

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35

Minutes of the Meeting of Board of Directors October 14, 2024

The Board of Directors (the "Board") of Waller County Municipal Utility District No. 35 (the "District") met in regular session, open to the public, on October 14, 2024, in accordance with the duly posted Notice of Public Meeting, and the roll was called of the duly constituted members of the Board, as follows:

Victoria A. Battistini, President
Ryan C. Ward, Vice President
Jaclyn Day, Secretary
Daniel C. Feiler, Assistant Secretary
Tiffani S. Walker, Assistant Secretary

all of whom were present with the exception of Directors Ward and Feiler, thus constituting a quorum.

Also present were: Shawn Sturhan of Quiddity Engineering, LLC ("Quiddity"); Jennifer Abad of Municipal Accounts & Consulting, L.P. ("MA&C"); Dana Hollingsworth of Municipal District Services, LLC ("MDS"); Stephen Eustis of Robert W. Baird & Co., Inc. ("Baird"); Patty Rodriguez of BLICO, Inc., dba Bob Leared Interests ("BLICO"); Wendy Ramirez of Forvis Mazars, LLP ("Forvis"); and Christina Cole and Kris Eddlemon of Schwartz, Page & Harding, L.L.P. ("SPH").

The President called the meeting to order and declared it open for such business as might regularly come before the Board.

PUBLIC COMMENTS

There were no comments from members of the public.

MINUTES

The Board considered the minutes of its meeting held on September 9, 2024. After discussion regarding the minutes previously forwarded for review, it was moved by Director Day, seconded by Director Battistini, and unanimously carried, that said minutes be approved, as written.

TAX ASSESSOR-COLLECTOR REPORT

Ms. Rodriguez presented to and reviewed with the Board a written Tax Assessor-Collector Report ("TAC Report") for the period ended September 30, 2024, including the disbursements presented therein for payment from the District's tax account, a copy of which TAC Report is

attached hereto as **Exhibit A**. After discussion, on motion made by Director Day, seconded by Director Battistini and unanimously carried, the Board approved the TAC Report and authorized the payments listed therein.

PUBLIC HEARING REGARDING ADOPTION OF THE DISTRICT'S 2024 TAX RATE, LEVY OF THE DISTRICT'S 2024 TAX RATE, AND ADOPTION OF AN ORDER IN CONNECTION THEREWITH

The Board next conducted a hearing regarding the imposition of a proposed tax rate for 2024. It was noted that no taxpayer appeared at the meeting. Upon motion by Director Day, seconded by Director Battistini and unanimously carried, the hearing was closed.

The Board then discussed the setting of the District's 2024 tax rate and levying the District's 2024 taxes. Ms. Rodriguez confirmed that notice of the District's intent to adopt and levy a 2024 tax rate had been published in the *Houston Chronicle* in accordance with all legal requirements and as directed at the previous meeting. A copy of the Affidavit of Publication is attached to the TAC Report (**Exhibit A**). After discussion on the matter, Director Day moved that: (i) the Board levy a debt service tax rate of \$0.28 per \$100 of assessed valuation, a maintenance tax rate of \$0.66 per \$100 of assessed valuation, and a contract tax rate of \$0.56 per \$100 of assessed valuation, resulting in a total 2024 tax rate of \$1.50 per \$100 of assessed valuation; and (ii) the Order Levying Taxes attached hereto as **Exhibit B** be adopted in connection therewith and the President be authorized to execute and the Secretary to attest same on behalf of the Board and the District. Director Battistini seconded said motion, which carried unanimously.

AMENDMENT TO DISTRICT INFORMATION FORM

Ms. Cole presented and discussed with the Board a proposed Amendment to the District Information Form relative to the levy of the District's 2024 tax rate. After discussion, Director Day moved that said Amendment be approved and that the Board members present be authorized to execute same on behalf of the Board and the District. Director Battistini seconded said motion which carried unanimously.

OPERATOR'S REPORT

Ms. Hollingsworth presented to and reviewed with the Board the Operations Report dated October 14, 2024, a copy of which is attached hereto as **Exhibit C**. Following discussion, Director Day moved that the Operator's Report be approved, and water service be terminated to those customers who remain delinquent in accordance with the terms of the District's Rate Order. Director Battistini seconded the motion, which unanimously carried.

ENGINEERING REPORT

Mr. Sturhan next presented to and reviewed with the Board an Engineering Report dated October 10, 2024, a copy of which report is attached hereto as **Exhibit D**, relative to the status of various engineering and construction projects within the District. Upon review, Director Day moved that the Engineering Report and all actions noted therein be approved as recommended by

Quiddity, including (i) award of construction contracts to the lowest qualified bidders, subject to SPH's review of the payment and performance bonds and insurance certificates submitted in connection with the contracts to determine if the payment and performance bonds and insurance meet the requirements of the bid specifications, the Texas Insurance Code, the rules of the Texas Commission on Environmental Quality and the provisions of the Texas Water Code and Astro Sunterra's or Sunterra 6A-Katy, L.P., as applicable, execution of the special conditions of the contracts under which Astro Sunterra or Sunterra 6A-Katy, L.P., as applicable, guarantees payment of all sums due thereunder, and (ii) acceptance by the District of two Water Meter Easements for a proposed daycare facility, subject to receipt of updated ownership information for the tracts. Director Battistini seconded the motion, which unanimously carried.

BOND APPLICATION REPORT FOR PROPOSED ISSUANCE OF UNLIMITED TAX BONDS, SERIES 2025 ("SERIES 2025 BONDS")

Mr. Sturhan next updated the Board regarding Quiddity's preparation of the District's Bond Application Report No. 2 (the "BAR") in connection with the proposed issuance of the District's Series 2025 Bonds. Mr. Sturhan then reviewed with the Board a Summary of Costs for the BAR and the associated Bond Anticipation Note (the "Series 2024 BAN"), a copy of which is attached to the Engineering Report (**Exhibit D**). In connection therewith, Ms. Cole presented to and reviewed with the Board an Order Authorizing Application to the Texas Commission on Environmental Quality (the "TCEQ") for Approval of Projects and Bonds and for Use of Surplus Funds and Interest Earned on Construction Funds, a copy of which is attached hereto as **Exhibit E**. Ms. Cole and Mr. Eustis advised the Board that the Summary of Costs for both the BAR and the Series 2024 BAN, as well as the Order Authorizing Application to the TCEQ for Approval of Projects and Bonds, are each subject to the final review of the District's consultants in connection with the finalization of the BAR. After discussion, Director Day moved that the Board: (i) approve: (a) the Summary of Costs for the BAR in an amount not to exceed \$8,225,000 and the Series 2024 BAN in an amount not to exceed \$4,400,000 in connection with the proposed issuance of its Series 2025 Bonds and for use of surplus funds and interest earned on construction funds; and (b) the Order Authorizing Application to the TCEQ for Approval of Projects and Bonds, subject to final review by the District's consultants; and (ii) authorize and direct the consultants to finalize and submit the BAR to the TCEQ for approval. Director Battistini seconded the motion, which unanimously carried.

PROPOSED BOND ANTICIPATION NOTE, SERIES 2024

The Board next discussed the proposed issuance of the Series 2024 BAN in connection with the Series 2025 Bonds. Mr. Eustis requested that Baird be authorized to distribute materials and solicit bids for the sale of the Series 2024 BAN. He noted that such sale will not be held until after Quiddity has finalized and submitted the BAR to the TCEQ, and the TCEQ has declared such BAR to be administratively complete. Mr. Sturhan then requested that Quiddity be authorized to apply to the TCEQ for pre-purchase inspection and approval to purchase facilities with proceeds of the Series 2024 BAN. After discussion, Director Day moved that the Board authorize and direct: (i) Baird to distribute materials and solicit bids for the sale of the Series 2024 BAN, subject to the BAR being filed and declared administratively complete by the TCEQ; and (ii) Quiddity to apply to the TCEQ for pre-purchase inspection and approval to purchase facilities with proceeds

of the Series 2024 BAN. Director Battistini seconded the motion, which unanimously carried.

ENGAGEMENT OF AN AUDITOR FOR PREPARATION OF AUDIT OF PAYMENTS TO THE DEVELOPER FROM THE PROCEEDS OF THE SERIES 2024 BAN

The Board next considered the engagement of an auditing firm to prepare an audit report in connection with the payment of funds to Astro Sunterra, L.P. from the proceeds of the Series 2024 BAN. In connection therewith, Ms. Ramirez presented to and reviewed with the Board an engagement letter from Forvis, a copy of which is attached hereto as **Exhibit F**. After discussion of the matter, Director Day moved that the Board: (i) approve the engagement of Forvis to conduct an audit in connection with the payment of funds to Astro Sunterra, L.P. from the proceeds of the Series 2024 BAN; and (ii) accept Forvis' Texas Ethics Commission Form 1295 in connection therewith. Director Battistini seconded said motion, which carried unanimously.

SILT SOLUTIONS, INC.

The Board next considered a report from Silt Solutions, Inc. ("SSI") in connection with storm water pollution and prevention services. Ms. Cole advised that SSI provided a report for the period September 16, 2024 – October 7, 2024, a copy of which is attached hereto as **Exhibit G**.

LANDSCAPE ARCHITECTURE REPORT(S)

It was noted that a representative of Kudela & Weinheimer was not present at the meeting.

BOOKKEEPER'S REPORT

Ms. Abad presented to and reviewed with the Board the Bookkeeper's Report, dated October 14, 2024, attached hereto as **Exhibit H**, including the disbursements presented for payment, as prepared by MA&C. After discussion, it was moved by Director Day that the Bookkeeper's Report be approved, and that the disbursements identified in the Bookkeeper's Report be authorized for payment. Director Battistini seconded said motion, which unanimously carried.

