

**NOTICE OF MEETING
FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1
OF
FORT BEND COUNTY, TEXAS**

Notice is hereby given that the Board of Supervisors of **Fort Bend County Fresh Water Supply District No. 1** will meet in **regular** session, open to the public, at **6:00 p.m. on Thursday, September 16, 2021**, at the Mustang Community Center, **4521 F.M. 521 North, Fresno, Fort Bend County, Texas, 77545**, a designated meeting place of the Board inside the boundaries of the District.

Electronic copies of the meeting materials are available at **www.fortbendwater1.com** at such time as the meeting occurs or by contacting **dlopez@sklaw.us**.

At the meeting the following items will be considered:

1. Hear from public solely regarding matters on the agenda (limited to 3 minutes per person).

2. Public hearing on 2021 tax rate.

3. Adopt Order Setting Tax Rate.

4. Approve Amended Notice to Sellers and Purchasers.

5. Discuss provision of additional water capacity to the City of Arcola and consider taking action therein, including:

A. Approve Temporary Water Service Agreement; and

B. Consider authorizing any and all necessary additional actions related to providing additional capacity to the City of Arcola.

6. Review Bookkeeper's Report and consider taking action thereon, including:

A. Approval of bills submitted to the District for payment.

B. Review Investment Report and authorize necessary action in connection therewith.

C. Review Collateral Pledge Report and Investment Policy and authorize necessary action in connection therewith including any amendments or changes thereto.

D. Discuss depository institutions and take any necessary related actions.

7. Review Tax Assessor/Collector's Report and consider taking action thereon, including:

A. Approve write-offs as recommended by the Fort Bend County Tax Assessor/Collector.

8. Review Engineer's Report and consider taking action thereon, including:

A. Report on status of projects including: (i) Water Plant No. 1 recoat work, (iv) Water Plant No. 2, (v) Gateway Acres Subdivision wastewater collection system, (vi) Fresno Ranchos Subdivision lift station and force main, and (vii) Gateway Acres Subdivision wastewater plumbing contract, and take action related thereto, including authorize advertisement of bids, award of contracts, approval of pay estimates and change orders.

B. Authorize Engineer to prepare plans and specifications for water and wastewater systems projects, and authorize solicitation/advertisement of bids for construction of water system and wastewater system projects as necessary.

C. Report on status of project funding, and take necessary action related thereto, including update on TCEQ Bond Application.

D. Report on projections for District Water and Wastewater Projects.

E. Discuss Emergency Preparedness Plan and take any necessary action related thereto.

F. Update concerning status of non-residential connections.

G. Update concerning emergency water interconnect with BC MUD 21.

H. Update of status of City of Arcola water plant.

I. Update on status of WWTP expansion.

J. Update concerning road widening projects within the District.

9. Review Operator's Report and consider taking action thereon, including:

A. Approval of repairs to water and wastewater systems.

B. Approval of requests for water taps.

C. Approval of water termination list.

D. Approve Addendum to Operations Contract, and Processing Agreement with Central Bank and Resolution Relating thereto.

10. Attorney's Report and consider taking action thereon, including:

A. Approval of minutes of meeting held on August 19, 2021.

B. Discuss and take action on Regional Facilities Contract.

C. Consider Right of Entry Agreement with North Fort Bend Water Authority for Automated Meter Reading System.

11. Regional Plant Committee Report and consider taking action thereon.

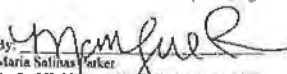
The meeting is also available by **ZOOM**, please use the link:

<https://us02web.zoom.us/j/83870904438?pwd=NFMyeTh6S3FRy9VREVVHU3RLNXISZz09>

The Meeting ID is 838 7090 4438 and the password is 511916.

Pursuant to V.T.C.A. Government Code §551, the Board of Supervisors may convene in closed session in relation to any agenda item included in this Notice with such closed session to be held at the date, hour, and place given in this Notice any and all subjects for any and all purposes permitted by V.T.C.A Government Code Chapter 551, including but not limited to, private consultation with the District's Attorney's on any or all matters or subjects authorized by law, pending or contemplated litigation, personnel matters, real estate transactions, security devices, economic development negotiations and/or gifts and donations.

**FORT BEND COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1**

By: 
Maria Salinas Parker
Saxford Kuhl Aagon Kuyke Parker Kalin LLP
Attorneys for the District



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Fort Bend County Fresh Water Supply District No. 1

Bookkeeper's Report

September 16, 2021

Cash Flow Report - Checking Account

As of September 16, 2021

Num	Name	Memo	Amount	Balance
BALANCE AS OF 08/20/2021				\$11,303.18
Receipts				
	Wire Transfer from Lockbox		116,626.60	
	City of Arcola Joint Water Payment		15,000.00	
	NFBWA - Winter Storm Freeze Credit		3,119.50	
	Fort Bend County Unclaimed Property		36,655.67	
	Wire Transfer From Money Market		160,000.00	
Total Receipts				331,401.77
Disbursements				
5873	City of Arcola	WWTP Expenses (2 Months)	(32,632.35)	
5899	AT&T Mobility - #0808	Ipad Expense	(181.00)	
5900	Hudson Energy Services, LLC	Utility Expense	(3,297.79)	
5901	North Fort Bend Water Authority	Pumpage Fees	(50,494.25)	
5902	Calvin Casher	Fees of Office - 9/16/21	(138.53)	
5903	Erasto Vallejo	Fees of Office - 9/16/21	(138.52)	
5904	Paul Hamilton	Fees of Office - 9/16/21	(138.53)	
5905	Rosa Linda Medina	Fees of Office - 9/16/21	(113.53)	
5906	Paul Hamilton	Fees of Office - WWTP Report	(138.52)	
5907	Briseida Figueroa	Deposit Refund	(79.00)	
5908	Elia Sanchez Gonzalez	Deposit Refund	(49.00)	
5909	Papa Nick's BBQ Kitchen	Deposit Refund	(340.49)	
5910	Veronica Delgado	Deposit Refund	(194.49)	
5911	Arbitrage Compliance Specilaists, Inc	Arbitrage Rebate Calculation	(2,250.00)	
5912	CDC Unlimited, LLC	Mowing Expense	(75.00)	
5913	City of Arcola	Purchase Sewer Service & Sewer Collections	(10,488.78)	
5914	DXI Industries, Inc.	Chemical Expense	(279.79)	
5915	Envirodyne Laboratories, Inc	Laboratory Fees	(130.00)	
5916	Environmental Development Partners	Maintenance & Operations	(42,699.99)	
5917	Fort Bend Central Appraisal District	Central Appraisal District Fees - Q1	(9,132.00)	
5918	Jacobs Engineering Group, Inc.	Engineering Fees	(41,255.94)	
5919	Municipal Accounts & Consulting, LP	Bookkeeping Fees	(6,195.44)	
5920	Sanford Kuhl Hagan Kugle Parker Kahn LLP	Legal Fees	(12,656.75)	
5921	AT&T Mobility - #0808	IPad Expense	0.00	
5922	Hudson Energy Services, LLC	Utility Expense - 14415 First St.	0.00	
5923	Hudson Energy Services, LLC	Utility Expense - 4521 1/2 FM 521	0.00	
5924	North Fort Bend Water Authority	Pumpage Fees	0.00	
ACH	Frontier Communications	Telephone Expense	(133.85)	
Total Disbursements				(213,233.54)
BALANCE AS OF 09/16/2021				\$129,471.41

Fort Bend County FWSD No. 1 - GOF
Cash Flow Report - Lockbox Account
 As of September 16, 2021

Num	Name	Memo	Amount	Balance
BALANCE AS OF 08/20/2021				\$1,501.56
Receipts				
	Accounts Receivable		96,797.86	
	Accounts Receivable		30,386.57	
Total Receipts				127,184.43
Disbursements				
Rtn Chk	Fort Bend County FWSD No 1	Returned Checks (1)	(65.00)	
Wire	Fort Bend County FWSD No 1	Wire Transfer to Checking	(116,626.60)	
Total Disbursements				(116,691.60)
BALANCE AS OF 09/16/2021				\$11,994.39

Cash Flow Report - Checking Account

As of September 16, 2021

Num	Name	Memo	Amount	Balance
BALANCE AS OF 08/20/2021				\$100.00
Receipts				
	Wire Transfer from 2015 DFund Money Market		448,750.65	
Total Receipts				448,750.65
Disbursements				
5048	B-5 Construction Company, Inc.	Water Plant #2 - PE #5	(439,009.47)	
5049	Jacobs Engineering Group, Inc.	TWDB WP No. 2 Engineering Fees	(4,885.68)	
5050	Terracon Consultants, Inc.	Engineering Fees	(4,855.50)	
Total Disbursements				(448,750.65)
BALANCE AS OF 09/16/2021				\$100.00

Account Balances

As of September 16, 2021

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Certificates of Deposit					
SPIRIT OF TEXAS BANK (XXXX6670)	09/29/2020	09/29/2021	0.55 %	240,000.00	
BANCORPSOUTH (XXXX5280)	10/30/2020	10/30/2021	0.70 %	240,000.00	
PLAINS STATE BANK (XXXX1329)	11/24/2020	11/24/2021	0.35 %	240,000.00	
WALLIS BANK (XXXX0319)	11/24/2020	11/24/2021	0.40 %	240,000.00	
VERITEX COMMUNITY BANK (XXXX0266)	11/25/2020	11/25/2021	0.40 %	240,000.00	
TEXAS FIRST BANK (XXXX7767)	12/22/2020	12/22/2021	0.35 %	240,000.00	
INDEPENDENT BANK (XXXX1575)	12/29/2020	12/30/2021	0.35 %	240,000.00	
FRONTIER BANK (XXXX2246)	01/23/2021	01/23/2022	0.50 %	240,000.00	
LONE STAR BANK (XXXX2413)	02/24/2021	02/24/2022	0.45 %	240,000.00	
TEXAS CAPITAL BANK (XXXX0586)	04/27/2021	04/27/2022	0.25 %	245,000.00	
ALLEGIANCE BANK (XXXX0783)	04/29/2021	04/29/2022	0.20 %	240,000.00	
PIONEER BANK (XXXX2548)	05/28/2021	05/28/2022	0.29 %	240,000.00	
THIRD COAST BANK, SSB (XXXX6605)	05/30/2021	05/30/2022	0.50 %	240,000.00	
SOUTH STAR BANK (XXXX0172)	06/30/2021	06/30/2022	0.15 %	240,000.00	
UNITY NATIONAL BANK (XXXX4604)	07/22/2021	07/22/2022	0.25 %	240,000.00	
TEXAS REGIONAL BANK (XXXX0879)	08/01/2021	08/02/2022	0.13 %	240,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0002)	03/17/2020		0.05 %	3,036,297.30	
Checking Account(s)					
BBVA USA-CHECKING (XXXX3071)			0.00 %	11,994.39	Lockbox
BBVA USA-CHECKING (XXXX0647)			0.00 %	129,471.41	Checking Account
Totals for Operating Fund:				\$7,022,763.10	
Fund: Capital Projects					
Money Market Funds					
TEXAS CLASS (XXXX0001)	03/17/2020		0.05 %	1,181,859.33	Series 2015 DFund
UMB (XXXX1340)	04/01/2021		0.00 %	202,177.10	Series 2019 Dfund
TEXAS CLASS (XXXX0005)	05/14/2021		0.05 %	1,468,857.70	Series 2019 DFund
Checking Account(s)					
BBVA USA-CHECKING (XXXX4829)			0.00 %	100.00	Checking Account
Totals for Capital Projects Fund:				\$2,852,994.13	
Fund: Debt Service					
Certificates of Deposit					
INDEPENDENT BANK-DEBT (XXXX0365)	02/26/2021	02/26/2022	0.30 %	240,000.00	
SOUTH STAR BANK-DEBT (XXXX0134)	02/27/2021	02/27/2022	0.25 %	240,000.00	
ALLEGIANCE BANK - DEBT (XXXX4800)	08/02/2021	08/02/2022	0.20 %	240,000.00	
SPIRIT OF TX BANK - DEBT (XXXX2023)	08/02/2021	08/02/2022	0.25 %	240,000.00	
TEXAS REGIONAL BANK-DEBT (XXXX5860)	08/02/2021	08/02/2022	0.13 %	240,000.00	
UNITY BANK - DEBT (XXXX4608)	08/02/2021	08/02/2022	0.25 %	240,000.00	
FRONTIER BANK - DEBT (XXXX2126)	08/04/2021	08/04/2022	0.50 %	240,000.00	
BANCORPSOUTH - DEBT (XXXX0073)	08/05/2021	08/05/2022	0.44 %	240,000.00	

Account Balances

As of September 16, 2021

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Debt Service					
Money Market Funds					
BBVA USA-DEBT (XXXX5145)	12/31/2017		0.00 %	232,736.78	Tax
TEXAS CLASS (XXXX0004)	04/09/2020		0.05 %	172,193.53	
Totals for Debt Service Fund:				\$2,324,930.31	
Grand total for Fort Bend County Fresh Water Supply District No. 1:				\$12,200,687.54	

Fort Bend Fresh Water Supply District No. 1

Capital Projects Fund Breakdown

9/16/2021

Net Proceeds for All Bond Issues

Receipts

Series 2015 - Dfund Bond Proceeds	\$2,495,655.26
Series 2015 - Interest Earnings	51,453.87
Series 2019 - Dfund Bond Proceeds	1,745,000.00
Series 2019 - Interest Earnings	256.19

Disbursements

Series 2015 Dfund - Disbursements (Attached)	(1,365,249.80)
Series 2019 Dfund - Disbursements (Attached)	(74,121.39)

Total Cash Balance	\$2,852,994.13
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Balances by Account

Checking - Compass (Series 2019)	\$100.00
Series 2015 - Dfund - Texas Class	1,181,859.33
Series 2019 - Dfund - Texas Class	1,468,857.70
Series 2019 - Dfund (Held by Escrow Agent - UMB)	202,177.10

Total Cash Balance	\$2,852,994.13
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Balances by Bond Series

Series 2015 - Dfund	\$1,181,859.33
Series 2019 - Dfund	1,671,134.80

Total Cash Balance	\$2,852,994.13
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Remaining Costs & Surplus

Series 2015 Dfund - Remaining Costs	\$1,133,484.66
Series 2019 Dfund - Remaining Costs	1,670,878.61

Total Amount in Remaining Costs	\$2,804,363.27
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Series 2015 Dfund - Surplus & Interest	\$48,374.67
Series 2019 Dfund - Surplus & Interest	256.19

Total Surplus & Interest Balance	\$48,630.86
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Total Remaining Costs/Surplus	\$2,852,994.13
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**Fort Bend Fresh Water Supply No. 1
SERIES 2015 Dfund
COST COMPARISON**

<u>CONSTRUCTION COSTS</u>	<u>USE OF PROCEEDS</u>	<u>ACTUAL COSTS</u>	<u>REMAINING COSTS</u>	<u>VARIANCE (OVER)/UNDER</u>
A. Construction Items				
1 Total Balance as of 09/30/2018		-	-	-
2 Water Plant No 2	\$1,979,022.01	927,037.35	\$1,051,984.66	-
3 Design Phase Engineering	271,500.00	271,500.00	-	-
4 Const Phase Engineering	48,000.00	48,516.22	-	(516.22)
5 Environmental Assessment	36,000.00	35,357.23	-	642.77
6 Construction Observation	81,500.00	-	81,500.00	-
7 Subsurface Utility Investigation	5,573.50	5,573.50	-	-
8 Surveying	32,060.00	32,060.00	-	-
9 Material Testing	15,000.00	18,205.75	-	(3,205.75)
10 Geotechnical Investigation	10,500.00	10,500.00	-	-
11 Well Sitting Study	8,999.75	8,999.75	-	-
12 Potential Pollution Hazard Study	7,500.00	7,500.00	-	-
TOTAL CONSTRUCTION COSTS	<u>\$2,495,655.26</u>	<u>\$1,365,249.80</u>	<u>\$1,133,484.66</u>	<u>(\$3,079.20)</u>
TOTAL	<u>\$2,495,655.26</u>	<u>\$1,365,249.80</u>	<u>\$1,133,484.66</u>	<u>(\$3,079.20)</u>
Interest Earned				\$51,453.87
Total Surplus & Interest				\$48,374.67
Total Remaining Costs, Surplus, & Interest				\$1,181,859.33

