment in writing.
- (d) No Waiver. The waiver or failure of either Party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or remedy. All waivers must be in writing to be effective.
- **(e) Severability**. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions of this Agreement will be interpreted to effectuate the intent of the original Agreement. If such construction is not possible, the invalid or unenforceable portion of the Agreement will be severed from this Agreement, and the remainder of the Agreement will remain in full force and effect.
- **(f) Independent Contractors**. The Parties agree that Badger Meter is an independent contractor and that neither Party nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.
- **(g) Savings Clause.** The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.
- (h) No Third Party Beneficiaries. Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties which are not signatories to this Agreement.



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- (i) Governing Law. The terms of this Agreement are governed by the laws of the State of Texas, without reference to its conflict of laws principles. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- (j) No Claims Against or Liability of Badger Meter Suppliers. Customer acknowledges that the Service utilizes services that are furnished to Badger Meter and one or more Suppliers pursuant to agreements between Badger Meter and its Suppliers. Neither Customer nor any Authorized Users or Authorized Consumers has a contractual relationship with Badger Meter's Suppliers and neither Customer nor its Authorized Users or Authorized Consumers is a third party beneficiary of or will have any claim against Badger Meter's Suppliers in the event any such agreement expires or is terminated. Customer further acknowledges that the Suppliers disclaim all liability of any nature, whether legal or equitable, to Customer, its Authorized Users or Authorized Consumers, whether direct, indirect, incidental or consequential, arising out of the use of Badger Meter Portal or Service by Customer, its Authorized Users or Authorized Consumers, including any liability for personal injury or death, failure to be able to use the Service or otherwise. To the extent allowed by law, Customer agrees that neither it nor any Authorized Users or Authorized Consumers shall have any Claim against the Supplier of any kind with respect thereto, whether arising out of breach of contract, warranty, negligence, and tort or otherwise.
- (k) Initial Dispute Resolution Efforts. The parties shall act in good faith and use commercially reasonable efforts to attempt to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the parties or any of their respective subsidiaries, affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby.
- (24) **INJUNCTIVE RELIEF**: Notwithstanding the provisions of Section 23, either Party shall have the right to pursue injunctive, declaratory or other relief by the state and federal courts sitting in Harris County, Texas and waive any objection that they would otherwise have to venue in such courts.
- (25) **NOTICES.** All notices shall be in writing and delivered to the other Party by means of: (a) personal delivery set forth below; (b) courier (signature required upon delivery); (c) recognized overnight courier, at the following address; or (d) fax with proof of delivery. All notices must be provided in the English language.

If to Badger Meter: Legal Department, Attn: Assistant General Counsel 4545 W. Brown Deer Road Milwaukee, WI 53223



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If to Customer:
Norton Rose Fulbright
C/O HC MUD 132
1301 McKinney Street
Suite 5100
Houston, TX 77010

- (26) **SURVIVABILITY.** Any provision of this Agreement which that by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination, including, without limitation, Sections 3, 8(b), 9, 12, 13, 14, 15, 23(j), 26, 27, 31 and 32.
- (27) **LIMITATION OF CLAIMS.** No action arising under or in connection with this Agreement, regardless of the form, may be brought by either Party more than four (4) years after that Party becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the Claim.
- (28) **REMEDIES CUMULATIVE.** Except as expressly stated otherwise herein, all remedies provided for in this Agreement shall be cumulative, rather than exclusive, in nature, and each Party hereby reserves unto itself all remedies existing at law or in equity, including specific performance.
- (29) **FORCE MAJEURE.** Neither Party shall be liable to the other or any third party by reason of any failure or delay of its obligations under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, fires, storms, floods or other acts of nature, explosions, systemic electrical telecommunications or other utility failures, earthquakes, hurricanes, tornados, natural disasters, strikes, shortage of materials, work stoppage or other labor dispute, embargoes, riots, insurrections, acts of war or terrorism, or any action or restraint by court order or public or governmental authority ("Force Majeure Event"). The Party subject to the Force Majeure Event agrees to use commercially reasonable efforts to minimize the impact of the Force Majeure Event on the other Party.
- (30) **AMENDMENT.** This Agreement may only be amended by a written document signed by both Parties. Badger Meter will not be bound by and specifically objects to any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and that is submitted by Customer in any receipt, acceptance, confirmation, purchase order, correspondence or other documentation.
- (31) **ENTIRE AGREEMENT.** This Agreement, including all applicable Exhibits and policies, constitutes the entire agreement between the parties with regard to its subject matter. This Agreement supersedes all prior or contemporaneous agreements, discussions, negotiations, undertakings, communications, representations or proposals, whether written or oral.