The Board next considered approval of an amended operating budget for the fiscal year ending May 31, 2025, a copy of which is attached to the Bookkeeper's Report. Following discussion, Director Day moved that the Board approve the amended budget, as presented. Director Battistini seconded the motion, which unanimously carried.

COMPLIANCE WITH TEXAS GOVERNMENT CODE CHAPTER 2265 RELATIVE TO ENERGY REPORTING

The Board considered the District's compliance with Chapter 2265, Texas Government Code, as amended, relative to energy reporting requirements. In connection therewith, Ms. Cole advised the Board that governmental entities, including the District, are required to prepare an annual report on the entities' metered usage of electricity and the aggregate costs for same. Ms. Abad then noted that the District does not currently operate any facilities and thus, no report is necessary.

RESOLUTION REGARDING REVIEW OF INVESTMENT POLICY

As the next order of business, the Board considered approval of a Resolution Regarding Review of Order Establishing Policy for Investment of District Funds and Appointing Investment Officer. Ms. Cole advised the Board that SPH is not recommending any changes to the Investment Policy at this time. After discussion, Director Day moved that the Resolution Regarding Review of Order Establishing Policy for Investment of District Funds and Appointing Investment Officer, attached hereto as **Exhibit I**, be adopted to reflect that the Order Establishing Policy for Investment of District Funds and Appointing Investment Officer adopted on October 9, 2023, was thereby affirmed and shall remain in effect until amended. Director Battistini seconded the motion, which carried unanimously.

DEVELOPER'S REPORT

It was noted that a developer representative was not present at the meeting.

SECURITY PATROL REPORT

Ms. Cole presented to and reviewed with the Board the Security Patrol Report prepared by On-Site Services, LLC for the month of September 2024, a copy of which is attached hereto as **Exhibit J**.

ATTORNEY'S REPORT

The Board considered the attorney's report. In connection therewith, Ms. Cole advised the Board that she had nothing further to discuss with the Board of a legal nature which was not covered under a specific agenda item.

FUTURE AGENDA ITEMS

The Board considered items for placement on future agendas. No items were requested to be added to future agendas other than those items discussed hereinabove.

ADJOURNMENT

There being no further business to come before the Board, on motion made by Director Day, seconded by Director Battistini, and unanimously carried, the meeting was adjourned.

(SEAL)


Secretary

LIST OF ATTACHMENTS

- EXHIBIT A Tax Assessor-Collector's Report
- EXHIBIT B Order Levying Taxes
- EXHIBIT C Operations Report
- EXHIBIT D Engineering Report
- EXHIBIT E Order Authorizing Application to the Texas Commission on Environmental Quality for Approval of Projects and Bonds
- EXHIBIT F Engagement Letter – Forvis Mazars, LLP
- EXHIBIT G Report provided by Silt Solutions, Inc.
- EXHIBIT H Bookkeeper's Report
- EXHIBIT I Resolution Regarding Review of Order Establishing Policy for Investment of District Funds and Appointing Investment Officer
- EXHIBIT J Security Patrol Report

Exhibit A

TAX COLLECTOR'S OATH

Waller Co. MUD #35 }

STATE OF TEXAS

COUNTY OF Waller }

BRENDA MCLAUGHLIN, BEING duly sworn, states that she is the Tax Collector for the above named taxing unit and that the foregoing contains a true and correct report, accounting for all taxes collected on behalf of said taxing unit during the month therein stated.

Brenda McLaughlin

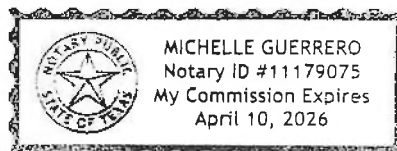
BRENDA MCLAUGHLIN

SWORN TO AND SUBSCRIBED BEFORE ME, this 2nd day of October, 2024.

Michelle Guerrero

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



Submitted to Taxing Unit's Governing Body on _____.

WALLER COUNTY M.U.D. #35
TAX ASSESSOR/COLLECTOR'S REPORT

9/30/2024

Taxes Receivable: 8/31/2024	\$	2,032.16	
Reserve for Uncollectables	(	.00)	
Adjustments		<u>.00</u>	\$ <u>2,032.16</u>
Original 2024 Tax Levy	\$	.00	
Adjustments		<u>.00</u>	<u>.00</u>
Total Taxes Receivable	\$		2,032.16
Prior Years Taxes Collected	\$	.00	
2024 Taxes Collected (.0%)		<u>.00</u>	<u>.00</u>
Taxes Receivable at: 9/30/2024	\$		<u>2,032.16</u>

2024 Receivables:
Maintenance
Contract

bob leared interests

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

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

WALLER COUNTY M.U.D. #35

	Month of 9/2024	Fiscal to Date 6/01/2024 - 9/30/2024
Beginning Cash Balance	\$ <u>5,533.72</u>	<u>9,633.00</u>
 Receipts:		
Current & Prior Years Taxes		1,891.15
Penalty & Interest		140.55
Additional Collection Penalty		5.31
Tax Certificates	410.00	610.00
Erroneous Payment		<u>22.50</u>
TOTAL RECEIPTS	\$ <u>410.00</u>	<u>2,669.51</u>
 Disbursements:		
CAD Quarterly Assessment	1,783.50	3,567.00
CAD Cost, Estimate of value		1,500.00
Refund - erroneous payments		22.50
Tax Assessor/Collector Fee	500.00	2,000.00
Postage/Deliveries	25.19	329.95
Supplies		52.44
Tax Certificates		200.00
Additional Services - BLI		360.00
Records Maintenance		30.00
Copies		337.04
Mileage Expense	6.70	33.15
Envelopes - May Del Stmts		2.10
Check Cost	24.15	24.15
Positive Pay	25.00	100.00
SB2 Webpage		<u>165.00</u>
TOTAL DISBURSEMENTS	(\$ <u>2,364.54</u>)	(<u>8,723.33</u>)
 CASH BALANCE AT: 9/30/2024	 \$ <u><u>3,579.18</u></u>	 <u><u>3,579.18</u></u>

WALLER COUNTY M.U.D. #35

Disbursements for month of October, 2024

Check #	Payee	Description	Amount
1041	Houston Chronicle	Publications, Legal Notice	\$ 854.90
1042	Bob Leared	Tax Assessor/Collector Fee	1,815.11
TOTAL DISBURSEMENTS			\$ 2,670.01
Remaining Cash Balance			\$ 909.17

Stellar Bank

WALLER COUNTY M.U.D. #35

HISTORICAL COLLECTIONS DATA

Year	Collections Month Of 9/2024	Adjustments To Collections 9/2024	Total Tax Collections at 9/30/2024	Total Taxes Receivable at 9/30/2024	Collection Percentage
2024					
2023			549,632.85	2,032.16	99.632
2022			222,852.87		100.000

(Percentage of collections same period last year)

WALLER COUNTY M.U.D. #35

HISTORICAL TAX DATA

Year	Taxable Value	SR/CR	Tax Rate	Adjustments	Reserve for Uncollectibles	Adjusted Levy
2024	104,905,041	00 / 00				
2023	36,777,666	15 / 15	1.500000	3,946.06-		551,665.01
2022	12,010,068	03 / 03	1.500000	42,701.85		222,852.87

WALLER COUNTY M.U.D. #35

TAX RATE COMPONENTS

Year	Maintenance Rate	Maintenance Levy	Contract Rate	Contract Levy
2024				
2023	.610000	224,343.79	.890000	327,321.22
2022	1.500000	222,852.87		

WALLER COUNTY M.U.D. #35

Notes:

2022	Agriculture Deferment	291,608.85
2023	Agriculture Deferment	299,025.90
	Total --->	590,634.75

WALLER COUNTY M.U.D. #35

Tax Exemptions:	2024	2023	2022
Homestead	.00000	.00000	.00000
Over 65	0	0	0
Disabled	0	0	0

Last Bond Premium Paid:

Payee	Date of Check	Amount
McDonald & Wessendorff	2/07/2024	50.00
3/31/24-3/31/25		

Adjustment Summary: 2024

TOTAL

WALLER COUNTY M.U.D. #35
Homestead Payment Plans

<u>Account no.</u>	<u>Tax</u> <u>Year</u>	<u>Last</u> <u>Payment</u> <u>Amount</u>	<u>Last</u> <u>Payment</u> <u>Date</u>	<u>Balance</u> <u>Due</u>
*Total	Count 0			
(I) - BLI Contract			(A) - Delinquent Attorney Contract	

Standard Payment Plans

<u>Account no.</u>	<u>Tax</u> <u>Year</u>	<u>Last</u> <u>Payment</u> <u>Amount</u>	<u>Last</u> <u>Payment</u> <u>Date</u>	<u>Balance</u> <u>Due</u>
*Total	Count 0			

*Attorney*

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

35 WALLER COUNTY MUD

0034352843

RAN A LEGAL NOTICE

SIZE BEING: 3 x10.25 I (30.75I)

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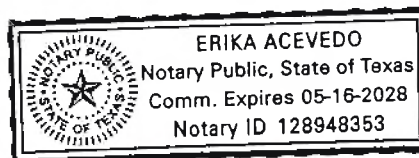
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Victoria Bond

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 25th Day of September A.D. 2024

*Erika Acevedo*

Notary Public in and for the State of Texas

WATER DISTRICT

NOTICE OF PUBLIC HEARING ON TAX RATE

The WALLER COUNTY M.U.D. #35 will hold a public hearing on a proposed tax rate for the tax year 2024 on October 14, 2024, at 12:00 p.m. at 1300 Post Oak Boulevard, Suite 2500, Houston, TX 77056. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in the taxable value of all other property determines the distribution of the tax burden among all property owners.