**Fort Bend Fresh Water Supply No. 1
SERIES 2019 Dfund
COST COMPARISON**

<u>CONSTRUCTION COSTS</u>	<u>USE OF PROCEEDS</u>	<u>ACTUAL COSTS</u>	<u>REMAINING COSTS</u>	<u>VARIANCE (OVER)/UNDER</u>
B. District Items				
1 TWDB Issue - WP #2	\$1,200,000.00	-	\$1,200,000.00	-
2 Contingency	475,000.00	4,121.39	470,878.61	-
Subtotal District Items	<u>\$1,675,000.00</u>	<u>4,121.39</u>	<u>\$1,670,878.61</u>	<u>-</u>
 TOTAL CONSTRUCTION COSTS	 <u>\$1,675,000.00</u>	 <u>4,121.39</u>	 <u>\$1,670,878.61</u>	 <u>-</u>
 <u>NON-CONSTRUCTION COSTS</u>				
A Legal Fees	\$35,000.00	\$35,000.00	-	-
B Fiscal Agent Fees	35,000.00	35,000.00	-	-
TOTAL NON-CONSTRUCTION COSTS	<u>\$70,000.00</u>	<u>\$70,000.00</u>	<u>-</u>	<u>-</u>
 TOTAL BOND Remaining Costs & Surplus	 <u>\$1,745,000.00</u>	 <u>\$74,121.39</u>	 <u>\$1,670,878.61</u>	 <u>-</u>
			Interest Earned	\$256.19
Series 2015 Dfund - Remaining Costs			Total Remaining Costs & Interest	\$1,671,134.80
			Total Surplus & Interest	\$256.19

Actual vs. Budget Comparison

July 2021

		July 2021			January 2021 - July 2021			Annual
		Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	Budget
Revenues								
14110	Water - Customer Service Revenu	39,119	62,478	(23,359)	298,732	329,431	(30,699)	567,984
14112	Regional Water Authority Fees	35,856	46,875	(11,019)	266,500	247,158	19,342	426,135
14140	Connection Fees	495	820	(325)	5,346	5,739	(393)	9,839
14150	Tap Connections	26,710	11,083	15,627	183,685	77,583	106,102	133,000
14160	Service Application Fees	0	84	(84)	5,500	589	4,911	1,010
14210	Sewer - Customer Service Fee	18,675	14,696	3,979	126,914	102,870	24,044	176,349
14220	Inspection Fees	1,525	912	613	11,620	6,384	5,236	10,944
14310	Penalties & Interest	2,808	2,167	641	15,631	15,167	464	26,000
14330	Miscellaneous Income	2,700	2,673	27	34,187	18,711	15,476	32,076
14350	Maintenance Tax Collections	17,218	0	17,218	1,673,529	1,659,159	14,370	1,659,159
14351	Penalty & Interest on Tax	3,893	4,308	(414)	44,182	30,153	14,029	51,691
14365	Interest Earned on Checking	0	43	(43)	96	302	(205)	517
14370	Interest Earned on Temp. Invest	1,376	1,993	(617)	18,407	13,953	4,454	23,920
14410	Water Plant Operations COA	21,919	16,621	5,298	(18,390)	116,347	(134,737)	199,452
14420	Arcola Capital Recovery	5,000	5,000	0	35,000	35,000	0	60,000
Total Revenues		177,294	169,753	7,541	2,700,939	2,658,547	42,392	3,378,076
Expenditures								
16105	Operator Expense	8,271	8,333	(63)	52,136	58,333	(6,198)	100,000
16110	Tap Connection Expense	26,732	6,917	19,815	74,364	48,417	25,947	83,000
16130	Maintenance & Repairs	20,140	16,645	3,495	117,202	116,512	690	199,735
16140	Chemicals	280	162	118	1,579	1,133	445	1,943
16150	Laboratory Expense	630	436	194	5,007	3,052	1,955	5,232
16160	Utilities	3,293	2,955	338	22,413	20,687	1,725	35,464
16210	Inspection Expense	293	576	(283)	6,559	4,031	2,528	6,911
16234	Water Authority Pumpage-COA	0	11,591	(11,591)	69,179	61,113	8,066	105,369
16235	Water Authority Pumpage Fees	50,494	38,447	12,047	259,604	202,719	56,885	349,516
16236	Arcola WWTP Expenses	5,304	9,426	(4,123)	68,439	65,984	2,455	113,116
16237	Interconnect Expense	0	0	0	39,350	0	39,350	0
16320	Tax Assessor/Collector Fees	0	2,077	(2,077)	15,712	14,542	1,170	24,929
16330	Legal Fees	10,045	16,667	(6,622)	70,640	116,667	(46,027)	200,000
16340	Auditing Fees	0	0	0	20,000	20,000	0	21,840
16350	Engineering Fees	28,446	29,167	(720)	225,415	204,167	21,249	350,000
16370	Election Expense	0	0	0	2,460	0	2,460	0
16380	Permit Expense	0	0	0	0	0	0	6,060
16390	Telephone Expense	315	205	110	2,364	1,436	928	2,462
16410	Sales Tax Tracking	0	0	0	0	0	0	1,500
16430	Bookkeeping Fees	4,256	3,333	922	23,716	23,333	382	40,000
16440	Mowing Expense	0	183	(183)	0	1,283	(1,283)	2,200
16455	SB 622 Publications	0	0	0	0	0	0	2,000
16460	Printing & Office Supplies	747	1,021	(274)	3,527	7,150	(3,623)	12,257
16480	Delivery Expense	134	59	75	746	413	333	708
16490	Website Services	0	0	0	351	350	1	2,000
16520	Postage	717	709	8	5,057	4,962	94	8,507
16530	Insurance & Surety Bond	0	0	0	0	0	0	12,000
16540	Travel Expense	228	200	28	228	200	28	1,000
16560	Miscellaneous Expense	67	612	(545)	21,998	4,281	17,717	7,339
16580	Bank Service Charge	48	60	(12)	389	421	(32)	722
16590	Seminar Expense	354	0	354	729	0	729	0
16600	Payroll Expenses	1,050	985	65	7,800	6,893	907	11,817
16620	Payroll Tax Expense	80	75	5	689	527	161	904

Fort Bend County FWSD No. 1 - GOF
Actual vs. Budget Comparison

July 2021

	July 2021			January 2021 - July 2021			Annual Budget
	Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	
Expenditures							
16650 Arbitrage Expense	0	0	0	0	0	0	9,750
Total Expenditures	161,922	150,842	11,080	1,117,653	988,609	129,044	1,718,281
Other Revenues							
15100 Insurance Reimbursement	0	0	0	34,629	0	34,629	0
Total Other Revenues	0	0	0	34,629	0	34,629	0
Other Expenditures							
16750 Capital Outlay	24,573	24,000	573	43,776	44,000	(225)	50,000
16752 Cap Out - Fresno Ranchos Proj	3,791	3,700	91	25,467	25,400	67	85,000
16753 Cap Out - Fresno Grdn WW Plumb	0	0	0	149,999	149,988	11	220,000
16754 Cap Out - Gateway Acres WWCS	4,784	4,800	(16)	41,959	41,945	14	80,000
16755 Capital Outlay - WP #1 Rehab	14,225	6,250	7,975	57,150	49,250	7,900	49,250
16756 Cap Out - LP #3 Addtn @ TT LS	0	0	0	28,891	20,000	8,891	20,000
Total Other Expenditures	47,372	38,750	8,622	347,242	330,583	16,659	504,250
Excess Revenues (Expenditures)	<u>(\$32,000)</u>	<u>(\$19,839)</u>	<u>(\$12,161)</u>	<u>\$1,270,673</u>	<u>\$1,339,355</u>	<u>(\$68,682)</u>	<u>\$1,155,545</u>

Balance Sheet

As of July 31, 2021

Jul 31, 21

ASSETS

Current Assets

Checking/Savings

\$\$\$ '7Uj' b'6Ub_

175,091

\$\$\$ 'cWVcl

1,502

Total Checking/Savings

176,593

Other Current Assets

%% \$\$\$ 'HJa Y'8 YdcgIhg

6,980,259

%% \$\$\$ '5Wti bHgFWMj U'Y

274,091

%% % \$ '5#F '1'5fW'UK UYf

84,085

%% % \$ '5#F '5fW'U! '7UjHU 'F YWj Yfm

15,000

%% & \$ 'A UjbHbUbW'HU 'F YWj U'Y

311,978

%% , \$ '5Wti YX' -bHfYgh

14,235

%%+ \$ '8 i Y' fca '8 G

59,579

Total Other Current Assets

7,739,228

Total Current Assets

7,915,821

TOTAL ASSETS

7,915,821

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

\$\$\$ '5Wti bHgDUtU'Y

381,251

Total Accounts Payable

381,251

Other Current Liabilities

\$\$\$ 'DUhfc' '@Uj' jHYg

186

%*% \$ '7i gHca Yf'A YHf'8 YdcgIhg

124,131

%+ \$ '8 i YHc'7C 5!Gyk Yf'7c' YHjcbg

6,565

%+, \$ '8 YZffYX' -bZck gDfcdYfmHU Yg

311,978

Total Other Current Liabilities

442,859

Total Current Liabilities

824,110

Total Liabilities

824,110

Equity

% \$\$\$ '1 bUgI[bYX: i bX'6UUbW

5,821,038

Net Income

1,270,673

Total Equity

7,091,711

TOTAL LIABILITIES & EQUITY

7,915,821

District Debt Service Payments

08/01/2021 - 12/31/2022

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
Debt Service Payment Due 08/15/2021						
Wells Fargo Bank, NA	2006A - WS&D	08/15/2021	08/13/2021	370,000.00	38,672.50	408,672.50
Wells Fargo Bank, NA	2008 - WS&D	08/15/2021	08/13/2021	230,000.00	5,186.50	235,186.50
Wells Fargo Bank, NA	2010 - WS&D	08/15/2021	08/13/2021	145,000.00	5,458.75	150,458.75
Wells Fargo Bank, NA	2010A - WS&D	08/15/2021	08/13/2021	30,000.00	0.00	30,000.00
Amegy Bank of Texas	2015 - WS&D	08/15/2021	08/13/2021	190,000.00	132,063.50	322,063.50
Amegy Bank of Texas	2016 - Refunding	08/15/2021	08/13/2021	180,000.00	60,150.00	240,150.00
Amegy Bank of Texas	2017 - Refunding	08/15/2021	08/13/2021	10,000.00	106,100.00	116,100.00
Bank of New York	2019 - WS&D	08/15/2021	08/13/2021	40,000.00	31,202.50	71,202.50
Amegy Bank of Texas	2020 - Refunding	08/15/2021	08/13/2021	40,000.00	69,156.25	109,156.25
Total Due 08/15/2021				1,235,000.00	447,990.00	1,682,990.00
Debt Service Payment Due 02/15/2022						
Wells Fargo Bank, NA	2006A - WS&D	02/15/2022		0.00	33,862.50	33,862.50
Wells Fargo Bank, NA	2010 - WS&D	02/15/2022		0.00	2,812.50	2,812.50
Amegy Bank of Texas	2015 - WS&D	02/15/2022		0.00	130,410.50	130,410.50
Amegy Bank of Texas	2016 - Refunding	02/15/2022		0.00	58,350.00	58,350.00
Amegy Bank of Texas	2017 - Refunding	02/15/2022		0.00	105,950.00	105,950.00
Bank of New York	2019 - WS&D	02/15/2022		0.00	30,822.50	30,822.50
Amegy Bank of Texas	2020 - Refunding	02/15/2022		0.00	68,556.25	68,556.25
Total Due 02/15/2022				0.00	430,764.25	430,764.25
Debt Service Payment Due 08/15/2022						
Wells Fargo Bank, NA	2006A - WS&D	08/15/2022		380,000.00	33,862.50	413,862.50
Wells Fargo Bank, NA	2010 - WS&D	08/15/2022		150,000.00	2,812.50	152,812.50
Wells Fargo Bank, NA	2010A - WS&D	08/15/2022		30,000.00	0.00	30,000.00
Amegy Bank of Texas	2015 - WS&D	08/15/2022		195,000.00	130,410.50	325,410.50
Amegy Bank of Texas	2016 - Refunding	08/15/2022		185,000.00	58,350.00	243,350.00
Amegy Bank of Texas	2017 - Refunding	08/15/2022		10,000.00	105,950.00	115,950.00
Bank of New York	2019 - WS&D	08/15/2022		40,000.00	30,822.50	70,822.50
Amegy Bank of Texas	2020 - Refunding	08/15/2022		280,000.00	68,556.25	348,556.25
Total Due 08/15/2022				1,270,000.00	430,764.25	1,700,764.25
District Total				\$2,505,000.00	\$1,309,518.50	\$3,814,518.50

Cash Flow Forecast

Fort Bend County Fresh Water Supply District No. 1

	12/21	12/22	12/23	12/24	12/25
Assessed Value	\$412,931,570	\$412,931,570	\$412,931,570	\$412,931,570	\$412,931,570
Maintenance Tax Rate	\$0.410	\$0.410	\$0.410	\$0.410	\$0.410
Maintenance Tax	\$1,659,159	\$1,659,159	\$1,659,159	\$1,659,159	\$1,659,159
% Change in Water Rate		3.00%	3.00%	3.00%	3.00%
% Change in Wastewater Rate		3.00%	3.00%	3.00%	3.00%
% Change in NFBWA		10.00%	10.00%	10.00%	10.00%
% Change in Expenses		5.00%	5.00%	5.00%	5.00%
Beginning Cash Balance 12-31-20	\$5,987,902	\$7,195,800	\$6,313,941	\$7,910,162	\$9,499,215
Revenues					
Maintenance Tax	\$1,659,159	\$1,659,159	\$1,659,159	\$1,659,159	\$1,659,159
Water Revenue	567,984	585,024	602,574	620,651	639,271
Wastewater Revenue	176,349	181,639	187,089	192,701	198,482
NFBWA Revenue	426,135	468,749	515,623	567,186	623,904
Other	548,449	575,871	604,665	634,898	666,643
Total Revenues	\$3,378,076	\$3,470,442	\$3,569,110	\$3,674,596	\$3,787,460
Expenses					
Purchase Water	\$105,369	\$108,530	\$111,786	\$115,140	\$118,594
Purchase Wastewater	113,116	116,509	120,005	123,605	127,313
NFBWA	349,516	384,468	422,914	465,206	511,726
Other Expenses	1,150,280	1,207,794	1,268,184	1,331,593	1,398,173
Total Expenses	\$1,718,281	\$1,817,301	\$1,922,889	\$2,035,543	\$2,155,806
Net Surplus	\$1,659,795	\$1,653,141	\$1,646,222	\$1,639,053	\$1,631,654
Capital Outlay					
Capital Outlay	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Fresno Gardens N. Sub WW Plumbi	220,000	0	0	0	0
Gateway Acres WW Collection Syst	80,000	0	0	0	0
Gateway Acres WW Plumbing	0	1,000,000	0	0	0
Fresno Ranchos Sub WW LS & FM	85,000	0	0	0	0
FN 521 WL Adjustment	0	800,000	0	0	0
COA for 500 ESFC in FW WP#1 - Pl	0	635,000	0	0	0
WP #1 Rehab Work	49,250	0	0	0	0
Addtn 3rd LP @ Tellevue Terrace L	20,000	0	0	0	0
Emergency Interconnect - BC MUD :	0	50,000	0	0	0
Total Capital Outlay	\$504,250	\$2,535,000	\$50,000	\$50,000	\$50,000
Construction Surplus	\$52,353	\$0	\$0	\$0	\$0
Ending Cash Balance	\$7,195,800	\$6,313,941	\$7,910,162	\$9,499,215	\$11,080,869
Operating Reserve % of Exp					
	418.78%	347.44%	411.37%	466.67%	514.00%

Bond Authority

Remaining Bonding Capacity - \$80,210,000

Maintenance Tax Rate Cap - \$0.50

2022 AWBD Mid-Winter Conference

Fort Bend County Fresh Water Supply District No. 1

Friday, January 28 - Saturday, January 29, 2022

Moody Gardens, Galveston, TX

Director	Registration			Prior Conference Expenses
Name	Attending	Online	Paid	Paid
Calvin Casher	Yes	Yes		Yes
Paul Hamilton				NA
Rosa Linda Medina	Yes	Yes		NA
Rodrigo Carreon				NA
Erasto Vallejo				NA

Note

Register on-line www.awbd-tx.org (For log in assistance, contact Taylor Cavnar: tcavnar@awbd-tx.org)

This page only confirms registration for the conference, not hotel registrations.