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- (32) **ORIGINALS, COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together will be deemed to constitute one and the same document. This Agreement may be executed and delivered by facsimile signature or portable document format (.pdf) by electronic mail.
- (33) **FOREIGN TERRORISTS ORGANIZATIONS.** Pursuant to Chapter 2252, Texas Government Code, Badger Meter represents and certifies that, at the time of execution of this Agreement neither Badger Meter, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organizations as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807,051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- (34) **PROHIBITED BOYCOTT ACTIVITY.** As required by Chapter 2270, Texas Government Code, Badger Meter hereby verifies that Badger Meter does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm n, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signature Page Follows]



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IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties to this BEACON AMA Managed Solution Master Agreement by signing below:

| DISTRICT NO. 132                     |   |
|--------------------------------------|---|
| Signature                            |   |
| Printed Name                         |   |
| Title                                |   |
| Date                                 |   |
| BADGER METER, INC.                   | _ |
| Signature                            |   |
| Kimberly K. Stoll                    |   |
| Printed Name                         |   |
| Vice President - Sales and Marketing |   |
| Title                                |   |
| Date                                 | - |

HARRIS COUNTY MUNICIPAL UTILITY



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### **EXHIBIT 1**

#### **FEES**

- 1. Service Fees. Customer agrees to pay the following Service Fees, as consideration for the right to access and use the Portal, Service and Documentation during the Term, as well as applicable Taxes.
- **2. Invoicing.** Badger Meter shall issue invoices to Customer for Service and Support Fees on a monthly basis.
- 3. To the extent permitted by law, payment of invoices by Customer shall be governed solely by the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

BEACON Monthly Endpoint Subscription Fee

Hourly Data, Once Daily Call-in: \$0.89 per endpoint per month

Invoicing for monthly endpoint subscription fee starts at time of endpoint activation or 6 months from date of shipment, whichever comes first.



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#### **EXHIBIT 2**

#### SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") will go into effect upon completion of Endpoint Provisioning, which is the point during meter installation when the endpoint is installed and verified to provide data to the BEACON AMA Managed Solution.

## 1. CUSTOMER SUPPORT.

<u>Service Levels</u>. Within one (1) hour after a request for Customer Support Services from Customer, Badger Meter will respond to such request in accordance with the procedures set forth below. Customer may report the problem by phone, email or website provided by Badger Meter to Customer. Badger Meter will use commercially reasonable efforts to meet the response and resolution times set forth below:

| Severity Level             | Response Time | Resolution Time           |
|----------------------------|---------------|---------------------------|
| Level 1 - Service is       | 1 hour        | 6 hours                   |
| unavailable                |               |                           |
| Level 2 – certain          | 24 hours      | 24 hours                  |
| interruptions but          |               |                           |
| service is still available |               |                           |
| Level 3 - minor            | 24 hours      | 3 days                    |
| intermittent               |               |                           |
| malfunction                |               |                           |
| Level 4 – suggestions      | 24 hours      | Evaluated, scheduled and  |
| for new features or        |               | prioritized for potential |
| enhancements to            |               | inclusion in upcoming     |
| <b>BEACON</b> Portal and   |               | releases.                 |
| Service                    |               |                           |



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## 2. BEACON PORTAL AND SERVICE AVAILABILITY PROMISE.

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

• BEACON Portal and Service Availability of 99% within each calendar month, excluding any Emergency Downtime, Scheduled Downtime, any unavailability of the Portal and Service due to any Force Majeure Event and any unavailability of the Portal and Service less than fifteen (15) minutes in duration following written notice thereof.

## **Definitions**

"Availability" is the monthly uptime percentage with normal functionality of the Portal and the Service, calculated as described below.

"Emergency Downtime" means any unavailability of the Portal or Service due to a temporary suspension by Badger Meter to perform maintenance to address any, urgent and unexpected issue with the Portal or Service.

"Scheduled Downtime" means any unavailability of the Portal or Service due to scheduled maintenance. Scheduled maintenance may occur between 10:00 p.m. on Saturday to 4:00 a.m. on Sunday (Pacific Time) every week. Badger Meter shall have the right to change the scheduled maintenance times upon notice to Customer posted on the BEACON Portal. Badger Meter will use its best efforts to conduct any maintenance during non-peak activity times.