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

FOR the proposal:	Victoria A. Battistini, Ryan C. Ward, Daniel C. Feiler and Tiffani S. Walker
AGAINST the proposal:	None
PRESENT and not voting:	None
ABSENT:	Jaclyn Day

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year. This district had no residential homesteads last year for comparison purposes.

	Last Year	This Year
Total tax rate (per \$100 of value)	\$1.50000/\$100 Adopted	\$1.50000/\$100 Proposed
Difference in rates per \$100 of value	\$.00000/\$100	
Percentage increase/decrease in rates (+/-)	.00%	
Average appraised residence homestead value	\$0	\$308,410
General homestead exemptions available (excluding 65 years of age or older or disabled person's exemptions)	\$0	\$0
Average residence homestead taxable value	\$0	\$308,410
Tax on average residence homestead	\$.00	\$4,626.15
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-)		\$4,626.15
and percentage of increase (+/-)		N/A

NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than eight percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Bob Leared interests / 13-932-9011

Exhibit B

ORDER LEVYING TAXES

WHEREAS, Waller County Municipal Utility District No. 35 (the "District") is authorized to levy a maximum total maintenance tax not to exceed \$1.50 per each \$100 of assessed valuation within the District in order to pay operation, maintenance and administrative expenses, including those related to recreational facilities in accordance with applicable law; and

WHEREAS, the voters of the District have approved a Contract for Financing, Operation, and Maintenance of Regional Facilities by which the District is obligated to levy a tax to pay its share of debt service on contract revenue bonds issued by Harris-Waller Counties Municipal Utility District No. 4; and

WHEREAS, it is necessary for the Board of Directors of the District to fix a specific rate of tax to be levied for the tax year 2024, based on the District's tax rolls for 2024, which have been prepared and certified by the Waller County Appraisal District. Now, Therefore;

BE IT ORDERED BY THE BOARD OF DIRECTORS OF WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35, THAT:

Section 1: There is hereby levied an ad valorem tax of \$0.28 on each \$100 of assessed valuation of taxable property within the District, for the tax year 2024, for the purpose of providing interest and principal payments on the District's bonds.

Section 2: There is hereby levied an ad valorem contract tax of \$0.56 on each \$100 of assessed valuation of taxable property within the District for the tax year 2024, for the purpose of paying the contract payments due to Harris-Waller Counties Municipal Utility District No. 4 pursuant to the Contract for Financing, Operation, and Maintenance of Regional Facilities.

Section 3: There is hereby levied an ad valorem maintenance tax of \$0.66 on each \$100 of assessed valuation of taxable property within the District for the tax year 2024, for the purpose of providing funds for the payment of operation, maintenance and administrative expenses of the District and other purposes as allowed by law.

Section 4: The District's tax assessor-collector is hereby authorized to collect the taxes of the District.

Section 5: The taxes levied hereby shall become due and payable upon the receipt of the tax bill unless otherwise specifically provided by law and shall be paid on or before the 31st day of January 2025. All taxes not paid before February 1, 2025, shall become delinquent on that date, and there shall be added thereto such penalties, interest, court costs, expenses of foreclosure sales, attorneys' fees and other expenses as are provided by law.

[SIGNATURES COMMENCE ON THE NEXT PAGE]

PASSED AND ADOPTED this the 14th day of October, 2024.



President, Board of Directors

ATTEST:



Secretary, Board of Directors



Exhibit C

Waller County MUD #35

OPERATIONS REPORT

October 14, 2024

submitted by



I. Billing and Collections

Connections	8/25/2024	Billed Usage	
Residential:	273	Residential:	2.685
Builder:	159	Builder:	1.328
Commercial:	0	Commercial:	0
Irrigation:	6	Irrigation:	1.371
Temporary:	5	Temporary:	0.003
Rec Center:	0	Rec Center:	0
Vacant:	10	Vacant:	0
Total Connections:	453	Final Accounts:	0.705
		Total Billed Usage:	6.092

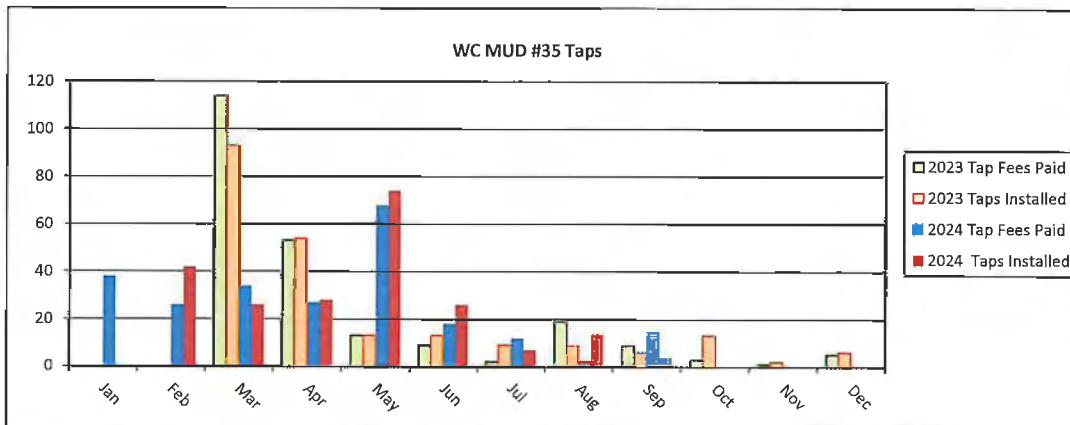
Collections as of	9/4/2024	Billing as of	8/25/2024
Penalty:	\$1,547.06	Penalty:	\$1,754.74
Water:	\$224.95	Water:	\$39,425.90
Sewer:	\$40,136.00	Sewer:	\$20,238.21
Deposit:	\$18,341.95	Deposit:	\$10,800.00
Inspection:	\$26,757.10	Backflow Annual Fee:	\$0.00
Back Charge:	\$7,362.96	Back Charge:	\$6,853.38
Delinquent Letter Fee	\$358.20	Inspection:	\$532.00
Inspection:	\$573.85	Rental Meter Fee:	\$640.00
Rental Meter Fee:	\$240.00	Transfer Fee:	\$1,600.00
Returned Pmt Fee:	\$109.71	Arrears:	\$17,860.27
Reconnect Fee:	\$120.00	Credits:	(\$2,318.44)
Transfer Fee:	\$1,128.68	Net Receivable:	\$97,386.06
Deposits Applied:	\$12,750.00		
Total Collections:	\$109,650.46		

Customer Aged Receivables

30 Day:	\$18,541.24
60 Day:	\$3,554.39
90 Day:	\$4,165.22
Overpayments:	(\$6,645.84)
Total Receivables:	\$19,615.01

II. Tap Activity

• Taps fees paid in the month of September:	15
• Total tap fees paid to date:	469
• Taps installed in the month of September:	4
• Total taps installed to date:	439



III. Repairs and Maintenance over \$1000

- Transferred sewage from collection system in District and removed temporary plugs.
- Sanitary sewer line repaired at 4688 Peony Green Dr.

IV. Action Items

- Authorize service termination of delinquent accounts.

Sunterra Tap fees paid as of 10/07/2024

	HC569 Total	HWC4 Total	HWC5 Total	WC35 Total	WC37 Total	Grand Total
Builder						
		1				1
ADAMS HOMES LONE STAR LLC			54			54
ANGLIA HOMES,LP	3		1		47	51
ASHTON WOODS HOMES	34		45		126	205
BEAZER HOMES C/O RADIUSPOINT DEPT 1	112					112
BRIGHTLAND HOMES	39		85	58	29	211
CASTLEROCK COMMUNITIES	3		42		51	96
CHESMAR HOMES	1		88		41	130
COLINA HOMES			79		8	87
DAVIDSON HOMES LLC	1				91	92
DL MEACHAM CONSTRUCTION			1			1
DR HORTON	77		26	238	129	470
EHT OF TEXAS, LP			70			70
EVERGREEN LIFESTYLES MANAGEMENT/ SU			2		6	8
GBFR SUNTERRA LP	1					1
HAMILTON THOMAS HOMES			27			27
HIGHLAND HOMES			136			136
HISTORY MAKER HOMES	1		106		46	153
KA GREAT MINDS WEST LLC		1				1
KATY 1093 LTD			1			1
KATY INDEPENDENCE SCHOOL DISTRICT					1	1
KB HOMES	1		1	46	128	176
LENNAR HOMES	463		112	84	106	765
LGI HOMES GROUP LLC	1				40	41
LONG LAKE, LTD	47				79	126
MILLIS DEVELOPMENT & CONSTRUCTION	1					1
NUWAY HOMES TEXAS LP	70		160	5	23	258
ONM LIVING			114			114
PERRY HOMES			75			75
PULTE HOMES, LP			298			298
SHAHYAN KAROWADIYA		2				2
SHEA HOMES HOUSTON LLC			76			76
STARLIGHT HOMES-HOUSTON	61			19		80
SUNTERRA POA	10		31	6	13	60
TRICOAST HOMES	1				24	25
TRIPLE C LANDSCAPES			3			3
WESTIN HOMES	2		32	23	53	110
Grand Total	929	4	1665	479	1041	4118