All hotel reservations are the sole responsibility of each attendee.

Your conference registration confirmation will contain a housing reservation request web link.

The link will require the registration number from your conference registration before you can reserve a room.

All requests for an advance of funds must be sent via email to the bookkeeper within 30 days of conference.

Registration Dates

Early Registration:	Begins	07/21/21	\$360
Regular Registration:	Begins	09/02/21	\$410
Late Registration	Begins	12/16/21	\$510

Cancellation Policy

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 12/15/21.

There will be no refunds after 12/15/21.

Housing Information

Hotel reservations are only available to attendees who are registered with AWBD-TX for the Conference.

If you have questions, please call Taylor Cavnar at (281) 350-7090

FORT BEND FRESH WATER SUPPLY DISTRICT NO 1
TAX ANALYSIS FISCAL YEAR END 12/31/2021

PERCENTAGE	TAX YEARS			TAX YEARS			TAX YEARS			GRAND DSF	TOTAL MAINT	TOTAL
	2021			2020			2019					
	DSF 0.5900	M&O 0.4100	TOTAL 2019	DSF 0.5900	M&O 0.4100	TOTAL 2019	DSF 0.5700	M&O 0.4300	TOTAL 2019			
PRIOR YEAR							122,259.27	92,230.67	214,489.94			219,942.82
TAX LEVY 2021	0.00	0.00	-	2,519,877.26	1,751,101.15	4,270,978.41						0.00
COLLECTIONS:												
JAN 2021												
TAXES	0.00	0.00	0.00	876,334.62	608,978.30	1,485,312.92	4,290.55	3,236.73	7,527.28	882,474.91	614,036.00	1,496,510.91
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	995.07	750.66	1,745.73	1,771.27	1,482.72	3,253.99
										884,246.18	615,518.72	1,499,764.90
FEB 2021												
TAXES	0.00	0.00	0.00	613,158.88	426,093.46	1,039,252.34	3,979.93	3,002.41	6,982.34	619,072.23	430,975.76	1,050,047.99
PENALTY	0.00	0.00	0.00	4,683.89	3,254.90	7,938.79	984.97	743.05	1,728.02	6,620.31	4,859.48	11,479.79
										625,692.54	435,835.24	1,061,527.78
MARCH 2021												
TAXES	0.00	0.00	0.00	134,575.27	93,518.41	228,093.68	9,413.63	7,101.51	16,515.14	146,776.54	103,407.53	250,184.07
PENALTY	0.00	0.00	0.00	10,984.27	7,633.13	18,617.40	2,402.99	1,812.79	4,215.78	14,513.25	10,571.87	25,085.12
										161,289.79	113,979.40	275,269.19
APRIL 2021												
TAXES	0.00	0.00	0.00	87,913.87	61,092.69	149,006.56	14,116.19	10,649.05	24,765.24	106,839.34	76,467.97	183,307.31
PENALTY	0.00	0.00	0.00	9,019.52	6,267.81	15,287.33	3,801.64	2,867.91	6,669.55	15,126.20	11,343.63	26,469.83
										121,965.54	87,811.60	209,777.14
MAY 2021												
TAXES	0.00	0.00	0.00	42,722.56	29,688.56	72,411.12	3,325.45	2,508.68	5,834.13	47,630.99	33,831.10	81,462.09
PENALTY	0.00	0.00	0.00	5,208.87	3,619.72	8,828.59	911.37	687.53	1,598.90	7,057.36	5,329.18	12,386.54
										54,688.35	39,160.28	93,848.63
JUNE 2021												
TAXES	0.00	0.00	0.00	33,876.97	23,541.62	57,418.59	3,389.86	2,557.26	5,947.12	42,976.58	31,765.93	74,742.51
PENALTY	0.00	0.00	0.00	4,543.53	3,157.36	7,700.89	1,228.37	926.67	2,155.04	8,432.77	6,701.80	15,134.57
										51,409.35	38,467.73	89,877.08
JULY 2021												
TAXES	0.00	0.00	0.00	17,316.94	12,033.80	29,350.74	3,358.01	2,533.23	5,891.24	23,390.36	17,218.42	40,608.78
PENALTY	0.00	0.00	0.00	2,561.36	1,779.93	4,341.29	995.17	750.74	1,745.91	4,988.21	3,893.22	8,881.43
										28,378.57	21,111.64	49,490.21
AUG 2021												
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
										0.00	0.00	0.00
SEPT 2021												
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
										0.00	0.00	0.00
OCT 2021												
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
										0.00	0.00	0.00
NOV 2021												
TAXES	0.00	0.00	0.00	26,871.27	18,673.26	45,544.53	0.00	0.00	0.00	53,742.54	37,346.52	91,089.06
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
										53,742.54	37,346.52	91,089.06
DEC 2021												
TAXES	0.00	0.00	0.00	499,561.17	347,152.68	846,713.85	0.00	0.00	0.00	499,561.17	347,152.68	846,713.85
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
										499,561.17	347,152.68	846,713.85
TOTALS	0.00	0.00	0.00	2,369,332.99	1,646,485.63	4,015,818.62	53,193.20	40,128.22	93,321.42	2,454,102.76	1,717,710.55	4,171,813.31
TAXES	0.00	0.00	0.00	2,332,331.55	1,620,772.78	3,953,104.33	41,873.62	31,588.87	73,462.49	2,395,593.39	1,673,528.65	4,069,122.04
PENALTY	0.00	0.00	0.00	37,001.44	25,712.85	62,714.29	11,319.58	8,539.35	19,858.93	58,509.37	44,181.90	102,691.27
TOTALS	0.00	0.00	0.00	2,369,332.99	1,646,485.63	4,015,818.62	53,193.20	40,128.22	93,321.42	2,454,102.76	1,717,710.55	4,171,813.31
ADJUSTMENTS			0.00			(6,635.70)			(3,490.64)			(2,556.56)
TAX												
DUE @			0.00%			92.70%			34.82%			TOTAL TAX DUE
1/31/2020	0.00	0.00	0.00	183,630.64	127,607.74	311,238.38	78,395.98	59,140.83	137,536.81	430,767.30	311,978.17	742,745.47
TAX RATES	0.5900	0.4100	1.0000	0.5900	0.4100	1.0000	0.5700	0.4300	1.0000			
										Deferral Operating 2020		365,825.94
										Deferral Debt 2020		526,432.44
										Debt Collections CFY (Defer)		0.00
										Operating Collections CFY (Defer)		0.00
										Total DSF Collections		2,922,025.83
										Total Op Collections		2,039,354.59
										Total DSF Deferral		430,767.30
										Total Op Deferral		311,978.17

Summary of Money Market Funds

08/20/2021 - 09/16/2021

INTERNAL USE ONLY

Fund: Operating

Financial Institution: TEXAS CLASS

Account Number: TX-01-0857-0002 Date Opened: 03/17/2020 Current Interest Rate: 0.05%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
08/20/2021		3,196,161.33				
08/31/2021	Int				135.97	
09/16/2021	To Checking			(160,000.00)		
Totals for Account TX-01-0857-0002:		\$3,196,161.33		(\$160,000.00)	\$135.97	\$3,036,297.30
Totals for Operating Fund:		\$3,196,161.33		(\$160,000.00)	\$135.97	\$3,036,297.30

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

Summary of Money Market Funds

08/20/2021 - 09/16/2021

INTERNAL USE ONLY

Fund: Capital Projects

Financial Institution: TEXAS CLASS

Account Number: TX-01-0857-0001 Date Opened: 03/17/2020 Current Interest Rate: 0.05%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
08/20/2021		1,630,537.99				
08/31/2021	Int				71.99	
09/16/2021	To Checking			(448,750.65)		
Totals for Account TX-01-0857-0001:		\$1,630,537.99		(\$448,750.65)	\$71.99	\$1,181,859.33

Account Number: TX-01-0857-0005 Date Opened: 05/14/2021 Current Interest Rate: 0.05%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
08/20/2021		1,468,794.60				
08/31/2021	Int				63.10	
Totals for Account TX-01-0857-0005:		\$1,468,794.60			\$63.10	\$1,468,857.70

Financial Institution: UMB

Account Number: 151340 Date Opened: 04/01/2021 Current Interest Rate: 0.00%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
08/20/2021		202,177.10				
08/31/2021	Int				0.00	
Totals for Account 151340:		\$202,177.10			\$0.00	\$202,177.10
Totals for Capital Projects Fund:		\$3,301,509.69		(\$448,750.65)	\$135.09	\$2,852,894.13

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

Summary of Money Market Funds

08/20/2021 - 09/16/2021

INTERNAL USE ONLY

Fund: Debt Service

Financial Institution: BBVA USA-DEBT

Account Number: 6711045145 Date Opened: 12/31/2017 Current Interest Rate: 0.00%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
08/20/2021		182,707.50				
08/31/2021	Tax Collections 8/21		28,568.68			
09/02/2021	Tax Collections 8/21 DIT		21,460.60			
Totals for Account 6711045145:		\$182,707.50	\$50,029.28			\$232,736.78

Financial Institution: TEXAS CLASS

Account Number: TX-01-0857-0004 Date Opened: 04/09/2020 Current Interest Rate: 0.05%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
08/20/2021		172,155.17				
08/31/2021	Int				38.36	
Totals for Account TX-01-0857-0004:		\$172,155.17			\$38.36	\$172,193.53
Totals for Debt Service Fund:		\$354,862.67	\$50,029.28		\$38.36	\$404,930.31

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writting
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

September 14, 2021

Board of Directors
Fort Bend County Freshwater Supply District #1
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056

Re: Fort Bend County Freshwater Supply District #1 – September 2021 Board of Directors Meeting

Dear Board Members:

Following is the status report on Fort Bend County FWSD#1 No. 1 projects:

Agenda Item No. 8 – Engineer's Report:

(a) Report on status of projects:

i) Water Plant #2

- Project currently under construction...Contractor has completed the off-site waterline, including tie-ins with District's existing waterlines and has completed the installation of both HPTs...Contractor is currently working on the installation of the foundations for the GST and BPs...Alsay (well driller) is currently working on collecting the four water samples for evaluation, which is anticipated to be completed by the end of September
- Request Board's approval of Pay Estimates No. 5 from B-5 Construction Co. for construction of the project for \$439,009.47
- Request Board's approval of Invoice No. 6 from Terracon for material testing services for \$4,855.50
- Will be presenting at October/November meeting a proposal for addition material testing services
- Anticipate construction being completed by mid-2022
- District Est. Water Conn. Timeline (FBCFWSD#1 WP#1 Conn. Capacity = 1,875 when temporary water service agreement gets signed by CoA)
 - End of 2021 = 1,750
 - Mid 2022 = 1,785

ii) Gateway Acres Subdivision Wastewater Collection System

- Construction plans are completed and Jacobs is in the process of coordinating with the various review agencies (TCEQ, CoH, FBC Engineering and Drainage, Centerpoint, AT&T, and Frontier) for their review and approval needed for advertising the project...it is anticipated that the project will be advertised near the end of this year

iii) Fresno Ranchos Subdivision Wastewater Lift Station and Force Main

- Final design comments are being addressed and construction plans are anticipated to be ready for submission to the review agencies by the end of this month...construction plans will be submitted to the TCEQ, CoH, FBC Engineering and Drainage, Centerpoint, AT&T and Frontier for comment/approval

iv) Gateway Acres Subdivision Wastewater Plumbing Contract

- Tentative Schedule (actual schedule dependent on when construction plans are bid ready and TCEQ loan secured, which is anticipated to occur by the end of this year...could be impacted by available WWTP capacity, which temporary water service agreement is needed to resolve):
 - o Townhall Meetings (potentially with FBC CDBG assistance) – January thru May 2022 (once a month)...breaking GA into three sections, with each section having its own meeting in January thru March...April and May would be a general meeting for all sections...utilizing this plan, all sections would have three opportunities to attend a meeting
 - o Anticipate Gateway Acres Sub WW Collection System project being completed in 4Q of 2022, with the plumbing project starting construction immediately afterwards

(b) Authorize Engineer to Prepare Plans and Specifications for Water/Wastewater Projects

- no action items

(c) Report on status of project funding and take necessary action related thereto.

- Project One-Year Warranty Expiration Dates
 - Fresno Gardens N Sub WW Plumbing Project...01/15/2022
- 2015 TWDB DFUND Loan...remaining funds will be used for the Water Plant No. 2 project
- 4th TWDB DFUND Loan (\$1.745M)...funds will be used to complete the Water Plant No. 2 project
- 2021 TCEQ Loan (\$10.45M) – BAR was submitted to the TCEQ and declared administratively complete on August 2nd...BAR is currently under technical review...a meeting was conducted on August 24th with the TCEQ reviewer and he felt that the technical review of the report could be completed by October of this year...anticipate funds being available at the end of this year...funds from the BAR are needed to fund the completion of a) Gateway Acres Sub WW Collection System project b) Fresno Ranchos Sub LS and FM project, and c) CoA WWTP Expansion project
- FBC CDBG Funds...will pursue funding source for future plumbing projects...a message was left with Carol Borrego (Director of FBC CDBG Dept) on September 14th regarding if the Gateway Acres Sub would qualify for CDBG funds due to updated info from the census...waiting for a response back

(d) Projections for District Water and Wastewater Projects

- request Board approval to update information every January and July

(e) Discuss Emergency Preparedness Plan and take any necessary action related thereto

- review EPP in April each year to determine if any updates are required
- will need to coordinate with EDP for completion of AWIA emergency response plan that needs to be completed by the end of this year

(f) Status of Non-Residential Applications for Water Service –

Connected:	
4320 Doreen Avenue (Multi-Family Dwelling)	Interconnect with FBCMUD23
293 Teakwood Avenue (Multi-Family Dwelling)	La Fresno Food Mart
297 Teakwood Avenue (Multi-Family Dwelling)	Lou's Back Porch
Church of God of Prophecy	LT No Limits
Crossroad Market	Mustang Community Center
Dollar General	MVP Auto Parts (Domestic & FW)
Enriquez Tire Shop (East Palm)	New Quality Life Ministries (Church)
FBC Water Connection at Water Plant	New Quality Life Ministries (Restaurant)
First Baptist Church of Fresno (Domestic & FW)	Papa Nick's BBQ Kitchen – Mobile Food Truck
Fresno Gym (3941 FM 521)	PMC International Tire Shop
Fresno Market – FM521 (Domestic & Irrigation)	Quality Paint and Body (Pecan Street)
Fresno Motor	Richard Martini-Rental Livestock Pasture
Fresno Mount Corinth Baptist Church	Robbins Nest for Children (Domestic & FW)
Fresno Volunteer Fire Department	St. James Knanaya Church – Fire Tap
F&R Tax	St. Peters & St. Pauls Orthodox Church of Houston
General Office Space (514 Pecan Street)	Swingby#3 Gas Station (Domestic & Irrigation)
Gulf Coast LP Gas Company	Teleview Terrace Subdivision Lift Station
HEFCO Enterprises	Tiny Toes Academy
Iglesia Bautista Del Calvario Church	Tire Shop at 1739A Trammel Fresno
Iglesia Principe De Paz Church	Valero Gas Station
Interconnect with City of Arcola	Welcome Foods

Connections Pending:	

Processing Application:	
St. James Knanaya Church (Ave C)	
- customer working on coordinating a meeting between Jacobs and EDP and their engineer and fire system designer to discuss their proposed plan...informed customer that application is over a year old (submitted on 12/2019) and subject to being considered expired...per customer, they have had prior issues with FBC approving drainage plan for site	
Fresno Food Mart (Trammel Fresno Rd)	
- waiting on all required docs to complete application (this is second application from customer as previous application had expired)...application submitted in April 2021	
Mobile Food Truck Business (Jan St)	
- request Board's approval to start processing application once customer provides application fee to District Bookkeeper	

Status of Non-Residential Applications for Wastewater Service –

Connected:	
4320 Doreen Avenue (Multi-Family Dwelling)	General Office Space (514 Pecan Street)
293 Teakwood Avenue (Multi-Family Dwelling)	Mustang Comm Center (<i>minus field bathrooms</i>)
297 Teakwood Avenue (Multi-Family Dwelling)	New Quality Life Ministries (Church)
Church of God of Prophecy	New Quality Life Ministries (Restaurant)
First Baptist Church of Fresno	Quality Paint and Body (Pecan Street)
Fresno Volunteer Fire Department	