## CALCULATION of BEACON Portal and Service Availability:

Availability is measured by Badger Meter through standard monitoring software that tests the application availability at least every five (5) minutes and logs unavailability incidents (date and UTC time) for each monitored component.

Availability is calculated as the percentage of uptime in the applicable calendar month, excluding scheduled downtime:

$$\left(1 - \frac{Total Unavailia bilty \textit{Minutes}}{Total \textit{Minutes of Service Month} - Total \textit{Minutes of Approved Downtime}}\right)$$

## Where:

"Total Unavailability Minutes" is the cumulative unavailability time in minutes in the applicable month where the Portal and Service are not available due to unplanned outages or from systematic errors on the part of Badger Meter,

"Total Minutes of Service Month" is the cumulative time in minutes in the month in question, calculated by taking the number of days in month x 24 hours/day x 60 minutes/hour, and



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"Total Minutes of Approved Downtime" is the cumulative time in minutes in the applicable month where the Supplier applications are not available due to scheduled downtime; other planned scheduled outages, or approved exclusion conditions as defined in this Agreement.

In order to be included within the Total Unavailability Minutes: (a) Customer shall notify Badger Meter, in writing, via email (techsupport@badgermeter.com) of the unavailability of the Portal or the Service; (b) such unavailability shall be greater than fifteen (15) minutes in duration following Badger Meter's receipt of such notice; and (c) Customer shall notify Badger Meter, in writing, via email within twenty-four (24) hours of such unavailability that it should be included within the Total Unavailability Minutes unless such unavailability is due to any Emergency Downtime, Scheduled Downtime, or any unavailability of the Services due to any Force Majeure Event.

#### Service Credits

If Badger Meter fails to meet the BEACON Portal and Service Availability Promise, the following Service Credits apply:

| % of Availability in the Month | Service Credit(% of monthly recurring fees) |
|--------------------------------|---|
| ≥99%                           | 0%  |
| ≥98% and <99%                  | 5%  |
| ≥96.5% and <98%                | 10%   |
| ≥95.0% and <96.5%              | 15%   |
| <95.0%                         | 25%   |



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## 3. MONTHLY BILLING DATA SERVICE PROMISE.

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

 The BEACON AMA Managed Solution will successfully provide Monthly Billing Data for at least 97.0% of provisioned accounts at the time of billing request to the BEACON AMA Managed Solution.

## **Definitions**

"Managed Solution" is a system that consists of a network deployment using fixed network and/or cellular endpoints, where Badger Meter maintains the responsibility for managing the reading hardware and software for system operation over the Term of the Agreement.

"Provisioned Accounts" are accounts with cellular or fixed network endpoints that are discovered by the network, fully able to communicate with the network, and completely entered correctly in the BEACON AMA Managed Solution.

"Monthly Billing Data" is a valid meter reading obtained within three (3) days of the billing as performed through the BEACON AMA Managed Solution to provisioned accounts.

## CALCULATION of Monthly Billing Data Service Promise for Provisioned Accounts:

Monthly Billing Data success rate is calculated by the count of accounts in the billing cycle with meter read data within three (3) days ("Count of Billing Reads") divided by the number of active and Provisioned Accounts in the billing cycle ("Count of Total Billing Cycle").

Count of Billing Reads
Count of Total Billing Cycle

## Where:

"Count of Billing Reads" is the total number of accounts in the billing file with valid data that a billing quality reading is supplied for managed solution endpoints.

"Count of Total Billing Cycle" is the total number of accounts with valid data in the billing file being processed for managed solution endpoints.



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If Customer suspects that the Monthly Billing Data Service Promise has not been met for a particular Billing Cycle, (a) Customer shall notify Badger Meter, in writing, within twenty-four (24) hours of the occurrence, via email (techsupport@badgermeter.com) of the Count of Billing Reads and Count of Total Billing Cycle of managed solution endpoints; (b) the specific time and date when the billing read file was generated.

## Service Credits

If Badger Meter fails to meet the Monthly Billing Data Service Promise, the following Service Credits apply:

| % of Successful Billing               | Service Credit                |
|---------------------------------------|-------------------------------|
| Reads in the Applicable Billing Cycle | (% of monthly recurring fees) |
| ≥97.0%                                | 0%                            |
| ≥95.0% and <97.0%                     | 5%                            |
| ≥90.0% and <95.0%                     | 10%                           |
| ≤90.0%                                | 25%                           |



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## 4. MISCELLANEOUS.