Waller County MUD #35

CONFIDENTIAL REPORT

October 14, 2024

submitted by



DELINQUENT LETTER ACCOUNTS LISTING - DUE 10/14/2024

District: 20 WALLER COUNTY MUD 35 Select Status... Arrears Only

Account Number	Original Amt.	Arrears Amt.	Total Current	Total Balance	Letter Due	Deposit	# Times Delq. + Rent/Own	Total Due Less Deposit (exposure)
020-00777-00	\$ 1,760.00	\$ 1,760.00	\$ 4,296.00	\$ 6,067.00	\$ 6,067.00	\$ -	1 Owner	\$ (6,067.00)
020-00978-01	\$ 636.71	\$ 636.71	\$ 156.10	\$ 803.81	\$ 803.81	\$ 350.00	1 Renter	\$ (453.81)
020-00290-01	\$ 616.23	\$ 616.23	\$ 104.50	\$ 731.73	\$ 731.73	\$ 350.00	1 Renter	\$ (381.73)
020-00446-01	\$ 328.48	\$ 328.48	\$ 242.10	\$ 581.58	\$ 581.58	\$ 250.00	1 Owner	\$ (331.58)
020-00906-01	\$ 474.46	\$ 474.46	\$ 126.00	\$ 611.46	\$ 611.46	\$ 350.00	1 Renter	\$ (261.46)
020-00294-01	\$ 478.29	\$ 478.29	\$ 104.50	\$ 593.79	\$ 593.79	\$ 350.00	1 Renter	\$ (243.79)
020-00056-04	\$ 474.46	\$ 474.46	\$ 104.50	\$ 589.96	\$ 589.96	\$ 350.00	1 Renter	\$ (239.96)
020-00142-01	\$ 331.10	\$ 331.10	\$ 143.20	\$ 485.30	\$ 485.30	\$ 250.00	1 Owner	\$ (235.30)
020-00940-02	\$ 466.79	\$ 466.79	\$ 104.50	\$ 582.29	\$ 582.29	\$ 350.00	1 Renter	\$ (232.29)
020-00880-01	\$ 284.02	\$ 284.02	\$ 160.40	\$ 455.42	\$ 455.42	\$ 250.00	3 Owner	\$ (205.42)
020-00190-01	\$ 277.20	\$ 277.20	\$ 104.50	\$ 392.70	\$ 392.70	\$ 250.00	4 Owner	\$ (142.70)
020-00876-01	\$ 195.08	\$ 195.08	\$ 173.30	\$ 379.38	\$ 379.38	\$ 250.00	1 Owner	\$ (129.38)
020-00066-01	\$ 244.38	\$ 244.38	\$ 203.40	\$ 458.78	\$ 458.78	\$ 350.00	2 Owner	\$ (108.78)
020-00662-01	\$ 215.64	\$ 215.64	\$ 121.70	\$ 348.34	\$ 348.34	\$ 250.00	1 Owner	\$ (98.34)
020-00300-01	\$ 278.26	\$ 278.26	\$ 104.50	\$ 393.76	\$ 393.76	\$ 350.00	1 Renter	\$ (43.76)
020-00170-02	\$ 274.28	\$ 274.28	\$ 104.50	\$ 389.78	\$ 389.78	\$ 350.00	4 Renter	\$ (39.78)
020-01020-01	\$ 166.99	\$ 166.99	\$ 108.80	\$ 286.79	\$ 286.79	\$ 250.00	1 Owner	\$ (36.79)
020-00270-01	\$ 114.95	\$ 114.95	\$ 151.80	\$ 277.75	\$ 277.75	\$ 250.00	1 Owner	\$ (27.75)
020-00116-01	\$ 133.87	\$ 133.87	\$ 121.70	\$ 266.57	\$ 266.57	\$ 250.00	2 Owner	\$ (16.57)
020-00934-01	\$ 117.64	\$ 117.64	\$ 134.60	\$ 263.24	\$ 263.24	\$ 250.00	1 Owner	\$ (13.24)
020-00014-01	\$ 114.95	\$ 114.95	\$ 126.00	\$ 251.95	\$ 251.95	\$ 250.00	1 Owner	\$ (1.95)
020-00246-01	\$ 234.63	\$ 234.63	\$ 104.50	\$ 350.13	\$ 350.13	\$ 350.00	4 Renter	\$ (0.13)
020-00852-01	\$ 133.87	\$ 133.87	\$ 104.50	\$ 249.37	\$ 249.37	\$ 250.00	1 Owner	\$ 0.63
020-00144-01	\$ 114.95	\$ 114.95	\$ 108.80	\$ 234.75	\$ 234.75	\$ 250.00	1 Owner	\$ 15.25
020-00430-01	\$ 109.39	\$ 109.39	\$ 113.10	\$ 233.49	\$ 233.49	\$ 250.00	3 Owner	\$ 16.51
020-00044-01	\$ 107.69	\$ 107.69	\$ 113.10	\$ 231.79	\$ 231.79	\$ 250.00	4 Owner	\$ 18.21
020-00310-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	1 Owner	\$ 19.55
020-00306-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	4 Owner	\$ 19.55
020-00848-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	1 Owner	\$ 19.55
020-00972-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	2 Owner	\$ 19.55
020-00984-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	1 Owner	\$ 19.55
020-00208-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	4 Owner	\$ 19.55
020-00884-01	\$ 113.98	\$ 113.98	\$ 104.50	\$ 229.48	\$ 229.48	\$ 250.00	2 Owner	\$ 20.52
020-00902-01	\$ 102.89	\$ 102.89	\$ 113.10	\$ 226.99	\$ 226.99	\$ 250.00	1 Owner	\$ 23.01
020-00956-02	\$ 211.46	\$ 211.46	\$ 104.50	\$ 326.96	\$ 326.96	\$ 350.00	1 Renter	\$ 23.04
020-00916-01	\$ 153.95	\$ 153.95	\$ 151.80	\$ 316.75	\$ 316.75	\$ 350.00	1 Renter	\$ 33.25
020-00098-01	\$ 125.95	\$ 125.95	\$ 108.80	\$ 245.75	\$ 245.75	\$ 350.00	5 Renter	\$ 104.25
020-00968-02	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 350.00	2 Renter	\$ 119.55
020-00260-02	\$ 110.00	\$ 110.00	\$ 104.50	\$ 225.50	\$ 225.50	\$ 350.00	4 Renter	\$ 124.50
020-99992-00	\$ 1,163.00	\$ 1,163.00	\$ 150.00	\$ 1,324.00	\$ 1,324.00	\$ 2,500.00	9 Owner	\$ 1,176.00
020-99996-00	\$ 77.00	\$ 77.00	\$ 1,061.60	\$ 1,149.60	\$ 1,149.60	\$ 2,500.00	1 Owner	\$ 1,350.40
	\$ 11,547.19	\$ 11,547.19	\$ 10,170.90	\$ 22,169.09	\$ 22,169.09	\$ 16,000.00		\$ (6,169.09)

Items Count: 41

Exhibit D



2322 W. Grand Parkway N, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

October 10, 2024

Board of Directors
Waller County Municipal Utility District No. 35
Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 2500
Houston, Texas 77056

Re: Engineering Report
Board Meeting of October 14, 2024

Dear Directors:

This report summarizes our activities during the past month:

8a. Authorizing the design, advertisement for bids and/or award of the construction contracts or concurrence in the award of a contract for the construction of water, sanitary sewer, drainage, and/or paving facilities within the District, and authorize acceptance of a Texas Ethics Commission ("TEC") Form 1295, including:

a) Sunterra Section 47 Paving Facilities (Brightland):

- i. We received bids on September 13, 2024, for Section 47 Paving, and the lowest three bid results are below.

Allgood Construction Company, Inc.	\$823,129.50	55 Days
A&M Contractors, Inc.	\$825,070.50	55 Days
Precise Services, Inc.	\$837,335.80	55 Days

We have worked with the low bidder, and we found Allgood to be the most advantageous for the District and recommend awarding the contract to Allgood Construction Company, Inc.

Action Item: Award the Paving contract to Allgood Construction Company, Inc.

b) Sunterra Section 78 Paving Facilities (Astro):

- i. We received bids on September 17, 2024, for Section 78 Paving, and the lowest three bid results are below.

Allgood Construction Company, Inc.	\$1,412,626.69	60 Days
Precise Services, Inc.	\$1,438,758.10	60 Days
HCG	\$1,541,875.30	60 Days

We have worked with the low bidder, and we found Allgood to be the most advantageous for the District and recommend awarding the contract to Allgood Construction Company, Inc.

Action Item: Award the Paving contract to Allgood Construction Company, Inc.



8b. Status of construction contracts, including the approval of any pay estimates, change orders and/or acceptance of facilities for operation and maintenance purposes, and authorize acceptance of TEC Form 1295:

a) Sunterra Section 47 WS&D Facilities:

Original Contract Amount - \$837,317.50

Pay Estimate No. 1: \$

Revised Contract Amount – \$

CO No. 1: \$

Contractor: Blazey Construction Services, LLC

- i. Contractor is onsite installing sanitary sewer.

Action Item: None

b) Sunterra Section 56 WS&D Facilities:

Original Contract Amount - \$425,250.00

Pay Estimate No. 1: \$370,819.20

Revised Contract Amount – \$432,700.00

CO No. 1: \$7,450.00

Contractor: Fellers & Clark, LP

- i. The contractor is complete with first stage utilities.

Action Item: None

c) Sunterra Section 56 Paving Facilities:

Original Contract Amount - \$612,988.99

Pay Estimate No. 1: \$

Revised Contract Amount – \$

CO No. 1: \$

Contractor: Allgood Construction Company, Inc.

- i. Contractor is stabilizing subgrade and preparing to pour pavement.
- ii. We received Pay Estimate No. 1 for in the amount of \$80,553.60 for Board's approval.

Action Item: Approval of Pay Estimate No. 1

d) Sunterra Section 65 & 66 WS&D Facilities:

Original Contract Amount - \$1,517,214.37

Pay Estimate No. 3: \$64,270.35

Revised Contract Amount – \$1,502,839.37

CO No. 1: -\$14,375.00

Contractor: Principal Services, Ltd.

- i. Contractor is working on punch list items from the final inspection.

Action Item: None

e) Sunterra Section 65 & 66 Paving Facilities:

Original Contract Amount - \$1,183,547.45

Pay Estimate No. 4: \$441,979.21

Revised Contract Amount – \$1,211,422.10

CO No. 2: \$13,639.70

Contractor: Allgood Construction Company, Inc.