Connections Pending:	

Processing Application:	

(g) Potential Emergency Water Interconnect with BCMUD21

- conducted phone conversation with LJA (Bill Ehler), engineer for BCMUD21, on December 2016 regarding potential emergency water interconnect between our districts
- possible location for interconnect would be at east end of Renfro Burford Road
- BCMUD21 would be interested in pursuing interconnect (50/50 cost split) once FBCFWSD#1 completes its 2nd Water Plant

(h) Status of New CoA WP – CoA anticipates their water plant being completed by mid-2022...completion date may be extended due to recent water sampling results...once completed, interconnect with CoA will become an emergency water interconnect and the District will owe funds to CoA, per the RFC, for taking back 500 connections worth of water service (plus 125 connections, if temporary water service agreement is finalized)...if it is determined later that there will be a significant delay in the completion of the CoA WP, then the District may want to consider conducting an elevated storage tank waiver application with the TCEQ for additional water connections

(i) Status of CoA WWTP Expansion Project (increasing capacity from 0.675 MGD to 0.95 MGD...the District would be receiving an additional 100,000 GPD of capacity through this expansion) –

DA is coordinating this matter with the CoA by means of the temporary water service agreement, which would require a) a study to be submitted to the TCEQ in an attempt to re-rate the WWTP from 350 gpd/connection to some lesser amount and b) require the WWTP expansion project to be completed on or before June 2024...Currently, per the RFC, the District is only capable of providing wastewater service to 714 connections

(j) Roadway Widening Projects Within District (which will require utility and service line relocations):

- **South Post Oak Boulevard Widening Project:**
 - o **Scope** – Increased ROW width, with 2 lane road and additional lanes throughout sections, with roadside ditches
 - o **Schedule** –
 - County is currently in process of clearing ROW and acquiring easements
 - Road Design Phase – current to end of September 2021
 - Utility Relocations – October 2021 to March 2022
 - Road Construction – anticipated start April 2022
 - o **Estimated Cost** -
 - Requested from County if they would assist financially regarding the relocation of utilities...waiting for a response
 - In process of reviewing roadway construction plans to determine extent and cost of utility relocations
- **FM521 Roadway Widening Project (North of SH6):**
 - o **Scope** – 4 lane, divided roadway with raised median, curb and gutter, with underground storm sewer lines, side swales, and sidewalk
 - o **Schedule** –
 - 30% Utility Coordination meeting was conducted in November 2020
 - 60% Utility Coordination meeting was conducted in September 2021
 - 90% Utility Coordination meeting???...waiting for TxDOT to coordinate
 - Anticipate 100% completed construction plans by May 2022
 - Anticipate coordinating necessary water and wastewater utility relocations by mid-2022
 - Anticipate roadway widening project to start construction in 2023
 - o **Estimated Cost-**
 - In process of reviewing roadway construction plans to determine extent and cost of utility relocations
- **FM521 Roadway Widening Project (South of SH6):**
 - o **Scope** – 4 lane, divided roadway with raised median, curb and gutter, and side path...proposed detention pond along west side of CoA WWTP and new WWTP entrance roadway
 - o **Schedule** –
 - 30% Utility Coordination meeting was conducted in September 2021
 - 60% Utility Coordination meeting???...waiting for TxDOT to coordinate
 - Anticipate 100% completed construction plans by March 2022
 - Anticipate coordinating necessary wastewater forcemain relocations by ???
 - Anticipate roadway widening project to start construction in ???
 - o **Estimated Cost** –
 - Will begin efforts to determine extent and cost for utility relocations once roadway plans are further along
- **West Sycamore Road Widening Project:**
 - o **Scope** – Proposed 100' ROW, with 4 lane, divided roadway with raised median, curb and gutter, with underground storm sewer lines, and sidewalk
 - o **Schedule** –
 - Received 30% complete roadway plans
 - Requested from County overall project schedule and possibility of including utility relocation work within roadway plans...waiting for a response from County
 - o **Estimated Cost** –
 - Requested from County if they would assist financially regarding the relocation of utilities...waiting for a response
 - Will begin efforts to determine extent and cost for utility relocations once roadway plans are further along
- **Other Road Widening Projects Within The Next 5 Years**
 - o Requested this information from County...waiting for a response

Please let me know if you have any questions or comments.

Sincerely,

David C. Dybala, Jr., P.E.
District Engineer
713-855-1917

Board of Directors
Fort Bend County F.W.S.D. No. 1

Operator's Report for the September 16, 2021 Board Meeting

Substantial System Repairs and Maintenance

Distribution System	Installed 7 residential taps & meters 639 Maple St 327 Renfro Burford Rd #1 327 Renfro Burford Rd #2 327 Renfro Burford Rd #3 3946 C Kansas St 231 E Sycamore St 235 E Sycamore St	\$ 8,801.10
Water Plant	Made repairs to HPT hatch	\$ 1,355.14
Water Plant	Performed load bank test for generator	\$ 1,944.07
Lift Station #1	Replaced lift pump #1 check valve	\$ 2,928.70
Lift Station #1	Top clean wet well	\$ 2,116.80
513 Pecan St	Excavated and installed 6" sanitary sewer lead	\$ 5,000.00

1. Water Plant 1 Booster Pump #1 Repair

I was authorized at the August meeting to repair booster pump #1 at water plant #1. This repair is in process.

2. Water Plant 1 Booster Pump #2 Repair

I was authorized at the August meeting to repair booster pump #1 at water plant #1. This repair is in process.

3. South Post Oak Road Widening Project

EDP met the county and contractor onsite July 27th. We are working with your engineer to confirm and quantify the potential interference along S. Post Oak Rd. I was authorized at the August meeting to complete a valve survey not to exceed \$7,500.00. This is in process.

4. FM 521 Road Road Widening Project

I am working with your engineer to confirm and quantify the potential interference along FM 521 road widening project to be presented at a later date.

5. W Sycamore Road Widening Project

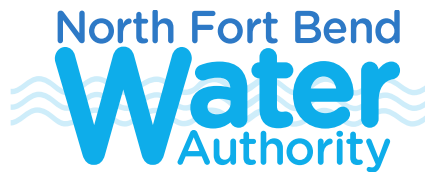
I am working with your engineer to confirm and quantify the potential interference along W Sycamore Rd road widening project to be presented at a later date.

6. NFBWA Notice of Intent to Raise Rates

Please see attached the notice received from the NFBWA informing the district of the intent to raise the pumpage fee and the surface water fee. The pumpage fee will be increasing from \$4.25 to \$4.55, and the surface water fee will be increasing from \$4.60 to \$4.90 per 1,000 gallons effective January 1, 2022.

7. Delinquent Accounts and Service Terminations

Please see attached the list of customers that received delinquent letter by mail and are subject to disconnection of service.



August 25, 2021

TO: Utility Districts, the City of Fulshear, Texas, and Non-District/Non-City Well Owners Located Within the North Fort Bend Water Authority

FROM: North Fort Bend Water Authority (the "NFBWA")

RE: Notice of Preliminary 2022 Fees

This notice is being provided to assist well owners with their annual budgeting process. The NFBWA's Board of Directors anticipates increasing the Groundwater Reduction Plan Fee ("GRP Fee") to \$4.55 per 1,000 gallons of water pumped and the Surface Water Fee ("Surface Water Fee") to \$4.90 per 1,000 gallons of surface water received, which correspondingly increases the Imported Water Fee, **effective January 1, 2022**. These fees will be utilized to fund the cost of constructing, operating, and maintaining the Authority's current surface water supply system, as well as the capital costs associated with constructing the additional large-scale infrastructure projects needed to meet the Fort Bend Subsidence District's groundwater reduction requirements.

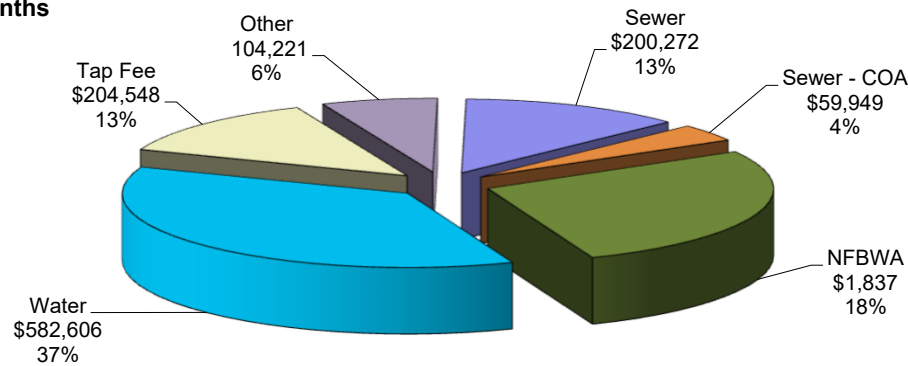
The NFBWA's 2022 budget will be adopted at the December, 2021 regular meeting of the Board of Directors, at which time a discussion of budget, water supply, and Groundwater Reduction Plan issues will take place. A notice of the meeting date and location for formal adoption of the GRP Fee and the Surface Water Fee will be distributed at a later date.

c/o Allen Boone Humphries Robinson LLP • 3200 Southwest Freeway, Suite 2600
Houston, TX 77027 • www.nfbwa.com • 713-860-6400 • 713-860-6401 Fax

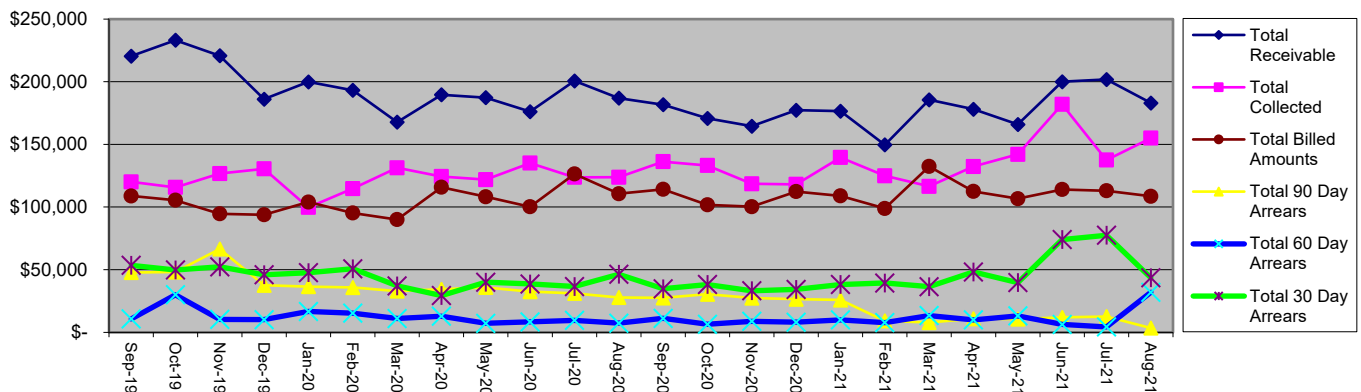
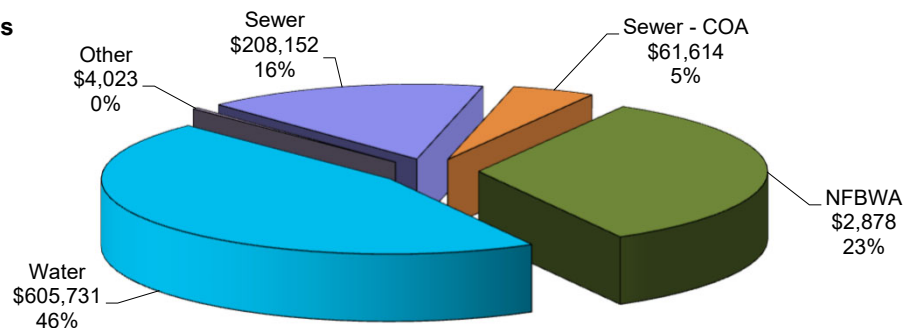
Fort Bend FWSD No. 1 Utility Billing Summary

	August 13, 2021	July 13, 2021	12 Months
Total Collected	\$ (154,995.22)	\$ (137,490.29)	\$ (1,635,708.85)
Total Billed	\$ 108,582.18	\$ 112,985.17	\$ 1,323,396.65
Tap Fees Received	\$ (30,885.40)	\$ (15,198.73)	\$ (204,548.45)
Total Aged Receivable	\$ 74,458.96	\$ 88,799.67	
Total Receivable	\$ 177,292.90	\$ 196,950.80	
Security Deposit Balance	\$ 124,130.96	\$ 122,031.96	\$ 101,759.00
NFBWA Fee Billed	\$ 35,918.99	\$ 38,546.97	\$ 443,876.34
NFBWA Fee to pay billing cycle	\$ 49,771.75	\$ 51,446.25	\$ 455,927.25
Water Sold (gallons)	7,976,300	8,564,000	101,023,300
Water Produced (gallons)	11,711,000	12,105,000	108,189,000
Residential Connections	991	987	
Avg per Residential Connection	4,811	5,221	

Collections, 12 Months



Billing, 12 Months



Fort Bend FWSD No. 1

Utility Billing Detail Report

	August 13, 2021	July 13, 2021	August 13, 2020
Beginning Date	07/17/21	06/18/21	07/21/20
Closing Date	08/18/21	07/16/21	08/18/20
No. of Days	32	28	28

Beginning Balance	\$ 196,950.80	\$ 194,989.73	\$ 192,935.30
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Adjustments			
Collections	\$ (6,444.44)	\$ -	\$ (3,925.50)
Credit Refund	\$ 685.99	\$ 862.72	\$ 1,733.35
Deposits	\$ 3,190.02	\$ 3,384.53	\$ 1,881.45
Disconnection	\$ 200.00	\$ 750.00	\$ 500.00
Inseptions	\$ 1,450.00	\$ 1,300.00	\$ 450.00
Letter Fee	\$ 1,980.00	\$ 1,400.00	\$ 1,100.00
NFBWA	\$ -	\$ -	\$ (180.17)
NSF Fee	\$ -	\$ 60.00	\$ -
Penalty	\$ 2,823.55	\$ 3,112.99	\$ 3,704.36
Return Check	\$ 136.64	\$ 172.05	\$ -
Tap Fee	\$ 26,710.00	\$ 17,600.00	\$ 5,700.00
Transfer	\$ 395.00	\$ 425.00	\$ 300.00
Unapplied	\$ (3,690.60)	\$ (2,159.10)	\$ (8,218.43)
Voluntary Fire Dept	\$ -	\$ -	\$ (403.41)
Water	\$ -	\$ -	\$ (240.00)
Well Permit Fee	\$ 300.00	\$ -	\$ -
Door Hanger Fee	\$ 310.00	\$ 560.00	\$ 460.00
Total Adjustments	\$ 28,046.16	\$ 27,468.19	\$ 2,715.86

Collected Amounts			
Back Charge	\$ -	\$ (248.00)	\$ -
Credit Refund	\$ (238.33)	\$ (37.16)	\$ -
Deposits	\$ (3,390.02)	\$ (3,534.53)	\$ (2,330.45)
Disconnection	\$ (250.00)	\$ (600.00)	\$ (400.00)
Door Hanger Fee	\$ (323.78)	\$ (607.14)	\$ (503.42)
Grease Trap Inspection	\$ (50.01)	\$ (50.01)	\$ (50.01)
Inspections	\$ (1,290.00)	\$ (1,275.00)	\$ (325.00)
NFBWA	\$ (38,792.03)	\$ (37,929.12)	\$ (37,698.80)
NSF Fee	\$ (29.55)	\$ (0.45)	\$ (30.00)
Penalty	\$ (3,105.06)	\$ (3,022.81)	\$ (1,818.87)
Sewer	\$ (18,023.01)	\$ (16,650.44)	\$ (14,355.34)
Sewer - COA	\$ (5,185.07)	\$ (5,135.53)	\$ (4,351.75)
Tap Fee	\$ (30,885.40)	\$ (15,198.73)	\$ (6,425.86)
Transfer	\$ (265.00)	\$ (450.00)	\$ (300.00)
Voluntary Fire Dept	\$ -	\$ -	\$ (1,126.59)
Water	\$ (49,856.53)	\$ (48,714.31)	\$ (50,230.80)
Well Permit Fee	\$ (300.00)	\$ (264.53)	\$ -
Letter Fee	\$ (1,242.00)	\$ (1,585.96)	\$ (1,021.89)
Meter Rental	\$ -	\$ -	\$ (120.00)
Total Collected	\$ (153,225.79)	\$ (135,303.72)	\$ (121,352.19)
Overpayments	\$ (1,769.43)	\$ (2,186.57)	\$ (2,427.11)
Total Collected	\$ (154,995.22)	\$ (137,490.29)	\$ (123,779.30)