### **Exclusions**

The BEACON Portal and Service Availability Promise and Monthly Billing Data Service Promise do not apply to any of the following performance issues:

- (i) Resulting from any actions or inactions of Customer, its Authorized Users or Authorized Consumers;
- (ii) Resulting from Customer or its suppliers equipment, software, or other technology and/or Customer's third party equipment, software, or other technology outside of Badger Meter's control;
- (iii) Caused by failures, including, but not limited to, internet connectivity, port availability, firewall configuration, or cellular networks at Customer's location;
- (iv) Resulting from Customer's breach of any term or condition under the Agreement;
- (v) Caused by unexpected or unintentional RF interference or signal obstruction caused by sources not present or not in use during endpoint installation;
- (vi) Caused by intentional RF interference or signal obstruction not present during endpoint installation, caused by third parties;
- (vii) Caused by Customer, an Authorized User's or an Authorized Consumer's misuse or abuse of the Portal or Service;
- (viii) During an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of the Service following such an event to allow for the system to return to normal operating ranges;
- (ix) Arising from Badger Meter's suspension or termination of Customer's right to use the BEACON Managed Solution in accordance with the Agreement;
- Arising from failure of Customer to follow Badger Meter's published installation, operation and maintenance instructions and Clarifications from Badger Meter's Preliminary Network Design;
- (xi) When outdoor temperatures either exceed or are below the endpoint operating temperature range as described in the applicable product data sheet.
- (xii) Accounts read using manual, touch read, handheld and mobile technology are not included as part of the Monthly Billing Data Service Promise, as these reading technologies are outside of Badger Meter's control.

In the event Badger Meter does not meet a Service Promise hereunder, Badger Meter will conduct a commercially reasonable root cause analysis of the Service promise failure. If circumstances outside of Badger Meter's control caused the Service promise failure, or if a failure falls under any other exclusions described hereunder, Customer will not be entitled to a Service Credit. If circumstances within Badger Meter's control caused the Service failure, Customer will be eligible to receive a Service Credit as described above.



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EXCEPT AS EXPRESSLY PROVIDED IN THIS SLA, THE SERVICE CREDITS SPECIFIED IN THIS SLA WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BADGER METER'S FAILURE TO MEET THE SERVICE PROMISE SPECIFIED IN THIS SLA.

Badger Meter will report Service Promises and applicable Service Credits upon request and upon a commercially reasonable frequency. Following each report, upon Customer request, the parties will discuss such performance and the extent to which any Service Credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology.

Upon agreement concerning the Service Credits due, such Service Credits will be applied against Badger Meter's charges in the months following the month in which the credits were incurred.



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## **EXHIBIT 3**

#### BEACON AMA MANAGED SOLUTION SECURITY POLICY

- 1. BEACON AMA Portal and Service Information Security Program. Badger Meter maintains an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) support the BEACON AMA Managed Solution, (b) identify reasonably foreseeable and internal risks to the BEACON Portal and Service security and unauthorized access to the Badger Meter Network, and (c) minimize security risks. The BEACON Portal and Service information security program includes the following measures:
  - 1.1 Network Security. The Badger Meter Network is electronically accessible to employees, and contractors necessary to provide the Portal and Service. Badger Meter maintains access controls and policies to manage what access is allowed to the Badger Meter Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Badger Meter maintains corrective action and incident response plans to respond to potential security threats.

## 1.2 Physical Security.

- 1.2.1 Physical Access Controls. Physical components of the Badger Meter Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign in with designated personnel, must show appropriate identification, and are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.
- **1.2.2 Limited Employee and Contractor Access.** Badger Meter provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for access privileges, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of Badger Meter or its affiliates.
- **1.2.3 Physical Security Protections.** All major access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.



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- **1.2.4 Pre-Employment Screening.** Badger Meter conducts criminal background checks, as permitted by applicable law, as part of pre-employment screening practices for employees commensurate with the employee's position and level of access to the Facilities. Badger Meter will not permit an employee to have access to the non-public Customer Content or perform material aspects of the Service if such employee has failed to pass such background check.
- 2. Continued Evaluation. Badger Meter will conduct periodic reviews of the security of its Badger Meter Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. Badger Meter will continually evaluate the security of its Badger Meter Network and associated Service to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.
- 3. Customer Responsibilities. System security is a shared responsibility between Badger Meter and Customer. Customer shall assign a systems service administrator to be responsible for establishing access and usage policies. Customer shall develop commercially reasonable policies and procedures to insure physical security, establishing account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for staff using the Service. The administrator shall also be responsible for policies and procedures related to Authorized Consumers access to their individual data resident on the Network.

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