- i. Contractor is working on punch list items from the final inspection.
- ii. We received Pay Estimate No. 5 for in the amount of \$42,046.85 for Board's approval.

Action Item: Approval of Pay Estimate No. 5



QUIDDITY

f) Sunterra Section 67 & 68 WS&D Facilities:

Original Contract Amount - \$1,634,513.35

Pay Estimate No. 3: \$30,262.74

Revised Contract Amount – \$1,603,921.70

CO No. 1: -\$30,591.65

Contractor: Gonzalez Construction Enterprises, Inc.

- i. Contractor is working on punch list items from the final inspection.
- ii. We received Pay Estimate No. 4 in the amount of \$124,435.02 for Board's approval.

Action Item: Approval of Pay Estimate No. 4

g) Sunterra Section 67 & 68 Paving Facilities:

Original Contract Amount - \$1,333,862.00

Pay Estimate No. 3: \$538,073.15

Revised Contract Amount – \$1,352,103.00

CO No. 1: \$18,241.00

Contractor: A&M Contractors, Inc.

- i. Contractor is working on punch list items from the final inspection.
- ii. We received Pay Estimate No. 4 in the amount of \$118,076.45 for Board's approval.

Action Item: Approval of Pay Estimate No. 4

h) Sunterra Section 69 WS&D Facilities:

Original Contract Amount - \$1,199,717.70

Pay Estimate No. 2: \$289,195.20

Revised Contract Amount – \$

CO No. 1: \$

Contractor: R Construction Civil, LLC

- i. Contractor is complete with first stage utilities.
- ii. We received Pay Estimate No. 3 in the amount of \$58,063.71 for Board's approval.

Action Item: Approval of Pay Estimate No. 3

i) Sunterra Section 69 Paving Facilities:

Original Contract Amount - \$1,050,199.93

Pay Estimate No. 1: \$47,651.40

Revised Contract Amount – \$

CO No. 1: \$

Contractor: Allgood Construction Company, Inc.

- i. Contractor is complete with stabilizing the subgrade and is pouring pavement.
- ii. We received Pay Estimate No. 2 in the amount of \$585,469.80 for the Board's approval.
- iii. We received Change Order No. 1 for adjustment of stabilization material quantities and removal of unused items in the amount of -\$28,843.72 for the Board's approval.

Action Item: Approval of Pay Estimate No. 2 and Change Order No. 1

j) Sunterra Section 70 WS&D Facilities:

Original Contract Amount - \$876,500.00

Pay Estimate No. 2: \$185,676.10

Revised Contract Amount – \$

CO No. 1: \$

Contractor: Fellers & Clark, LP

- i. Contractor is complete with first stage utilities.

Action Item: None



QUIDDITY

k) Sunterra Section 70 Paving Facilities:

Original Contract Amount - \$777,060.22

Revised Contract Amount – \$

Contractor: Hurtado Construction Company

Pay Estimate No. 1: \$

CO No. 1: \$

- i. Contractor is finishing stabilization and is pouring pavement.

Action Item: None

l) Sunterra Section 71 WS&D Facilities:

Original Contract Amount - \$1,057,046.80

Revised Contract Amount – \$

Contractor: TexaSite, LLC

Pay Estimate No. 2: \$674,028.00

CO No. 1: \$0.00

- i. Contractor is complete with second stage utilities and working on punch list items.
- ii. We received Pay Estimate No. 3 in the amount of \$50,170.50 for Board's approval.

Action Item: Approval of Pay Estimate No. 3

m) Sunterra Section 71 Paving Facilities:

Original Contract Amount - \$940,000.00

Revised Contract Amount – \$

Contractor: Daco Paving, Inc.

Pay Estimate No. 1: \$67,828.32

CO No. 1: \$

- i. Contractor is complete and working on punch list items.
- ii. We received Pay Estimate Nos. 2 & 3 in the amounts of \$780,456.13 & \$12,833.55 for Board's approval.
- iii. We received Change Order No. 1 for a sleeve for the reclaim water system, adjustment of stabilization material quantities, and removal of unused items in the amount of -\$234.00 for the Board's approval.
- iv. We received Change Order No. 2 for additional ROW excavation in the amount of \$45,143.70 for the Board's approval.

Action Item: Approval of Pay Estimate Nos. 2 & 3 and Change Order Nos. 1 & 2

n) Sunterra Section 72 WS&D Facilities:

Original Contract Amount - \$1,370,314.40

Revised Contract Amount – \$

Contractor: TexaSite, LLC

Pay Estimate No. 3: \$320,840.10

CO No. 1: \$0.00

- i. Contractor is complete with first stage utilities.

Action Item: None



o) Sunterra Section 72 Paving Facilities:

Original Contract Amount - \$940,069.99

Revised Contract Amount – \$

Contractor: Allgood Construction Company, Inc.

Pay Estimate No. 1: \$47,920.00

CO No. 1: \$

- i. Contractor is stabilizing the subgrade and beginning to pour pavement.
- ii. We received Pay Estimate No. 2 in the amount of \$141,104.36 for Board's approval.
- iii. We received Change Order No. 1 for adjustment of stabilization material quantities and removal of unused items in the amount of \$173,466.48 for the Board's approval.

Action Item: Approval of Pay Estimate No. 2 and Change Order No. 1

p) Sunterra Section 73 WS&D Facilities:

Original Contract Amount - \$1,318,770.80

Revised Contract Amount – \$1,318,770.80

Contractor: R Construction Civil, LLC

Pay Estimate No. 3: \$60,263.30

CO No. 1: \$0.00

- i. Contractor complete with first stage utilities.

Action Item: None

q) Sunterra Section 73 Paving Facilities:

Original Contract Amount - \$1,112,197.25

Revised Contract Amount – \$

Contractor: Hassell Construction Group, LLC

Pay Estimate No. 1: \$133,623.00

CO No. 1: \$

- i. Contractor is pouring pavement.
- ii. We received Pay Estimate No. 2 in the amount of \$379,548.94 for Board's approval.

Action Item: Approval of Pay Estimate No. 2

r) Sunterra Section 74 WS&D Facilities:

Original Contract Amount - \$1,551,371.15

Revised Contract Amount – \$

Contractor: Blazey Construction Services, LLC

Pay Estimate No. 2: \$411,865.83

CO No. 1: \$

- i. Contractor is finishing the first stage utilities.
- ii. We received Pay Estimate No. 3 in the amount of \$264,457.02 for Board's approval.

Action Item: Approval of Pay Estimate No. 3

s) Sunterra Section 74 Paving Facilities:

Original Contract Amount - \$1,157,989.35

Revised Contract Amount – \$

Contractor: Allgood Construction Company, Inc.

Pay Estimate No. 1: \$

CO No. 1: \$

- i. Contractor has mobilized and begun cutting streets.
- ii. We received Pay Estimate No. 1 in the amount of \$44,765.10 for Board's approval.

Action Item: Approval of Pay Estimate No. 1



QUIDDITY

t) Sunterra Section 75 WS&D Facilities:

Original Contract Amount - \$1,164,281.80

Revised Contract Amount – \$

Contractor: Bay Utilities, LLC

Pay Estimate No. 2: \$922,616.82

CO No. 1: \$

- i. Contractor has completed installing first stage utilities.

Action Item: None

u) Sunterra Section 75 Paving Facilities:

Original Contract Amount - \$906,745.92

Revised Contract Amount – \$

Contractor: Hurtado Construction Co.

Pay Estimate No. 1: \$

CO No. 1: \$

- i. Contractor has mobilized to begin cutting streets and stabilizing the subgrade.
- ii. We received Change Order No. 1 for adjustment of stabilization material unit costs due to incorrectly bid item in the amount of \$79,800.00 for the Board's approval.

Action Item: Approval of Change Order No. 1

v) Sunterra Section 76 & 77 WS&D Facilities:

Original Contract Amount - \$1,670,098.26

Revised Contract Amount – \$

Contractor: Blazey Construction Services, LLC

Pay Estimate No. 1: \$53,320.28

CO No. 1: \$

- i. Contractor is installing first stage utilities.
- ii. We received Pay Estimate No. 2 in the amount of \$472,144.83 for Board's approval.

Action Item: Approval of Pay Estimate No. 2

w) Sunterra Section 76 & 77 Paving Facilities:

Original Contract Amount - \$1,296,389.37

Revised Contract Amount – \$

Contractor: Allgood Construction Company, Inc.

Pay Estimate No. 1: \$

CO No. 1: \$

- i. Contractor is ready to begin paving once the utilities are complete.

Action Item: None

x) Sunterra Section 78 WS&D Facilities:

Original Contract Amount - \$1,666,448.59

Revised Contract Amount – \$

Contractor: Lonnie Lischka Company, LP

Pay Estimate No. 1: \$

CO No. 1: \$

- i. Contractor is installing first stage utilities.
- ii. We received Pay Estimate No. 1 in the amount of \$156,641.86 for Board's approval.

Action Item: Approval of Pay Estimate No. 1

~~8c. Acceptance of site and/or easement conveyances for facilities constructed or to be constructed for the District:~~

a) Water Meter Easements for the Day Care Facility – Sunterra Commercial Pad H



8d. Review and approval of Stormwater Quality Management Plans related to construction Contracts.

a) **None at this time.**

8e. Status of acceptance by Waller County of Streets for maintenance; authorize any action required in connection therewith.

a) **Sunterra Sec 49:** We are awaiting the completion of the punchlist by the contractor.

9. Status of the Summary of Costs for Series 2025 WS&D Bonds and BAN.

a) **2025 WS&D Bond w/ BAN:** Approval of the Summary of Cost attached to the engineering report in the amount of \$8,225,000 and BAN of \$4,330,000.