Deposits Applied	\$ (1,291.02)	\$ (1,002.00)	\$ (1,683.45)
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Billed Amounts			
Meter Rental	\$ 120.00	\$ -	\$ 120.00
NFBWA	\$ 35,918.99	\$ 38,546.97	\$ 37,006.08
Sewer	\$ 17,946.00	\$ 17,940.50	\$ 15,344.00
Sewer - COA	\$ 5,256.00	\$ 5,310.00	\$ 4,878.00
Voluntary Fire Dept	\$ -	\$ -	\$ 1,572.00
Water	\$ 49,266.19	\$ 51,137.69	\$ 51,678.33
Grease Trap Inspection	\$ 75.00	\$ 50.01	\$ 50.01
Total Billed	\$ 108,582.18	\$ 112,985.17	\$ 110,648.42

Aged Receivable			
Total 90 Day Arrears	\$ 3,454.04	\$ 12,609.97	\$ 27,801.89
Total 60 Day Arrears	\$ 31,987.83	\$ 4,350.70	\$ 7,289.93
Total 30 Day Arrears	\$ 43,526.95	\$ 77,566.63	\$ 46,320.32
Unapplied Credits	\$ (4,509.86)	\$ (5,727.63)	\$ (5,144.66)
Total Aged Receivable	\$ 74,458.96	\$ 88,799.67	\$ 76,267.48
Current Receivable	\$ 102,833.94	\$ 108,151.13	\$ 104,569.35
Total Receivable	\$ 177,292.90	\$ 196,950.80	\$ 180,836.83

Electronic Payment Stats - Calendar Month

	Jul-21	Jun-21	Jul-20
Check Consolidation	96	91	68
Credit Card	777	765	719
ACH	241	249	235
Total	1114	1105	1022

Fort Bend FWSD No. 1

Connection/Active Accounts

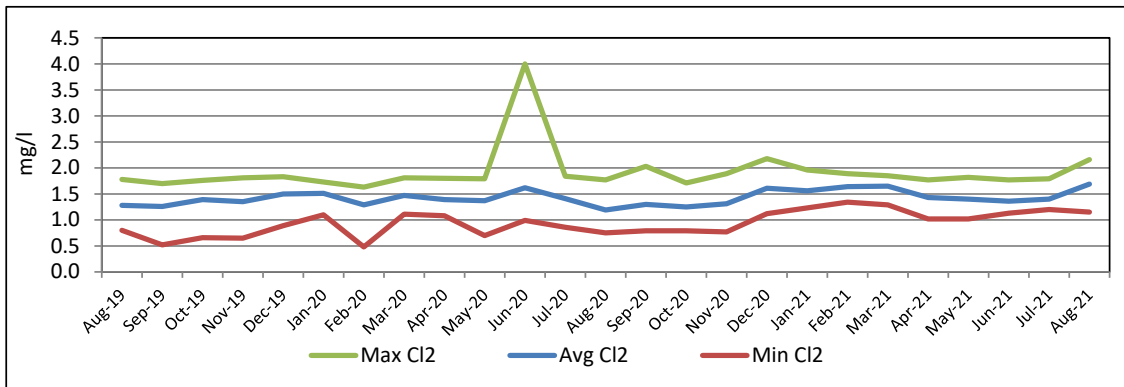
Connection Count	August 13, 2021	July 13, 2021	August 13, 2020
Residential Water Only	991	987	1024
Vacant Residential Water Only	60	59	57
Residential Full Service	506	497	416
Vacant Residential Full Service	15	15	12
Residential Water Only (Arcola sewer)	96	97	89
Vacant Residential Water Only (Arcola sewer)	5	4	2
Fire Line Non - Profit/Tax	4	4	4
Multi-Family	3	3	3
Builder	0	0	2
Builder Connection	0	0	0
Builder- Full Service	0	0	0
Builder Deposit	13	13	10
Commercial Water Only	18	18	17
Commercial Water Only (Arcola sewer)	1	1	1
Commercial w/GT	2	2	2
Commercial Water Only w/ GT	1	1	1
Commercial- Full Service	0	0	0
3rd Party Backcharge	1	2	1
Com Mfg & Industrial	1	1	1
Com Mfg & Industrial- Full Service	0	0	0
Non-Profit - Fresno VFD	0	0	0
HOA Irrigation	0	0	0
Commerical Irrigation	3	3	3
Ft Bend City. Water Only	1	1	1
Ft Bend Co. Full Service	2	2	2
Ft Bend Co. Water Only	0	0	0
Churches - Water Only	4	4	3
Churches - Full Service	3	3	3
District Meter	1	1	1
Interconnect - No Bill Arcola	1	1	1
Total	1732	1719	1656
Water use per ESFC	285	308	295

Tap Activity

Month	Month	Month	Month
Aug-21	7	Aug-20	2
Jul-21	16	Jul-20	6
Jun-21	9	Jun-20	7
May-21	7	May-20	6
Apr-21	3	Apr-20	9
Mar-21	6	Mar-20	4
Feb-21	4	Feb-20	2
Jan-21	4	Jan-20	5
Dec-20	6	Dec-19	7
Nov-20	4	Nov-19	12
Oct-20	9	Oct-19	5
Sep-20	3	Sep-19	2
Total	78		67

Fort Bend FWSD No. 1 Water Quality Monitoring Report

Disinfection Monitoring



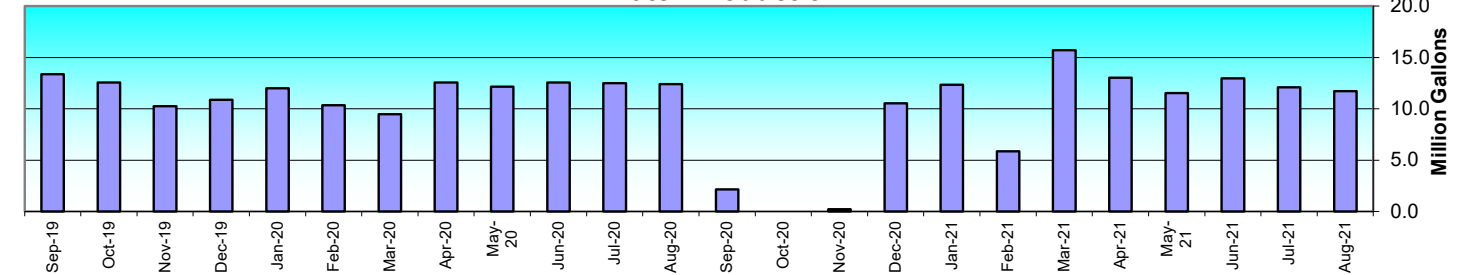
Maximum Residual Disinfectant Level (MRDL)

Month	Aug-21	Jul-21	Jun-21
# TCR Samples	4	4	4
# Disinfectant Samples	35	35	34
Average Disinfection Res.	1.69	1.40	1.36
Highest Reading	2.16	1.79	1.77
Lowest Reading	1.15	1.20	1.13
# Below Limit	0	0	0
# With None Detected	0	0	0

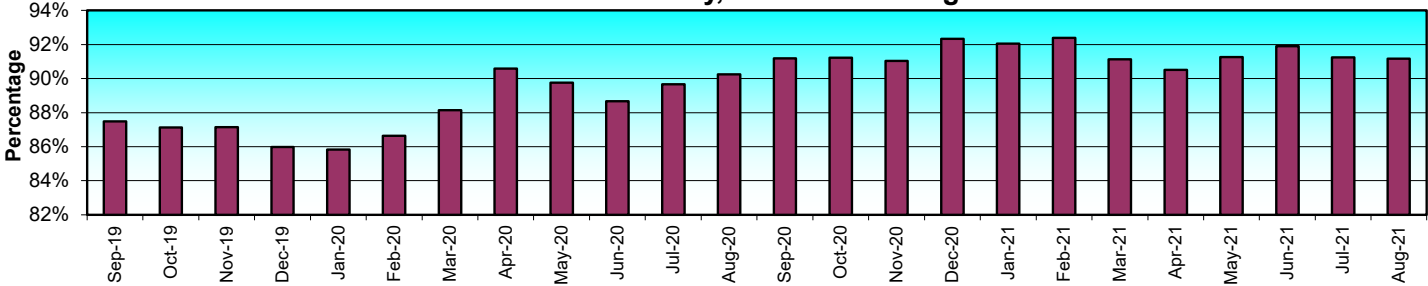
Fort Bend FWSD No. 1 Water Production Report

Period Ending	Production (MG)	Billed (MG)	Water Sold (MG)	Water Purchased	Total Billed (MG)	Construction (MG)	Water Loss	Accountability (%)	12 Month Avg.
Aug-5-21	11.711	7.976	2.890	0.000	10.866	0.000	0.845	92.8%	91.2%
Jul-7-21	12.105	8.564	3.028	0.000	11.592	0.000	0.513	95.8%	91.2%
Jun-7-21	12.965	8.755	3.168	0.000	11.923	0.000	1.042	92.0%	91.9%
May-5-21	11.534	7.894	2.700	0.000	10.594	0.000	0.940	91.9%	91.3%
Apr-6-21	13.032	8.547	3.045	0.000	11.592	0.000	1.440	89.0%	90.5%
Mar-5-21	15.715	10.715	1.154	0.000	11.869	0.000	3.846	75.5%	91.1%
Feb-3-21	5.866	7.016	2.552	4.200	9.568	0.000	0.498	95.1%	92.4%
Jan-7-21	12.341	8.027	2.626	0.000	10.653	0.000	1.688	86.3%	92.0%
Dec-7-20	10.545	8.962	3.074	2.500	12.036	0.000	1.009	92.3%	92.3%
Nov-4-20	0.222	7.608	2.670	11.050	10.278	0.000	0.994	91.2%	91.0%
Oct-7-20	0.000	7.690	2.704	11.400	10.394	0.000	1.006	91.2%	91.2%
Sep-8-20	2.153	9.269	3.250	10.200	12.519	0.000	-0.166	101.3%	91.2%
Aug-7-20	12.415	8.834	2.777	0.000	11.611	0.000	0.804	93.5%	90.2%
Jul-8-20	12.504	10.431	2.544	0.000	12.975	0.000	-0.471	103.8%	89.7%
Jun-8-20	12.563	7.738	2.853	0.000	10.591	0.000	1.972	84.3%	88.7%
May-7-20	12.141	8.593	1.459	0.000	10.052	0.000	2.089	82.8%	89.8%
Apr-7-20	12.565	9.489	2.609	0.000	12.098	0.000	0.467	96.3%	90.6%
Mar-6-20	9.466	6.487	2.090	0.000	8.577	0.000	0.890	90.6%	88.1%
Feb-7-20	10.339	7.183	2.227	0.000	9.410	0.000	0.929	91.0%	86.6%
Jan-7-20	11.988	8.248	2.514	0.000	10.762	0.000	1.226	89.8%	85.8%
Dec-5-19	10.893	7.264	1.093	0.000	8.357	0.000	2.536	76.7%	86.0%
Nov-5-19	10.253	7.450	2.134	0.000	9.584	0.000	0.669	93.5%	87.2%
Oct-7-19	12.573	8.753	2.644	0.000	11.397	0.000	1.176	90.6%	87.1%
Sep-6-19	13.376	9.184	2.857	0.000	12.041	0.000	1.335	90.0%	87.5%

Water Production



Accountability, 12 Month Average



FWSD#1 Interconnect w/COA

Day	FWSD#1 IC w/ COA	Daily Flow	Well Reads @ WP	Daily Flow
7/1/2021	166801	79	838733	300
7/2/2021	166880	105	839033	430
7/3/2021	166985	94	839463	365
7/4/2021	167079	110	839828	347
7/5/2021	167189	89	840175	423
7/6/2021	167278	109	840598	422
7/7/2021	167387	106	841020	295
7/8/2021	167493	107	841315	303
7/9/2021	167600	65	841618	441
7/10/2021	167665	119	842059	512
7/11/2021	167784	96	842571	276
7/12/2021	167880	96	842847	414
7/13/2021	167976	90	843261	432
7/14/2021	168066	86	843693	288
7/15/2021	168152	115	843981	434
7/16/2021	168267	91	844415	413
7/17/2021	168358	92	844828	428
7/18/2021	168450	92	845256	293
7/19/2021	168542	83	845549	411
7/20/2021	168625	92	845960	426
7/21/2021	168717	80	846386	292
7/22/2021	168797	87	846678	400
7/23/2021	168884	95	847078	423
7/24/2021	168979	96	847501	319
7/25/2021	169075	96	847820	423
7/26/2021	169171	107	848243	423
7/27/2021	169278	108	848666	505
7/28/2021	169386	91	849171	314
7/29/2021	169477	137	849485	568
7/30/2021	169614	110	850053	284
7/31/2021	169724	139	850337	277
8/1/2021	169863	126	850614	680

*meter is read M-F during normal business hours, weekend reads are calculated.

FWSD#1 Interconnect w/COA

Day	FWSD#1 IC w/ COA	Daily Flow	Well Reads @ WP	Daily Flow
8/1/2021	169863	126	850614	680
8/2/2021	169989	122	851294	550
8/3/2021	170111	179	851844	453
8/4/2021	170290	93	852297	434
8/5/2021	170383	90	852731	290
8/6/2021	170473	99	853021	412
8/7/2021	170572	135	853433	581
8/8/2021	170707	103	854014	421
8/9/2021	170810	99	854435	327
8/10/2021	170909	116	854762	545
8/11/2021	171025	77	855307	276
8/12/2021	171102	112	855583	430
8/13/2021	171214	110	856013	467
8/14/2021	171324	94	856480	492
8/15/2021	171418	194	856972	492
8/16/2021	171612	91	857464	429
8/17/2021	171703	97	857893	334
8/18/2021	171800	145	858227	412
8/19/2021	171945	107	858639	528
8/20/2021	172052	97	859167	296
8/21/2021	172149	97	859463	442
8/22/2021	172246	98	859905	469
8/23/2021	172344	94	860374	508
8/24/2021	172438	94	860882	443
8/25/2021	172532	84	861325	287
8/26/2021	172616	93	861612	411
8/27/2021	172709	92	862023	407
8/28/2021	172801	93	862430	426
8/29/2021	172894	95	862856	452
8/30/2021	172989	83	863308	441
8/31/2021	173072	94	863749	425
9/1/2021	173166	85	864174	273

*meter is read M-F during normal business hours, weekend reads are calculated.