Should you have any questions or need any additional information, please call.

Sincerely,

Blair M. Bozoarth, PE

Enclosures

cc/enc: Ms. Christina Cole— Schwart, Page & Harding, L.L.P.

BMB/

K:\17165\17165-0900-00 WCMUD No. 35 General Consultation- 2021\Meeting Files\Status Reports\2024\10 - October\WALLER COUNTY MUD NO. 35 ENGINEERING REPORT.docx

SECTION 4 – SUMMARY OF COSTS

Construction Costs	Total Amount	District's Share ⁽¹⁾
A. Developer Contribution Items		
1. Sunterra Section 49 WSD	\$ 1,359,539	\$ 1,359,539 ⁽²⁾
2. Sunterra Section 50 WSD	\$ 1,501,930	\$ 1,501,930 ⁽³⁾
3. Sunterra Section 53 WSD	\$ 86,814	\$ 86,814 ⁽⁴⁾
4. Sunterra Section 48 WSD	\$ 750,508	\$ 750,508 ⁽⁵⁾
5. Sunterra Section 46 WSD	\$ 1,281,701	\$ 1,281,701 ⁽⁶⁾
6. Engineering (18.6% of Items 1 - 2 and 4)	\$ 672,031	\$ 672,031 ⁽⁷⁾
7. Testing (2.3% of Items 1 - 2 and 4)	82,430	82,430 ⁽⁷⁾
8. SWPPP Management (4.8% of Items 1 - 2 and 4)	<u>173,039</u>	<u>173,039</u> ⁽⁷⁾
Total Developer Contribution Items	\$ 5,907,992	\$ 5,907,992
TOTAL CONSTRUCTION ITEMS	\$ 5,907,992	\$ 5,907,992
(71.83% of BIR)		



Non Construction Costs

A. Legal Fees

Bond Issue (2.6%) \$ 215,625 ⁽⁸⁾

Bond Anticipation Note 43,400 ⁽⁸⁾

B. Fiscal Agent Fees

Bond Issue (2%) 164,500 ⁽⁹⁾

Bond Anticipation Note 43,400 ⁽⁹⁾

C. Interest Costs (Interest Rate at 5.25%)

Capitalized Interest (1 year @ 5.25%) 431,813

Developer Interest 650,658 ⁽¹⁰⁾⁽¹¹⁾

Bond Anticipation Note Interest 227,850 ⁽¹²⁾

D. Developer Advances 142,000 ⁽¹³⁾

E. Bond Discount (3%) 246,750

F. TCEQ Bond Issuance Fee (0.25%) 20,563

G. Bond Application Report Costs 66,000

H. Bond Issuance Expenses

Bond Issue 38,021 ⁽¹⁴⁾

Bond Anticipation Note 18,203 ⁽¹²⁾

I. Attorney General's Fee (0.1%) 8,225

TOTAL NONCONSTRUCTION COSTS \$ **2,317,008**

(28.17% of BIR)

TOTAL \$ **8,225,000**



Notes:

- (1) The District is requesting a conditional exemption from the requirement to obtain a 30% contribution from the developer for the following reason - the District anticipates obtaining a credit enhanced rating as such rating is defined in Rule 293.47(b)(5) prior to the sale of the proposed bond issue. A letter from the District's Financial Advisor addressing the District's ability to obtain such rating is included in **Attachment 33**.
- (2) Includes 70.5% of the construction costs. Refer to **Attachment 7(a)** for an itemized cost breakdown. The project was partially reimbursed in a prior bond issue.
- (3) Includes 99.68% of the construction costs. Refer to **Attachment 7(b)** for an itemized cost breakdown.
- (4) Includes 6.95% of the construction costs. Refer to **Attachment 7(c)** for an itemized cost breakdown. The District reserves the right to reimburse the remaining 93.05% of the construction costs in a future bond issue.
- (5) Includes 100% of the construction costs. Refer to **Attachment 7(d)** for an itemized cost breakdown.
- (6) Includes 87.10% of the construction costs. Refer to **Attachment 7(e)** for an itemized cost breakdown. The District reserves the right to reimburse the remaining 12.9% of the construction costs in a future bond issue.
- (7) Refer to **Attachment 8** for a breakdown of engineering fees.
- (8) Refer to **Attachment 10(a)** for a breakdown of legal fees.
- (9) Refer to **Attachment 10(b)** for a breakdown of fiscal agent fees.
- (10) Refer to **Attachment 11(a)** for a tabular breakdown of developer interest.
- (11) The developer interest that is being requested to be reimbursed is based upon the application of TCEQ Rule 293.50(b)(2). A breakdown of calculation of Rule 293.50(b)(2) has been included as **Attachment 11(b)**. See also District's Order authorizing this application.
- (12) Refer to **Attachment 12** for BAN summary of costs.
- (13) Refer to **Attachment 23** for a breakdown of developer advances and the District's Profit & Loss Statement from June 2021 through December 2022.
- (14) Refer to **Attachment 28** for a breakdown of bond issuance expenses.



ATTACHMENT 12
\$4,340,000 BOND ANTICIPATION NOTE SUMMARY OF COSTS
\$8,225,000 BOND ISSUE
WALLER COUNTY MUNICIPAL UTILITY DISTRICT No. 35

Construction Costs	District Share	BAN Amount
A. Developer Contribution Items		
1. Sunterra Section 49 WSD	\$ 1,359,539	\$ 951,677 ⁽¹⁾
2. Sunterra Section 50 WSD	\$ 1,501,930	\$ 1,051,351 ⁽¹⁾
3. Sunterra Section 53 WSD	\$ 86,814	\$ 60,770 ⁽¹⁾
4. Sunterra Section 48 WSD	\$ 750,508	\$ 525,357 ⁽¹⁾
5. Sunterra Section 46 WSD	\$ 1,281,701	\$ 897,192 ⁽¹⁾
4. Engineering (18.6% of Items 1 - 2 and 4)	\$ 672,031	\$ 470,422 ⁽¹⁾⁽²⁾
5. Testing (2.3% of Items 1 - 2 and 4)	82,430	57,701 ⁽¹⁾
6. SWPPP Management (4.8% of Items 1 - 2 and 4)	<u>173,039</u>	<u>121,127</u> ⁽¹⁾
Total Developer Contribution Items	\$ 5,907,992	\$ 4,135,597
TOTAL CONSTRUCTION ITEMS	\$ 5,907,992	\$ 4,135,597
(95.29% of BIR)		
Non Construction Costs		
A. Developer Advances	\$ 142,000.00	\$ 99,400 ⁽¹⁾
B. Bond Anticipation Note Issuance Costs		
1. Legal Fees		43,400 ⁽³⁾
2. Fiscal Agent Fees		43,400 ⁽⁴⁾
3. BAN Issuance Expenses		<u>18,203</u> ⁽⁵⁾
TOTAL NONCONSTRUCTION COSTS		\$ 204,403
(4.71% of BIR)		
TOTAL		\$ 4,340,000
Interest Calculation		
\$	4,340,000 at 5.25%	\$ 227,850



Notes:

- (1) The BAN includes 70% of District share for these items.
- (2) Refer to **Attachment 8** for a breakdown of engineering fees.
- (3) Refer to **Attachment 10(a)** for a breakdown of legal fees.
- (4) Refer to **Attachment 10(b)** for a breakdown of fiscal agent fees.
- (5) The following is a breakdown of the estimated BAN Issuance Expenses:

Engineering	\$	2,000
Audit	\$	6,500
Miscellaneous Expenses	\$	4,703
Counsel for BAN Purchaser	\$	5,000
TOTAL	\$	18,203

Exhibit E

CERTIFICATE FOR
ORDER AUTHORIZING APPLICATION TO THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
FOR APPROVAL OF PROJECT AND BONDS
AND FOR USE OF SURPLUS FUNDS AND
INTEREST EARNED ON CONSTRUCTION FUNDS

I, the undersigned Secretary of the Board of Directors (the "Board") of Waller County Municipal Utility District No. 35 (the "District"), hereby certify as follows:

1. The Board, composed as follows:

Victoria A. Battistini, President
Ryan C. Ward, Vice President
Jaclyn Day, Secretary
Daniel C. Feiler, Assistant Secretary
Tiffani S. Walker, Assistant Secretary

convened in regular session, open to the public, on October 14, 2024, at the Board's regular meeting place, and all of the members of the Board were present, except Directors Ward and Feiler, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: A written

ORDER AUTHORIZING APPLICATION TO THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
FOR APPROVAL OF PROJECT AND BONDS
AND FOR USE OF SURPLUS FUNDS AND
INTEREST EARNED ON CONSTRUCTION FUNDS

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

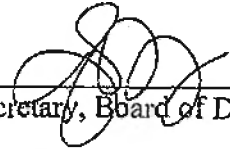
AYES: 3

NOES: 0

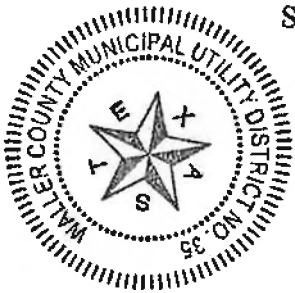
2. A true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached and follows this certificate; such Order has been duly recorded in the Board's minutes of such meeting; the persons named in the above and foregoing paragraph are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

SIGNED AND SEALED this 14th of October, 2024.

WALLER COUNTY MUNICIPAL
UTILITY DISTRICT NO. 35

By: 
Secretary, Board of Directors

(SEAL)



ORDER AUTHORIZING APPLICATION TO THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
FOR APPROVAL OF PROJECT AND BONDS
AND FOR USE OF SURPLUS FUNDS
AND INTEREST EARNED ON CONSTRUCTION FUNDS

WHEREAS, Waller County Municipal Utility District No. 35 (the "District") is in the process of continuing construction of its waterworks, sanitary sewer, storm sewer and drainage system to serve the land within its boundaries; and

WHEREAS, Section 49.181, Texas Water Code, as amended, requires the District, when it desires to issue bonds, to submit in writing to the Texas Commission on Environmental Quality (the "Commission") an application for the investigation of the project proposed to be constructed and of the District's bonds proposed to be issued, together with a copy of the engineer's report and a copy of the data, plats, profiles, maps, plans and specifications prepared in connection with such project; and

WHEREAS, the Board of Directors desires to secure the approval of the Commission of the construction and/or purchase of water, sewer and drainage facilities and services necessary to serve the District, and to the issuance of the bonds hereinafter described in Section 1(b) of this Order;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35, THAT:

Section 1: The President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District are hereby authorized and directed as follows:

(a) To make application to the Commission pursuant to Section 49.181, Texas Water Code, as amended, for an investigation and report upon the feasibility of the District's constructing

and/or purchasing water distribution facilities, sanitary sewage collection facilities, and stormwater drainage facilities and services necessary to serve areas within the District; and

(b) To request the Commission to approve the bonds of the District in an aggregate amount not to exceed \$8,225,000, bearing interest at a net effective interest rate not exceeding two percentage points above the Daily Bond Buyer's "20-Bond Index", and maturing serially in accordance with a schedule to be furnished in an engineering report to the Commission by the District's engineers; and

(c) To request the Commission to approve that portion of the District's facilities described in Section 1(a) and to make a written report thereon, with such report to be filed in the office of the Commission and a copy to be furnished to the Attorney General of Texas and to the Board of Directors of the District; and

(d) To request that the Commission:

(1) determine that the District and this application are exempt from the developer cost participation requirements of §293.47 pursuant to the exception under §293.47(a)(3) of the Rules of the Commission;

(2) approve payment of interest for a period of more than two (2) years pursuant to the provisions of §293.50(b)(2) of the Rules of the Commission; and

(3) approve the use of surplus construction funds and interest earned on construction funds to be applied to projects as reflected in the hereinbelow described engineering report in order to reduce the bond issue requirement.

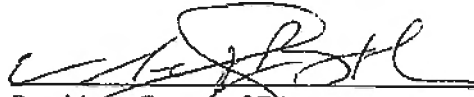
Section 2: By this Order, the District assures the Commission that it will abide by the terms and conditions prescribed by the Commission, and to the extent applicable, it will retain or cause to be retained the required percentage of all sums due all construction contractors on such portions of the District's system to assure that the system is completed in accordance with the approved plans and specifications.

Section 3: Quiddity Engineering, LLC, the District's engineers, are hereby authorized and directed to prepare an engineering report in such form as may be required by the Commission and to submit the same to the Commission in support of this Order.

Section 4: The President or Vice President and Secretary or Assistant Secretary of the Board of Directors, the District's engineers, the District's financial advisors, Robert W. Baird & Co., Inc., and the District's attorneys, Schwartz, Page & Harding, L.L.P., are hereby authorized and directed to do any and all things necessary and proper in connection with this Order.

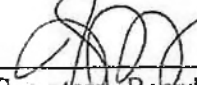
Section 5: A certified copy of this Order shall constitute an application and request on behalf of the District to the Commission pursuant to Section 49.181, Texas Water Code, as amended, and the Rules of the Commission for approval (i) of that portion of the District's waterworks, sanitary sewer and drainage system described in Section 1(a) hereof, (ii) of the bonds described in Section 1(b) hereof, and (iii) of the exemptions and other prayers and requests hereinabove described.

PASSED AND ADOPTED this 14th day of October, 2024.



President, Board of Directors
Waller County Municipal
Utility District No. 35

ATTEST:



Secretary, Board of Directors
Waller County Municipal
Utility District No. 35



(SEAL)

Exhibit F

Forvis Mazars, LLP
2700 Post Oak Boulevard, Suite 1500
Houston, TX 77056
P 713.499.4600
F 713.499.4699
forvismazars.us



October 14, 2024

Board of Directors
Waller County Municipal Utility District No. 35
Waller County, Texas

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

Waller County Municipal Utility District No. 35

- Agreed-Upon Procedure Services relative to the District's Series 2024 Bond Anticipation Note

Engagement Fees

Our fees for the above services will be computed at our standard rates. Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of **Waller County Municipal Utility District No. 35**.

BY


Board President

DATE

10/14/24

Scope of Services

The following apply for all services:

Assistance

Our timely completion of services depends on the assistance you, or the responsible party(ies), provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.

Responsibility for Outcomes

We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand that the Board is responsible and accountable for overseeing the performance of these services and that the Board is qualified to conduct such oversight.

Performance of Nonattest Services – SEC and PCAOB

Our performance of certain nonattest services may not be permitted under the SEC and PCAOB independence rules, to which we are not currently subject. Accordingly, if we perform services that are not permitted under those rules, you would not be permitted to use our reports in a registration statement or other document requiring compliance with those rules.

You agree to inform us promptly if you are considering any future public offering of securities, use of our reports to comply with the Investment Advisers Act custody rule, or other action that would necessitate our future compliance with the independence rules of the SEC and PCAOB.

Scope of Services – Agreed-Upon Procedure Services

We will apply the agreed-upon procedures described below to statements submitted by the developers for costs paid or incurred on behalf of Waller County Municipal Utility District No. 35 (the District). This engagement is solely to assist you in determining amounts to be paid by the District to the developers from the proceeds of the District's Series 2024 Bond Anticipation Note. The appropriateness of the procedures is solely the responsibility of the parties to be specified in our report. Consequently, we make no representation regarding the appropriateness of the procedures described below for the purpose for which our reports have been requested or for any other purpose. Our proposed procedures are as follows:

- We will vouch copies of checks and invoices supporting amounts expended by the developers. The computations of certain costs will be recalculated to determine that the amounts required to be paid by the developers, in accordance with the rules of the Texas Commission on Environmental Quality (the Commission), are not included in the amount to be reimbursed.
- We will compare the bond anticipation note summary to costs submitted by the developer.
- Estimates of costs remaining to be incurred, if any, will be obtained through discussion with the District's other consultants.

Because we have not been engaged to conduct an examination or review, we will not express an opinion or conclusion, respectively. In addition, we have no obligation to perform any procedures beyond those listed above.

Sherri Greenwood is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will submit reports listing the procedures performed and the results of those procedures. These reports are solely for the use of the District and should not be used by those who did not agree to the procedures. Our reports will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The following apply for the agreed-upon procedure services described above:

**Our
Responsibilities**

Our engagement to apply agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants as required by Rule 30 TAC, Section 293.70 of the Commission, "Audit of Payments to Developer."

**District
Responsibilities**

To facilitate our engagement, the District is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. It should be understood that the District is responsible for the accuracy and completeness of these items and for the subject matter.

At the conclusion of our engagement, the District will provide to us a letter confirming the availability of this information, certain representations made during the engagement, and acknowledging certain responsibilities outlined in this contract.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes Forvis Mazars LLP's standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This

contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. To the extent allowed by law, but without any requirement that You establish or maintain a separate interest and sinking fund therefore, You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** [Deleted]
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the gross negligence or intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** Except with respect to claims of gross negligence or intentional or willful misconduct, or a

breach of confidentiality, in no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** All audit and/or agreed-upon procedure reports generated by Us hereunder shall be Your property upon finalization of same. We acknowledge that the requirements of Chapter 552, Texas Government Code, as amended (the "Public Information Act"), and Chapters 201-205, Texas Local Government Code, as amended (the "Local Government Records Act," and together with the Public Information Act, the "Acts"), each apply to all public information, as defined by the Public Information Act, and all local government records, as defined by the Local Government Records Act, related to the relationship between the You and Us, and to any work carried out thereunder. We covenant that We will comply with all requirements of the Acts, Your Record

Management Program, and all applicable rules, regulations, policies, and retention schedules adopted thereunder.

You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation (except final audit and/or agreed-upon procedure reports) retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

We will cooperate with You in responding to any subpoena where Forvis Mazars is not a party and will provide You with a fee estimate based on the estimated time required to comply. You agree to compensate Forvis Mazars for the time expended complying with the subpoena or other legal process based on the agreed-upon estimates.

17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible. Draft documents are subject to potentially material changes until such time as they are marked final, and We shall not be liable to You in Your use of such draft documents.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary

information, as appropriate, are reproduced and distributed with Our report.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use (except final audit and/or agreed-upon procedure reports) shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take

this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** In the event You place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site, You agree to notify Us. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, other than in connection with Our audit report or other deliverables, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
31. **Network.** Forvis Mazars is a Delaware limited liability partnership and an independent member of Forvis Mazars Global, Ltd., a leading global professional services network. Forvis Mazars Global, Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.
34. **Representations.** (a) As required by Chapter 2271, Government Code, We represent that We, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Us, do not boycott Israel and will not boycott Israel through the term of this engagement. 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.
- (b) Pursuant to Chapter 2252, Texas Government Code, We represent and certify that, at the time of execution of this contract, neither We, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
- (c) To the extent the engagement to which this Terms and Conditions Addendum is attached has a value of \$100,000 or more, pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, We hereby verify that We, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Us, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.
- (d) To the extent the engagement to which this Terms and Conditions Addendum is attached has a value of \$100,000 or more, pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, We hereby verify that We, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Us: (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. As used in the foregoing verifications, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Forvis Mazars, LLP
Houston, TX United States

Certificate Number:
2024-1225970

Date Filed:
10/13/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Waller County Municipal Utility District No. 35

Date Acknowledged:
10/21/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

10142024
Agreed-upon procedures engagement relative to the District's 2024 BAN

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cole, Abe	Springfield, MO United States	X	
	Graham, Frank	Charlotte, NC United States	X	
	Snow, Matt	Charlotte, NC United States	X	
	Watson, Tom	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Forvis Mazars, LLP
Houston, TX United States

Certificate Number:
2024-1225970

Date Filed:
10/13/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Waller County Municipal Utility District No. 35

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

10142024
Agreed-upon procedures engagement relative to the District's 2024 BAN

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cole, Abe	Springfield, MO United States	X	
	Graham, Frank	Charlotte, NC United States	X	
	Snow, Matt	Charlotte, NC United States	X	
	Watson, Tom	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is BRIAN K. KRUEGER, and my date of birth is 04/11/67.