2021 COA Sewer Meter Reads

Day	COA Sewer Reads	Daily Flow (in GPD)
7/1/2021	27980632	121,432
7/2/2021	28102064	69,728
7/3/2021	28171792	91,104
7/4/2021	28262896	189,000
7/5/2021	28451896	189,976
7/6/2021	28641872	135,872
7/7/2021	28777744	111,008
7/8/2021	28888752	158,960
7/9/2021	29047712	408,792
7/10/2021	29456504	117,560
7/11/2021	29574064	85,960
7/12/2021	29660024	117,905
7/13/2021	29777929	90,087
7/14/2021	29868016	313,592
7/15/2021	30181608	115,248
7/16/2021	30296856	93,986
7/17/2021	30390842	93,987
7/18/2021	30484829	93,987
7/19/2021	30578816	84,574
7/20/2021	30663390	98,714
7/21/2021	30762104	411,280
7/22/2021	31173384	106,296
7/23/2021	31279680	89,264
7/24/2021	31368944	89,264
7/25/2021	31458208	89,264
7/26/2021	31547472	89,296
7/27/2021	31636768	81,592
7/28/2021	31718360	88,284
7/29/2021	31806644	88,284
7/30/2021	31894928	89,450
7/31/2021	31984378	89,451
8/1/2021	32073829	89,451
		130,708
% based on allotted capacity 250,000 gpd		52%

2021 COA Sewer Meter Reads

Day	COA Sewer Reads	Daily Flow (in GPD)
8/1/2021	32073829	89,451
8/2/2021	32163280	86,248
8/3/2021	32249528	88,096
8/4/2021	32337624	92,064
8/5/2021	32429688	97,536
8/6/2021	32527224	88,218
8/7/2021	32615442	88,219
8/8/2021	32703661	88,219
8/9/2021	32791880	90,538
8/10/2021	32882418	90,539
8/11/2021	32972957	90,539
8/12/2021	33063496	85,896
8/13/2021	33149392	92,354
8/14/2021	33241746	92,355
8/15/2021	33334101	92,355
8/16/2021	33426456	83,400
8/17/2021	33509856	94,504
8/18/2021	33604360	82,600
8/19/2021	33686960	82,112
8/20/2021	33769072	91,768
8/21/2021	33860840	91,768
8/22/2021	33952608	91,768
8/23/2021	34044376	88,272
8/24/2021	34132648	96,856
8/25/2021	34229504	78,432
8/26/2021	34307936	88,096
8/27/2021	34396032	87,290
8/28/2021	34483322	87,291
8/29/2021	34570613	87,291
8/30/2021	34657904	87,247
8/31/2021	34745151	80,577
9/1/2021	34825728	83,232
		88,598
% based on allotted capacity 250,000 gpd		35%

**MINUTES OF THE MEETING OF
FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**

August 19, 2021

STATE OF TEXAS

COUNTY OF FORT BEND

The Board of Supervisors (the “Board”) of Fort Bend County Fresh Water Supply District No. 1 of Fort Bend County, Texas (the “District”), met in regular session, open to the public, on Thursday, August 19, 2021, at 6:00 p.m., via video and telephonic conference, as permitted by the March 16, 2020, Declaration by the Governor of the State of Texas which suspended certain provisions of Chapter 551, Texas Government Code. The roll was called of the members of the Board, to wit:

Paul Hamilton	President
Rosa Linda Medina	Vice-President
Calvin Casher	Secretary
Rodrigo Carreon	Assistant Secretary
Erasto Vallejo	Assistant Secretary

All members of the Board were present, thus constituting a quorum.

Also present at the meeting were: Cindy Grimes with Municipal Accounts & Consulting, LP, the District’s Bookkeeper (“MAC”); David Smalling with Robert W. Baird & Co., Inc (“Baird”), the District’s Financial Advisor; David Dybala with Jacobs Engineering Group, Inc. (“Jacobs”), the District’s Engineer; Bart Downum with Environmental Development Partners (“EDP”), the District’s Operator; Dwayne Grigar with Fort Bend County Precinct No. 1; Juanita Torres and Shelly Ballard, members of the public; and Michael R. Willis and Tamara Sharkey of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SK Law”), the District’s Attorney.

The meeting was called to order at 6:05 p.m. and the following business was transacted.

1. HEAR FROM PUBLIC (MATTERS ON THE AGENDA)

The Board recognized Ms. Torres who requested information regarding the District’s wastewater project schedule. The Board informed Ms. Torres the town hall meeting schedule would be announced closer to the project signup.

2. DISCUSS 2021 TAX LEVY AND CALL PUBLIC HEARING

The Board recognized Mr. Smalling and considered the Tax Rate Analysis prepared by Baird. After discussion with Mr. Smalling, the Board determined that the District is continuing to develop and should be classified under Section 49.23603, Texas Water Code. The Financial Advisor recommended a debt service tax rate of \$0.59 per \$100 of assessed valuation and an operation and maintenance tax rate of \$0.41 per \$100 of assessed valuation for a total tax rate of \$1.00 per \$100 of assessed valuation. Mr. Willis reminded the Board the process of setting the tax rate has two steps. The first step is to establish a proposed tax rate, call a public hearing on the proposed tax rate, and authorize publication of notice of the proposed tax rate and public hearing in a newspaper of general circulation in Fort Bend County. The second step is to conduct the public hearing and officially set the tax rate.

Upon a motion made by Supervisor Casher, seconded by Supervisor Vallejo, and after full discussion, the Board voted unanimously to (1) establish its intent to set and levy for 2021 (i) a debt service tax rate in the amount of \$0.59 per \$100 of assessed valuation, and (ii) an operation and maintenance tax rate of \$0.41 per \$100 of assessed valuation, for a total tax rate of \$1.00 per \$100 of assessed valuation, (2) to call a public hearing on the proposed tax rate for Thursday, September 16, 2021, at 6:00 P.M. at the regular meeting place of the Board, and (3) to authorize publication of the proposed tax rate and public hearing.

At this time, Mr. Smalling left the meeting.

3. DISCUSS PROVISION OF ADDITIONAL WATER CAPACITY TO CITY OF ARCOLA

The Board considered the request of the City of Arcola (“CoA”) for additional water capacity as discussed at previous meetings and recognized Mr. Willis who reported the City had not yet provided comments to the proposed agreement for additional connections.

The Board noted there was no action necessary at this time.

4. BOOKKEEPER’S REPORT

The Board then considered the Bookkeeper’s Report presented by Ms. Grimes, a copy of which is on file in the official records of the District, and the invoices and checks presented for payment as follows:

A. Approval of Bills.

The Board reviewed the bills presented for payment, including the invoices discussed in more detail under the Engineer’s Report.

B. Review Investment Report.

The Board reviewed the investment report.

C. Review Collateral Pledge Report.

The Board reviewed the Collateral Pledge report.

Ms. Grimes also informed the Board she and CoA have discovered a billing discrepancy. Ms. Grimes is reviewing previous bills and will present the final amount at the next meeting. Ms. Grimes reported CoA requested the District reimburse CoA for the amount overbilled, and then CoA would reimburse the District for its overpayment. Mr. Willis noted the reimbursements to CoA and the District should be made concurrently when ready.

Upon motion duly made by Supervisor Medina, seconded by Supervisor Carreon, the Board voted unanimously to (i) approve the Bookkeeper’s Report, as presented, and (ii) authorize the payment of the checks and invoices listed therein, including the invoices discussed under the Engineer’s Report.

5. TAX ASSESSOR/COLLECTOR'S REPORT

The Board next considered the Tax Assessor/Collector's Report, presented by Ms. Grimes. A copy of the Tax Assessor/Collector's Report is attached to the Bookkeeper's Report, and on file in the official records of the District.

Upon motion duly made by Supervisor Medina, seconded by Supervisor Casher, the Board voted unanimously to approve the Tax Assessor/Collector's Report, as presented.

6. ENGINEER'S REPORT

The Board recognized Mr. Dybala, who then presented the Engineer's Report, a copy of which is on file in the official records of the District, and is excerpted below:

(a) Report on status of projects:

i) Water Plant #1 Recoat Work

- Project complete.
- Request Board's approval of PE#2 from A&H Coating Services (construction) and Invoice #2 from Preventive Services (inspections) for \$16,017.50 and \$2,500.00, respectively

ii) Water Plant #2

- Project currently under construction...Contractor has completed the off-site waterline, including tie-ins with District's existing waterlines...Contractor is currently in process of completing foundation work for the HPTs and GST...Alsay (well driller) is currently on site working on drilling pilot hole
- Request Board's approval of Pay Estimates No. 4 from B-5 Construction Co. for construction of the project for \$83,238.75
- Request Board's approval of Invoice No. 5 from Terracon for material testing services for \$3,205.75
- Anticipate construction being completed by mid-2022
- District Est. Water Conn. Timeline (FBCFWSD#1 WP#1 Conn. Capacity = 1,875 when temporary water service agreement gets signed by CoA)
 - End of 2021 = 1,750
 - Mid 2022 = 1,785

iii) Gateway Acres Subdivision Wastewater Collection System

- Final design comments are being addressed and construction plans are anticipated to be ready for submission to the review agencies by the end of this month...construction plans will be submitted to the TCEQ, CoH, FBC Engineering and Drainage, Centerpoint, AT&T and Frontier for comment/approval

iv) Fresno Ranchos Subdivision Wastewater Lift Station and Force Main

- Final design comments are being addressed and construction plans are anticipated to be ready for submission to the review agencies by the end of this month...construction plans will be submitted to the TCEQ, CoH, FBC Engineering and Drainage, Centerpoint, AT&T and Frontier for comment/approval

v) Gateway Acres Subdivision Wastewater Plumbing Contract

- Tentative Schedule (actual schedule dependent on when construction plans are bid ready and TCEQ loan secured, which is anticipated to occur by the end of this year...could be impacted by available WWTP capacity, which temporary water service agreement is needed to resolve):
 - o Townhall Meetings (potentially with FBC CDBG assistance) – January thru May 2022 (once a month)...breaking GA into three sections, with each section having its own meeting in January thru March...April and May would be a general meeting for all sections...utilizing this plan, all sections would have three opportunities to attend a meeting
 - o Anticipate Gateway Acres Sub WW Collection System project being completed in 4Q of 2022, with the plumbing project starting construction immediately afterwards

(b) Authorize Engineer to Prepare Plans and Specifications for Water/Wastewater Projects

- no action items

(c) Report on status of project funding and take necessary action related thereto.

- Project One-Year Warranty Expiration Dates
 - Fresno Gardens N Sub WW Plumbing Project...01/15/2022
- 2015 TWDB DFUND Loan...remaining funds will be used for the Water Plant No. 2 project
- 4th TWDB DFUND Loan (\$1.745M)...funds will be used to complete the Water Plant No. 2 project
- 2021 TCEQ Loan (\$10.45M) – BAR was submitted to the TCEQ and declared administratively complete on August 2nd...BAR is currently under technical review...DA working on scheduling a meeting with TCEQ reviewer to discuss contents of BAR in an effort to expedite their review...anticipate funds being available at the end of this year...funds from the BAR are needed to fund the completion of a) Gateway Acres Sub WW Collection System project b) Fresno Ranchos Sub LS and FM project, and c) CoA WWTP Expansion project
- FBC CDBG Funds...will pursue funding source for future plumbing projects...reapply for funds in Sept after census completed

(d) Projections for District Water and Wastewater Projects

- request Board approval to update information every January and July...updated, overall District water and wastewater project exhibits have been completed and are included with this report...updated exhibits have been placed on the District's website by the DA

(e) Discuss Emergency Preparedness Plan and take any necessary action related thereto

- review EPP in April each year to determine if any updates are required
- will need to coordinate with EDP for completion of AWIA emergency response plan that needs to be completed by the end of this year

(f) Status of Non-Residential Applications for Water Service –

Connected:	
4320 Doreen Avenue (Multi-Family Dwelling)	Interconnect with FBCMUD23
293 Teakwood Avenue (Multi-Family Dwelling)	La Fresno Food Mart
297 Teakwood Avenue (Multi-Family Dwelling)	Lou's Back Porch
Church of God of Prophecy	LT No Limits
Crossroad Market	Mustang Community Center
Dollar General	MVP Auto Parts (Domestic & FW)
Enriquez Tire Shop (East Palm)	New Quality Life Ministries (Church)
FBC Water Connection at Water Plant	New Quality Life Ministries (Restaurant)
First Baptist Church of Fresno (Domestic & FW)	Papa Nick's BBQ Kitchen – Mobile Food Truck
Fresno Gym (3941 FM 521)	PMC International Tire Shop
Fresno Market – FM521 (Domestic & Irrigation)	Quality Paint and Body (Pecan Street)
Fresno Motor	Richard Martini-Rental Livestock Pasture
Fresno Mount Corinth Baptist Church	Robbins Nest for Children (Domestic & FW)
Fresno Volunteer Fire Department	St. James Knanaya Church – Fire Tap
F&R Tax	St. Peters & St. Pauls Orthodox Church of Houston
General Office Space (514 Pecan Street)	Swingby#3 Gas Station (Domestic & Irrigation)
Gulf Coast LP Gas Company	Televue Terrace Subdivision Lift Station
HEFCO Enterprises	Tiny Toes Academy
Iglesia Bautista Del Calvario Church	Tire Shop at 1739A Trammel Fresno
Iglesia Principe De Paz Church	Valero Gas Station
Interconnect with City of Arcola	Welcome Foods

Connections Pending:	

Processing Application:	
St. James Knanaya Church (Ave C) - customer working on coordinating a meeting between Jacobs and EDP and their engineer and fire system designer to discuss their proposed plan...informed customer that application is over a year old (submitted on 12/2019) and subject to being considered expired...per customer, they have had prior issues with FBC approving drainage plan for site	
Fresno Food Mart (Trammel Fresno Rd) - waiting on all required docs to complete application (this is second application from customer as previous application had expired)...application submitted in April 2021	

Status of Non-Residential Applications for Wastewater Service –

Connected:	
4320 Doreen Avenue (Multi-Family Dwelling)	General Office Space (514 Pecan Street)
293 Teakwood Avenue (Multi-Family Dwelling)	Mustang Comm Center (<i>minus field bathrooms</i>)
297 Teakwood Avenue (Multi-Family Dwelling)	New Quality Life Ministries (Church)
Church of God of Prophecy	New Quality Life Ministries (Restaurant)

First Baptist Church of Fresno	Quality Paint and Body (Pecan Street)
Fresno Volunteer Fire Department	

Connections Pending:	

Processing Application:	

(g) Potential Emergency Water Interconnect with BCMUD21

- conducted phone conversation with LJA (Bill Ehler), engineer for BCMUD21, on December 2016 regarding potential emergency water interconnect between our districts
- possible location for interconnect would be at east end of Renfro Burford Road
- BCMUD21 would be interested in pursuing interconnect (50/50 cost split) once FBCFWSD#1 completes its 2nd Water Plant

(h) Status of New CoA WP – CoA anticipates their water plant being completed by mid-2022...completion date may be extended due to recent water sampling results...once completed, interconnect with CoA will become an emergency water interconnect and the District will owe funds to CoA, per the RFC, for taking back 500 connections worth of water service (plus 125 connections, if temporary water service agreement is finalized)...if it is determined later that there will be a significant delay in the completion of the CoA WP, then the District may want to consider conducting an elevated storage tank waiver application with the TCEQ for additional water connections

(i) Status of CoA WWTP Expansion Project (increasing capacity from 0.675 MGD to 0.95 MGD...the District would be receiving an additional 100,000 GPD of capacity through this expansion) –

DA is coordinating this matter with the CoA by means of the temporary water service agreement, which would require a) a study to be submitted to the TCEQ in an attempt to re-rate the WWTP from 350 gpd/connection to some lessor amount and b) require the WWTP expansion project to be completed on or before June 2024...Currently, per the RFC, the District is only capable of providing wastewater service to 714 connections

(j) Roadway Widening Projects Within District (which will require utility and service line relocations):

- FM521 Roadway Widening Project:

○ **Scope** – 4 lane, divided roadway with raised median, curb and gutter, with underground storm sewer lines, side swales, and sidewalk

○ **Schedule** –

- 30% Utility Coordination meeting was conducted in November 2020
- 60% Utility Coordination meeting???...waiting for TxDOT to coordinate

- Anticipate 100% completed construction plans by the end of this year
- Anticipate coordinating necessary water and wastewater utility relocations by mid-2022
- Anticipate roadway widening project to start construction in 2023

- **South Post Oak Boulevard Widening Project:**

○ **Scope** – Increased ROW width, with 2 lane road and additional lanes throughout sections, with roadside ditches

○ **Schedule** –

- Project currently under construction...District assisting roadway contractor, as necessary, with utility relocations...will inquire if County will assist with cost of relocating utilities

- **West Sycamore Road Widening Project:**

○ **Scope** – Proposed 100' ROW, with 4 lane, divided roadway with raised median, curb and gutter, with underground storm sewer lines, and sidewalk

○ **Schedule** –

(k) Received 30% complete roadway plans...requested a) overall project schedule b) County involvement in funding utility relocations and c) possibility of including utility relocation work within roadway plans

Upon motion made by Supervisor Casher, seconded by Supervisor Carreon, and after full discussion, the Board voted unanimously to approve (i) Pay Estimate #2 from A&H Coating Services (construction) for \$16,017.50; (ii) Invoice #2 from Preventive Services (inspections) for \$2,500.00; (iii) Pay Estimates No. 4 from B-5 Construction Co. for \$83,238.75; (iv) Invoice No. 5 from Terracon for material testing services for \$3,205.75; and (v) approve the Engineer's Report, as presented.

At this time, Supervisor Medina left the meeting.

7. OPERATOR'S REPORT/TERMINATION OF SERVICE

Next the Board recognized Mr. Downum, who submitted to and reviewed with the Board the Operator's Report, a copy of which is on file in the official records of the District.

A. Repairs to Water and Wastewater systems

Mr. Downum reported substantial system repairs and maintenance as follows:

- Installed residential taps and meters at 15 locations;
- Installed a commercial tap for Fresno Gym;
- Repaired hydrotank #1 during rehab project;
- Improvements to driveway of Liftstation #1;
- Repaired service line leak at 3311 Illinois Road;

- Certified AWIA R&R Assessment for regulatory compliance.

Mr. Downum then requested authorization to

- (a) repair the seal and shaft failures on booster pump #1 for Water Plant #1 for an estimated cost of \$8,700 (compared to an estimated \$16,000 if the pump were to be replaced);
- (b) repair the seal and shaft failures on booster pump #2 for Water Plant #1 for an estimated cost of \$9,500 (compared to an estimated \$16,000 if the pump were to be replaced); and
- (c) perform a valve survey of District water lines in connection with utility relocations for the road widening project along South Post Oak Blvd. in an amount not to exceed \$7,500.

Mr. Grigar stated he would provide Jacobs with the project schedules for the various road widening projects impacting the District.

B. Requests for Water Taps

Mr. Downum did not report any requests at this time.

C. Delinquent Water Accounts and Service Terminations

Mr. Downum provided a list of customers that received a delinquent letter by mail and are subject to disconnection of service.

Upon a motion duly made by Supervisor Casher, seconded by Supervisor Vallejo, and after full discussion, the Board voted unanimously (i) to authorize the valve survey in connection with the South Post Oak Blvd. widening project; (ii) to authorize the repairs to booster pump #1 and # 2 at Water Plant #1; (iii) to approve the Operator's Report and repairs to the water and wastewater system; and (iv) to approve the termination list and account write-offs.

8. ATTORNEY'S REPORT

The Board recognized Mr. Willis, who presented the Attorney's report as follows:

A. Approval of Minutes

The proposed minutes of the meeting held on July 15, 2021, were presented for approval.

B. Discuss Regional Facilities Contract

Mr. Willis noted that no action was necessary in connection with this item.

C. Approve Resolution Regarding Cybersecurity

Mr. Willis next presented to and reviewed with the Resolution Regarding Cybersecurity Compliance. Mr. Willis informed the Board H.B. 1118, passed in the recent legislative session, no longer requires the Supervisors to take a cybersecurity training course, as the Supervisors do not meet the conditions of Section 2054.5191.

D. Approve Resolution Regarding Annual Review of Investment Policy

Mr. Willis presented to the Board a Resolution Regarding Annual Review of Investment Policy.

At this time, Supervisor Medina rejoined the meeting.

E. Consider Right of Entry Agreement with NFBWA for Automated Meter Reading System

Mr. Willis next presented to and reviewed with the Board a request from the North Fort Bend Water Authority (“NFBWA”) and proposed agreement for a Right of Entry permitting the NFBWA to install an automated meter reader.

The Board deferred any action on this item at this time.

Mr. Willis also discussed the CoA request for additional capacity with the Board, and noted that the CoA attorney is having a meeting with CoA next week regarding the proposed agreement. Mr. Willis stated that progress should be made after this meeting, but requested authorization to prepare a letter to CoA, if necessary, informing CoA that the District may rescind the commitment if the City fails to comment on, execute and return the proposed agreement within a reasonable time.

Mr. Willis then informed the Board the District’s insurance provider for directors’ and officers’ liability coverage would no longer be offering breach of contract coverage, and alternative options would be presented ahead of the policy renewal deadline in November.

Upon motion duly made by Supervisor Carreon, seconded by Supervisor Casher, the Board voted unanimously to (i) approve the minutes of the July 15, 2021 meeting, as presented; (ii) approve the Resolution Regarding Cybersecurity; (iii) approve the Resolution Regarding Annual Review of Investment Policy and approved broker list; (iv) authorized Mr. Willis to prepare a letter regarding the proposed agreement for additional capacity to CoA, if necessary; and (v) approve the Attorney’s Report.

9. REGIONAL PLANT COMMITTEE REPORT

Supervisor Hamilton then presented the Regional Plant Committee Report.

Upon a motion made by Supervisor Medina, seconded by Supervisor Carreon, and after full discussion, the Board voted unanimously to approve the Regional Plant Committee Report.

10. HEAR FROM THE PUBLIC.

The Board discussed the upcoming expiration of the Governor’s Order permitting remote meetings and the return to the regular in-person meeting location for the next meeting.

There being no further business to come before the Board, upon a motion duly made and seconded, the Board voted unanimously to adjourn.

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PASSED, ADOPTED, and APPROVED this _____.

Secretary

[SEAL]

ELECTRONIC LOCKBOX PAYMENT SERVICE
DOCUMENTS

FORT BEND COUNTY FRESH WATER SUPPLY
DISTRICT No. 1

BINDER _____
EDP



CENTRAL BANK—HOUSTON
11201 CLAY ROAD, HOUSTON TX 77041

ELECTRONIC LOCKBOX PAYMENT SERVICE
DOCUMENTS

FORT BEND COUNTY FRESH WATER SUPPLY
DISTRICT No. 1

BINDER _____
EDP



CENTRAL BANK—HOUSTON
11201 CLAY ROAD, HOUSTON TX 77041

**RESOLUTION APPROVING CENTRAL BANK'S
ELECTRONIC LOCKBOX PAYMENT SERVICES
FOR DISTRICT CUSTOMERS**

THE STATE OF TEXAS

COUNTY OF FORT BEND

WHEREAS, the Board of Directors of Fort Bend County Fresh Water Supply District No. 1 (the "District") desires to permit additional forms of payment for District water and sewer bills as a convenience to its customers, including but not limited to, electronic funds transfers from customers' accounts and internet payments using a customer's financial institution's on-line bill payment system, (the "Electronic Lockbox Services", a/k/a ELB Services); and

WHEREAS, the District desires to secure the ELB Services through Central Bank; and

WHEREAS, the District desires to contract with Central Bank, pursuant to the terms of a processing agreement ("Processing Agreement"), for Central Bank to perform for the District certain processing services related to the ELB Services; and

WHEREAS, the District desires to have certain of the ELB Services available from Central Bank, through third party vendors, specifically, online check and internet bill payment services available at a District's customer's financial institution (the "Check Elimination Services"); and

WHEREAS, the Check Elimination Services are currently made available under a Third Party Electronic Payment Delivery Agreement ("Third Party EPDA") between Fiserv Solutions, Inc. ("Fiserv"), FIS Biller Direct, others and Central Bank; and

WHEREAS, the Processing Agreement also details (i) the District's obligations to Central Bank with respect to the ELB Services and, (ii) the District's authorization of Central Bank to perform certain functions in connection with the ELB Services; and

WHEREAS, the District acknowledges that Central Bank may offer the ELB Services through various third party vendors so long as the District's obligations with respect thereto will not differ from its obligations with respect to the ELB Services as detailed in the Processing Agreement;

WHEREAS, the District also desires to appoint Central Bank to act as its agent with respect to execution of an Agent Authorization Agreement with FiServ, which approves FiServ sending the payment(s) settlement by ACH to the District's Central Bank checking account and instructs FiServ to send the remittance data to Central Bank in accordance with the Electronic Payment Delivery Agreement between Central Bank and FiServ; and

WHEREAS, Central Bank, subject to the terms of the various agreements associated with the ELB Services that are to be entered or have been entered into by Central Bank, as listed above, has represented and agreed that the ELB Services will be available to the District and its

customers for a one (1) year term, and may be renewed, by mutual agreement among Central Bank, the District and/or third party vendors, as applicable, for successive one year periods; and

WHEREAS, Central Bank has represented to the District that the cost to the District (“District Fees”) and its customers (“Customer Fees”) for the various ELB Services are as set forth on Schedule One to these resolutions, subject to amendment from time to time as provided in the agreements associated with each of the ELB Services; and

WHEREAS, Central Bank has represented that all Customer Fees shall be separate from District receipts and that District receipts will not be diminished by Customer Fees; and

WHEREAS, Central Bank has represented that funds collected utilizing the ELB Services (separate from any Customer Fees) on behalf of the District must be deposited in an active Central Bank account which will be governed by all relevant provisions of Texas law applicable to public funds; and

WHEREAS, the District has engaged Environmental Development Partners, LLC (the “Operator”) to provide monthly billing, collection, and other services (“Collection Services”) for the District pursuant to a service agreement and Operator will continue to provide Collection Services in conjunction with the ELB Services and will coordinate as necessary with Central Bank and other third party vendors; and

WHEREAS, the District has assumed certain obligations regarding provision of the ELB Services, which obligations the Operator will assume as part of its Collection Services for the District pursuant to an Addendum to Operator Service Agreement (“Operator Addendum”) with the District.

NOW THEREFORE:

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF Fort Bend County Fresh Water Supply District No. 1 THAT:

Section 1: The Board of Directors of the District (the “Board”) hereby approves the offering of the ELB Services to its customers through Central Bank, FiServ Solutions f/k/a CheckFreeDirect, and other third party vendors that are acceptable to Central Bank, and their respective authorized agents, vendors, retailers and/or processors, and the District hereby authorizes the payment of District Fees to Central Bank for the ELB Services, and consents to Central Bank and FiServ conditioning a District’s customer’s access and use of the ELB Services on the customer paying the Customer Fees associated with any ELB Services selected by the District customer; provided, however, that neither Central Bank, FiServ, nor any other third party shall have any lien or security interest whatsoever on any District accounts, funds, or property as a result of the ELB Services provided.

Section 2: The Board hereby appoints Central Bank to act as its agent in the procurement of the ELB Services and authorizes and directs Central Bank to perform all other necessary actions to provide the ELB Services to the District and District customers; provided,

however, that Central Bank shall have no authority to bind the District to any terms contrary to representations made by Central Bank to the District and recited herein.

Section 3: The Board hereby authorizes and directs its officers and consultants to provide the necessary Central Bank account information to Central Bank and, if the District does not have a depository operating account at Central Bank, to open a depository operating account or a non-interest bearing clearing account with Central Bank with a balance minimum to cover return items prior to the commencement of the ELB Services. If the Central Bank checking account is used as a "clearing account", then the clearing account must be governed by the same terms and conditions of all Central Bank public fund checking accounts and in accordance with Texas law governing the use of public funds.

Section 4: The Board hereby authorizes the execution and delivery of the Processing Agreement and Operator Addendum, the form, terms and provisions of which and the documents referenced therein being hereby authorized and approved, and authorizes and directs its officers to execute and deliver the Processing Agreement and Operator Addendum on behalf of the Board.

Section 5: The Board hereby authorizes and directs the District's officers to provide Central Bank from time to time with the names and titles of the District's officers, attorneys and other consultants who are authorized to act for the District in the District's performance of its obligations to Central Bank under the terms of the Processing Agreement, including but not limited to, the authorization of the Operator to act for the District in the resolution of any discrepancies that may arise between District and customer records.

Section 6: The Board hereby authorizes and directs the District's officers to execute all other documents and authorizes and directs its officers, attorneys, and other consultants to take all actions necessary to accomplish the purposes of this Resolution.

Section 7: This Resolution constitutes official action by the Board of Directors of the District concerning the foregoing matters and shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED this _____ day of _____, 20_____.

**Fort Bend County Fresh Water Supply
District No. 1**

BY: _____

Name & Title

ATTEST:

Name & Title

**Central Bank – Electronic Lockbox Service Fees
Schedule One**

DISTRICT FEES:

ELB Services Return Item Processing Fee

- \$7.50 per return item processed, subject to future increase.
- Fees may be amended from time to time with 30 days written notice.

CUSTOMER FEES:

Check Elimination

Online Check and Internet Bill Payment Through Customer's Financial Institution

- No fee

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, the undersigned officer of the Board of Directors of Fort Bend County Fresh Water Supply District No. 1 (the "District"), do hereby certify as follows:

1. The Board of Directors of the District, (the "Board") convened in regular session on the _____ day of _____, 20____, and the roll was called of the duly constituted officers and members of the Board, to-wit:

_____	President
_____	Vice President
_____	Secretary
_____	Assistant Secretary
_____	Assistant Vice President

and all of said persons were present except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

**RESOLUTION APPROVING CENTRAL BANK'S ELECTRONIC LOCKBOX PAYMENT SERVICES
FOR DISTRICT CUSTOMERS**

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that the public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the _____ day of _____, 20____.

Secretary, Board of Directors

(SEAL)

ADDENDUM TO OPERATOR SERVICE AGREEMENT

This Addendum to Operator Service Agreement ("Operator Addendum") is entered into as of this ____ day of _____, 20____, by and between the Fort Bend County Fresh Water Supply District No. 1, a political subdivision of the State of Texas ("District") and Environmental Development Partners, LLC ("Operator"), a Texas _____ duly organized under the laws of and authorized to do business in the State of Texas.

WHEREAS, Central Bank ("Central Bank") has entered into Vendor Agreements with FiServ Solutions Inc. ("FiServ") to provide means by which residents of the District ("Customers") can pay their water and sewer bills, including but not limited to, "Check Elimination Services" (online check and internet payments using a customer's financial institution's on-line bill payment system), (the "ELB Services"); and

WHEREAS, the District has entered into a Processing Agreement with Central Bank, whereby (i) the District agrees to perform certain functions in connection with the ELB Services, and (ii) Central Bank will perform for the District certain processing services in connection with the ELB Services that would otherwise be required of the District in connection with the ELB Services; and

WHEREAS, the District acknowledges that Central Bank may offer the ELB Services through various third party vendors so long as the District's obligations with respect thereto will not differ from its obligations as detailed in the Processing Agreement; and

WHEREAS, the Operator currently provides monthly billing, collection, and other services ("Collection Services") for the District pursuant to a professional services agreement and will continue to do so; and

WHEREAS, pursuant to the Processing Agreement, the District has assumed certain obligations regarding provision of the ELB Services, which obligations the Operator will assume as part of its Collection Services for the District; and

WHEREAS, the District and the Operator agree that the Operator will benefit from the District's provision of the ELB Services to its Customers through more efficient performance of its Collection Services; and

WHEREAS, the Operator is willing to assume certain of those obligations on the terms and conditions set forth in this Operator Addendum.

NOW, THEREFORE, in consideration of the representations, promises, covenants and obligations contained herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. PROCESSING AGREEMENT WITH CENTRAL BANK

Section 1.1 Pursuant to the terms of the Processing Agreement, Operator agrees:

(1) To review promptly all reports provided by Central Bank pursuant to the Processing Agreement and to promptly report to Central Bank any errors identified by Operator in any such report;

(2) To develop and implement procedures to insure the Operator's compliance with all laws and regulations applicable to the Operator in its performance of processing services on behalf of the District pursuant to this Addendum; and

Section 1.2 In connection with the ELB Services, specifically, check elimination (online check and internet bill payment) services available at a Customer's financial institution, and the District's related duties as described in the Processing Agreement, Operator agrees to:

(1) Process payments and the relevant data associated with the payment as soon as reasonably possible after the funds and relevant data have been transmitted by Central Bank to the Operator on behalf of the District;

(2) To verify the Customer's relevant data prior to conversion to an electronic transaction;

(3) Notify Central Bank as soon as reasonably possible if the data file fails to post; and

(4) Notify Central Bank in the event any Customer payment received is not credited to the applicable account.

ARTICLE II. GENERAL TERMS

Section 2.1 *Term.* This Operator Addendum shall continue in force and effect so long as the Processing Agreement remains in force and effect unless (i) terminated by mutual written agreement of the District and the Operator or, (ii) the Operator is replaced by another operator pursuant to a new service agreement with the District.

Section 2.2 *Modification.* This Operator Addendum shall be subject to change or modification only with the written mutual consent of the District and the Operator.

Section 2.3 *Severability.* The provisions of this Operator Addendum are severable, and if any provision or part of this Operator Addendum or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Operator Addendum and the application of such provision or part of this Operator Addendum to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the District and the Operator have executed this Operator Addendum in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

**Fort Bend County Fresh Water
Supply District No. 1**

Environmental Development Partners, LLC

BY:

BY:

Print Name & Title

Print Name & Title

ATTEST BY:

Name & Title

PROCESSING AGREEMENT WITH CENTRAL BANK

This Processing Agreement is executed on _____, 20____ (“Effective Date”), by and between the Fort Bend County Fresh Water Supply District No. 1, a political subdivision of the State of Texas (the “District”), and Central Bank (“Central Bank”), a Bank organized and existing under the laws of the State of Texas. The District and Central Bank are in good standing with the State of Texas, and are authorized to enter into and engage in this Processing Agreement.

WHEREAS, the District desires to have available from Central Bank, through third party vendors, (i) “Check Elimination Services” (online check and internet bill payment services available at a District’s customer’s financial institution) (the “ELB Services”); and

WHEREAS, the ELB Services are currently made available under a Third Party Electronic Payment Delivery Agreement (“TPE Agreement”) between FiServ Solutions, Inc. (“FiServ”), and Central Bank; and

WHEREAS, in connection with the ELB Services, the District will assume certain obligations and authorize Central Bank to perform certain functions, as detailed herein; and

WHEREAS, the District acknowledges that Central Bank may offer the ELB Services through various third party vendors so long as the District’s obligations with respect thereto will not differ from its obligations detailed hereinafter with respect to the ELB Services.

NOW, THEREFORE, in consideration of the representations, promises, covenants and obligations contained herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DELIVERY OF DOCUMENTS

SECTION 1.1 *Delivery.* The District shall deliver to Central Bank original executed copies of each of the following documents as soon as possible following the execution of this Processing Agreement by the District:

- (a) This Processing Agreement;
- (b) Operator Addendum; and
- (c) Board of Directors’ Resolution(s) certified by the Secretary of the District authorizing: the execution and delivery of this Processing Agreement and the provision of the names and specimen signatures of the individuals specifically authorized to act on behalf of the District in connection with matters arising under this Processing Agreement.

Until the documents listed in this Section 1.1 are delivered to the Bank, Central Bank has no obligation to perform ELB Services for the District under the terms of this Processing Agreement.

SECTION 1.2 *The District to Furnish Documents.* The District agrees to furnish Central Bank, from time to time, copies of all amendments of and supplements to, or otherwise current versions of all Board of Directors’ resolutions modifying the resolutions affecting this Processing Agreement delivered to Central Bank pursuant to Section 1.1 hereof, and Central Bank is authorized to act on the most recent

versions of the Board of Directors' resolutions provided to Central Bank until Central Bank receives a copy of any amendments, modifications and/or supplements to such resolutions.

ARTICLE II. EXPENSES

SECTION 2.1 *Fees Paid to Central Bank.* For the ELB Services, the District will pay to Central Bank the fees set forth in Schedule A — Processing Agreement District Fees attached to this Processing Agreement.

SECTION 2.2 *Expenses Paid by the District.* All expenses of the District incurred by the District in carrying out its responsibilities under this Processing Agreement shall be paid by the District, including but not limited to the following:

- (a) Taxes, if any, and any preparation of documents incidental or related to taxes; and
- (b) Legal, audit, and accounting expenses.

ARTICLE III. ELB SERVICES

SECTION 3.1 *Instructions and Reliance.* For purposes of this Processing Agreement, the term "Entries" shall have the meaning provided in the National Automated Clearing House Association Rules and shall also mean the data received from the District under this Processing Agreement from which Entries are prepared and processed. For purposes of this Processing Agreement, the term "instructions" means written directions given to Central Bank by or on behalf of the Board of Directors of the District, concerning the ELB Services Entries. Central Bank shall be deemed to have received instructions from the Board of Directors upon receipt of written directions (including receipt by telecopier, telegram, cable, facsimile or telex), which may be continuing directions adopted by the Board of Directors of the District or by a person listed in Section 3.2 of this Processing Agreement whom the Board of Directors shall have authorized to give the particular class of instructions in question. Different persons may be authorized in Section 3.2 to give instructions for different purposes, and instructions may be general or specific in terms; however, if instructions are given in general terms, and a dispute arises as to actions taken by Central Bank and reasonable reliance upon such instructions then, as between the District and Central Bank, any ambiguity in instructions shall be construed against the District.

SECTION 3.2 *Authorized Individuals.* The following individuals listed, as amended from time to time, are authorized to initiate, correct, and/or delete Entries related to the ELB Services and/or instruct Central Bank to take other actions with respect to the matters governed by this Processing Agreement. District may amend authorized individuals by providing Central Bank with a new list of authorized individuals signed by the District. Such amendment becomes effective upon receipt by Central Bank.

CHECKING ACCOUNT:

	AUTHORIZED NAME	AUTHORIZED SIGNATURE	PHONE NUMBER/EMAIL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

SECTION 3.3 *Duties of District.* In connection with the offering of ELB Services through Central Bank, the District agrees to perform certain functions:

In connection with check elimination services (online check and internet bill payment services available at a District's customer's financial institution), the District agrees:

- i. to maintain sufficient funds to effect electronic debits for the reversal of any payment;
- ii. to process payments and the relevant data associated with the payment as soon as reasonable possible after the funds and relevant data have been transmitted by Central Bank to the District;
- iii. to notify Central Bank as soon as reasonably possible if the data file fails to post; and
- iv. to notify Central Bank in the event any customer payment received is not credited to the applicable account.

SECTION 3.4 *Central Bank Authorization.* In connection with the ELB Services, the District hereby authorizes Central Bank to perform certain functions:

With respect to the check elimination services at a District customer's financial institution, Central Bank is authorized to:

- i. provide a service that permits the on-line check vendor to convert a customer authorized debit payment from a paper transaction to an electronic ACH credit transaction to post to the District's account at Central Bank;
- ii. convert payment record information to an electronic posting file;
- iii. provide service providers deposit account and transaction information;
- iv. conduct general business pertinent to facilitate electronic delivery and settlement of ACH checks and/or payment records;
- v. accept receipt of the data file and ACH funds file; and
- vi. have authority related to deposits and reversibility of the ACH file and/or any transactions specific to online check and internet bill payment including, to receive ACH credits on behalf of the District from vendors and, in the event of a non-payment item, to debit the District's account for the prior deposit of such item.

ARTICLE IV. INDEMNITIES

SECTION 4.1 *INDEMNITIES.*

(a) Subject to Sections 4.2 and 4.3 hereof and to the fullest extent allowed by law, the District agrees to defend, indemnify and hold harmless Central Bank, and its directors, officers, employees and/or agents ("Central Bank Indemnified Parties") from and against any and all claims, liabilities, demands, actions, suits, costs, fees, attorneys' fees, collection costs, court costs, expenses, losses, and damages of any and every kind arising out of, resulting from or attributed, directly or indirectly, to the District's breach of its obligations under this Processing Agreement.

(b) Subject to Sections 6.2 and 6.3 hereof and to the fullest extent allowed by law, Central Bank agrees to defend, indemnify and hold harmless the District, and its directors, officers, employees and/or agents ("District Indemnified Parties") from and against any and all claims, liabilities, demands, actions, suits, costs, fees, attorneys' fees, collection costs, court costs, expenses, losses, and damages of any and every kind arising out of, resulting from or attributed, directly or indirectly, to Central Bank's breach of its obligations under this Processing Agreement.

(c) Nothing contained herein shall be interpreted or construed as a waiver of the District's rights to governmental immunity.

Section 4.2. *Damages.* Central Bank and District agree that each party will exercise reasonable care in the performance of their respective obligations under this Processing Agreement and that each party will comply with all applicable law and regulations. A party shall be liable only for loss due to its breach of its obligations under this Processing Agreement. Neither party, however, shall be liable for loss due to inaccurate or untimely information provided by the other.

Section 4.3. *Limitations of Warranties.* EXCEPT AS PROVIDED IN THIS PROCESSING AGREEMENT, NEITHER CENTRAL BANK NOR DISTRICT MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OF THEIR DUTIES HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

ARTICLE V. TERM AND TERMINATION

SECTION 5.1 *Term.* Except as provided in Section 5.2 hereof, this Processing Agreement is for a term of one (1) year from the Effective Date hereof. This Processing Agreement shall renew at the expiration of the initial term and shall renew automatically for additional one (1) year terms, unless not less than sixty (60) days prior to such expiration of the applicable term Central Bank or District shall have sent the other party written notice of its intention that this Processing Agreement should expire on such expiration of the applicable term. Notwithstanding the foregoing, and except as otherwise provided in this paragraph, either Central Bank or District may terminate this Processing Agreement on thirty (30) days prior written notice to the other party if a party fails, in any material respect, to comply with the terms of this Processing Agreement, unless the party in default remedies such default during the thirty (30) day period, or if such default cannot be remedied during such thirty (30) day period, the defaulting party takes reasonable steps to remedy such default during the thirty (30) day period, thereafter diligently and continuously continues its

efforts to remedy such default, and the defaulting party actually remedies such default within sixty (60) days of the original written notice of default to the defaulting party. Notwithstanding the foregoing, if either party shall cease doing business, or becomes insolvent or becomes a party to any bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, then this Processing Agreement shall terminate immediately. In addition, if after the Effective Date of this Processing Agreement, any law, regulation, or ordinance, whether federal, state, or local, becomes effective which substantially alters the ability of either party to perform hereunder, the applicable party shall have the right to terminate this Processing Agreement upon thirty (30) days written notice to the other party. A party's decision not to terminate this Processing Agreement promptly after the occurrence of one of the aforementioned events does not constitute a waiver of such party's right to terminate this Processing Agreement at a later date. No termination hereunder or expiration of this Processing Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination or expiration. Upon termination, the rights and obligations of the parties hereunder will cease, excepting only the rights of each party with respect to any breach of this Processing Agreement by the other party prior to the effective date of the termination.

SECTION 5.2 *Termination of ELB Services Due to Change in Contractor.* If the contractor (operator) no longer provides monthly billing and collection services for the District, and the District, or a third party providing monthly billing and collection services for the District, does not have an agreement with Central Bank for Central Bank to make the ELB Services available to the District, then either party may terminate this Processing Agreement with regard to the ELB Services by giving the other party sixty (60) days written notice.

ARTICLE VI. CONSULTATION AND RELIANCE

SECTION 6.1 *Reliance on Instructions.* Central Bank shall not be liable and shall be fully protected in relying upon any instructions or other communication that Central Bank receives from an individual who is authorized to act on behalf of the District.

ARTICLE VII. MISCELLANEOUS

SECTION 7.1 *Entire Agreement.* The Processing Agreement, together with Central Bank's operating procedures and the documents delivered as specified in Section 1.1 hereof constitute the entire agreement between the parties hereto with respect to the subject matter discussed.

SECTION 7.2 *Amendments.* This Processing Agreement shall not be modified or amended without mutual consent, which must be evidenced by an instrument in writing executed by each party hereto, or by their respective successors or permitted assigns.

SECTION 7.3 *Captions.* The captions in this Processing Agreement are included for convenience of reference only and shall in no way define or limit any of the provisions hereof or otherwise influence their construction.

SECTION 7.4 *Severability.* If any provision of this Processing Agreement is or becomes invalid under any applicable statute or regulation or is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Processing Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are declared severable.

SECTION 7.5 *Notices.* Notices or consents of any kind required or permitted under this Processing Agreement shall be in writing and shall be deemed duly delivered if delivered in person or if mailed by certified mail, return receipt requested, postage prepaid, or sent by telex, fax or courier, properly addressed to the appropriate party as follows:

If to the District:

DISTRICT:	Fort Bend County Fresh Water Supply District No. 1
ADDRESS:	17495 Village Green Drive
CITY & ZIP:	Houston, TX 77040
PHONE:	832-467-1599
TELECOPY:	832-467-1610
CONTACT NAME:	Breah Campbell

If to Central Bank:

Central Bank	
Public Funds Department	
11201 Clay Road	
Houston, TX 77041	
Attention:	Debra Jan Hall
Public Funds Department:	Phone: 832-782-5246
	Phone: 832-782-5245

or to such other address or to the attention of such other individual as shall be specified by the respective parties hereto by written notice given in the manner provided above.

SECTION 7.6 *Applicable Law.* This Processing Agreement shall be deemed to have been executed in the State of Texas, and the laws of the State of Texas shall govern the construction of this Processing Agreement and the rights and remedies of the respective parties hereto.

SECTION 7.7 *Enforcement and Waiver.* Each party hereto shall have the right at all times to enforce the provisions of this Processing Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of such party in refraining from so doing at any time or times. The failure of a party hereto at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Processing Agreement or as having in any way or manner modified or waived the same, nor shall such forbearance give rise to any estoppel against the strict enforcement of such provisions in the future.

SECTION 7.8 *Counterparts.* This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

SECTION 7.9 *Effectiveness.* This Processing Agreement shall take effect on the Effective Date following mutual execution.

SECTION 7.10 *Arbitration.*

(a) Upon the request of any party hereto, whether made before or after the institution of any legal proceeding, any action, dispute, claim or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable, or otherwise), now existing or hereafter arising between the parties (including their respective officers, directors, employees, agents, insurers, affiliates, any person in privity with them and any other representative), in any way arising out of, pertaining to or in connection with this Processing Agreement ("Disputes"), may be resolved by binding arbitration in accordance with the terms of this Section.

(b) Unless the parties agree to an alternate binding arbitration procedure, all Disputes agreed to be resolved by binding arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with the terms of this Section, the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code) and/or the Texas General Arbitration Act (Texas Civil Practice and Remedies Code, Section 171.001, et seq.). In the event of any inconsistency between this Section and such statute and rules, this Section shall control. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver by Central Bank of the protections afforded to it under 12 U.S.C. § 91 or Texas Finance Code Section 31.008.

(c) All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.

(d) The arbitrators shall resolve all Disputes in accordance with applicable substantive law. Any arbitrator shall be knowledgeable in the subject matter of the Dispute. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable and within the scope of this Section. The arbitrators may also grant such ancillary relief as is necessary to make effective the award.

(e) Arbitrators shall have the discretion to order a pre-hearing exchange of information by the parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties. All time limitations and all issues regarding conformation with discovery requests shall be decided by the arbitrator(s).

(f) Each party agrees to keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. Neither party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties.

SECTION 7.11 *Chapter 2271 Verification*

By signing and entering into this Processing Agreement, Central Bank verifies, pursuant to Chapter 2271, Texas Government Code, that Central Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Processing Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

SECTION 7.12 *Anti-Terrorism Verification*

Central Bank hereby represents and warrants that at the time of execution of this Processing Agreement neither Central Bank, 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 pursuant to Chapter 2270 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 pursuant to Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

IN WITNESS WHEREOF, the parties hereby have caused this instrument to be executed by their respective officers designated below as of this ____ day of _____, 20____.

**Fort Bend County Fresh Water Supply
District No. 1**

Central Bank

BY:

BY:

Signature

Debra Jan Hall, Senior Vice President

Print Name & Title

SCHEDULE A — Processing Agreement
DISTRICT FEES

ELB Vendor Services One-Time ELB Entries	Fee
• Check Elimination Vendor Return Item	\$7.50

Fort Bend County Freshwater Supply District 1
Regional Facilities Wastewater Treatment Plant Summary
September 16 , 2021

The treatment plant operation information was received by Paul Hamilton from John Montergomery with Municipal Operations & Consultants.

WWTP Operations Report:

During the peeriod of July 20, through August 20, 2021 per the attached MOC monthly report, the WWTP was operating at 67% of the 0.675 MGD permit capacity and was operating within permit parameters. Arcola had 47% inflow and Freshwater-1 had 20% inflow. The plant average daily flow was 448,895 gallons of which Freshwater 1 was 131,956 gallons. During the month total plant inflow (6/30/2021-7/31/2021) was 13,917,700 gallons. The daily plant peak flow was 1,015,300 gallons. Freshwater 1 inflow initial reading on 7/20/2021 was 168,638,00 gallons and the ending reading was on August 20, 2021, 172,066,00 gallons, resulting in 3,428,000 gallons for the month

The total rainfall for the month of July was 7.75 inches.

WWTP Discharge Monitoring Report:

The July 2021 Discharge Monitoring Report (DMR) did not reflect any parameter exceedances. A copy of the DMR is attached.

Operations Expenses

The WWTP total expenses from July 5, 2021 to August 5, 2021 was \$ 3,508.25 . \$1000.00 for MOC monthly services plus \$ 2,508.25 for ancillary supplies and activities. See attached expense sheets, back 5 pages of the normal report package.

Paul Hamilton

FBFWSD1 Supervisor & Treatment Plant Liaison