My address is 2700 POST OAK BLVD., SUITE 1500, HOUSTON, TX, 77056, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 14th day of OCTOBER, 20 24.
(month) (year)

Brian K. Krueger

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit G

Waller County MUD No. 35

Inspection Date	Section #	Total Inspected	Total Out of Compliance	Builders Out of Compliance per Section
9/16/2024	46	17	11	Gehan (11)
9/23/2024	46	15	8	Gehan (8)
9/30/2024	46	14	2	Gehan (2)
10/7/2024	46	12	3	Gehan (3)
9/16/2024	48	34	10	Davidson (10)
9/23/2024	48	29	8	Davidson (8)
9/30/2024	48	28	11	Davidson (11)
10/7/2024	48	25	6	Davidson (6)
9/16/2024	50	3	3	Westin (2) Nuway (1)
9/23/2024	50	7	7	Westin (2) Nuway (5)
9/30/2024	50	7	5	Westin (2) Nuway (3)
10/7/2024	50	8	6	Westin (2) Nuway (4)

NOTE Remaining Sections within WC MUD No. 35 are not ready for inspections at this time per inspector

SWPPP Inspections Waller County MUD 35

Sunterra Subdivision
Inspection Photo's
October 2024 MUD Meeting

Colin Walton, QCIS
Silt Solutions Inc.
8906 Cresting Ridge Dr
Richmond, TX 77406
colin@siltsolutionsinc.com
713-295-0274 cell



Sec 46 Blk 3 Lot 1



Sec 46 Blk 3 Lot 2



Sec 48 Blk 1 Lot 13



Sec 50 Blk 1 Lot 14



Sec 50 Blk 3 Lot 4



Sec 50 Blk 3 Lot 5



Exhibit H



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | October 14, 2024

Waller County Municipal Utility District No. 35



WEBSITE

www.municipalaccounts.com



ADDRESS

1281 Brittmoore Road
Houston, Texas 77043



CONTACT

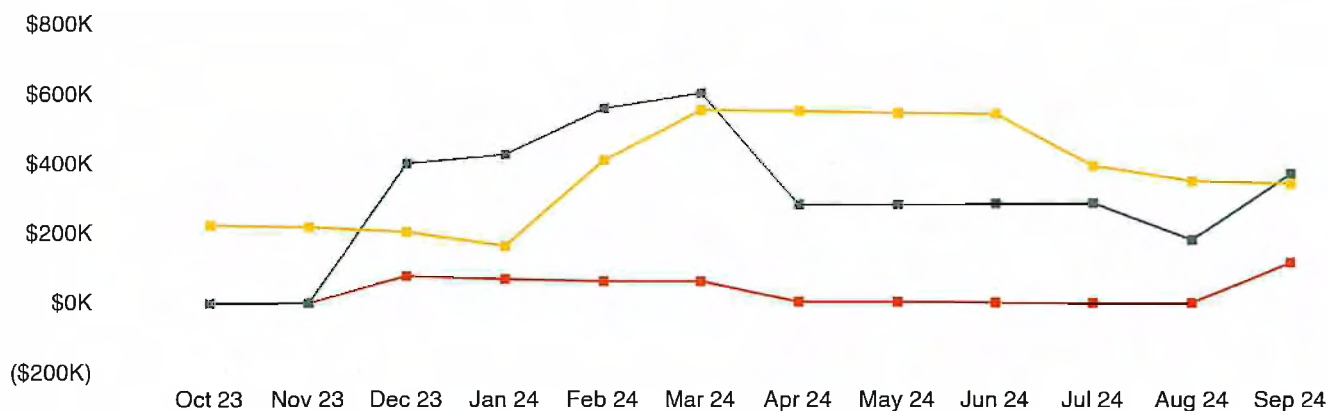
Phone: 713.623.4539
Fax: 713.629.6859

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A home is the biggest investment a person may make. Your residents chose this area for its location, its schools and its community. The average Homestead Value is based on the total Assessed Value of the homes that qualify for a Homestead Exemption in your District. That value is then divided by the number of Qualified Homesteads in your District. Showing Average Homestead Value over time shows the trend of Assessed Value in the District.

Assessed Value of Qualified Homesteads		No. of Qualified Homesteads	Average Homestead Value	
2018	N/A	N/A	2018	N/A
2019	N/A	N/A	2019	N/A
2020	N/A	N/A	2020	N/A
2021	N/A	N/A	2021	N/A
2022	N/A	N/A	2022	N/A

General Operating	Capital Projects	Debt Service
\$130,123	\$100,650	\$370,662



Monthly Financial Summary - General Operating Fund

Waller County MUD No. 35 - GOF



Account Balance Summary

Balance as of 09/10/2024 **\$116,694**

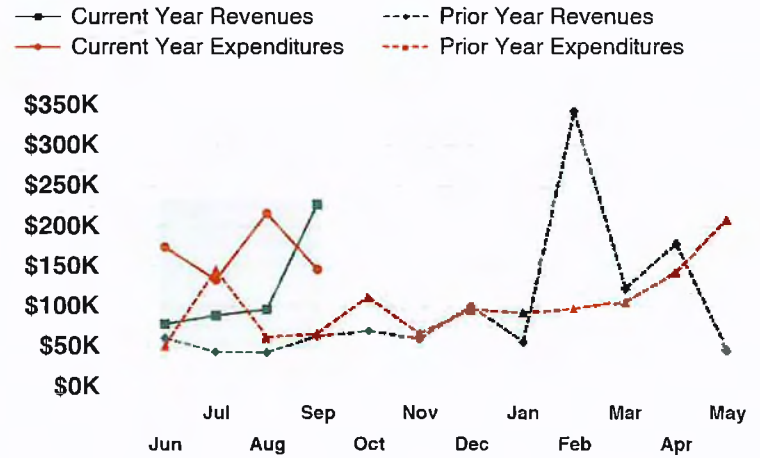
Receipts 456,477

Disbursements (443,048)

Balance as of 10/14/2024 **\$130,123**

Overall Revenues & Expenditures

By Month (Year to Date)



September 2024

Revenues

Actual	Budget	Over/(Under)
\$227,246	\$81,843	\$145,403

Expenditures

Actual	Budget	Over/(Under)
\$146,401	\$97,962	\$48,439

June 2024 - September 2024 (Year to Date)

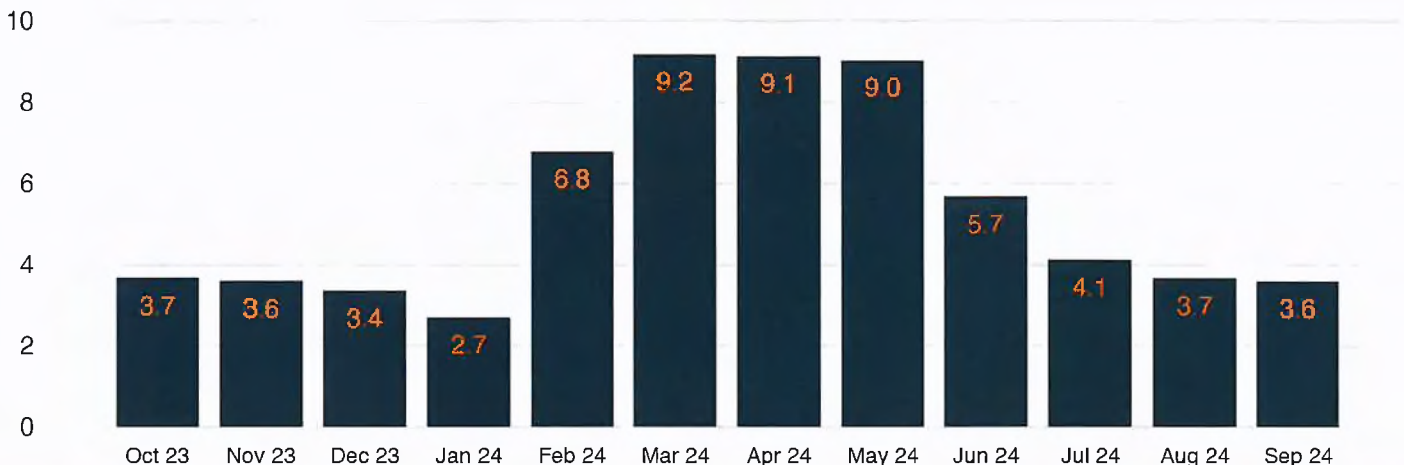
Revenues

Actual	Budget	Over/(Under)
\$491,342	\$337,723	\$153,619

Expenditures

Actual	Budget	Over/(Under)
\$670,019	\$418,264	\$251,756

Operating Fund Reserve Coverage Ratio (In Months)



Cash Flow Report - Checking Account

Waller County MUD No. 35 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 09/10/2024				\$2,313.78
Receipts				
	Sunterra POA - Security Billing		5,000.00	
	Transfer from Operator		99,262.60	
	Interest Earned on Checking		1.20	
	Sunterra POA - Security Billing		5,000.00	
	Sunterra POA - Security Billing		5,000.00	
	Sunterra POA - Security Billing		5,000.00	
	Transfer from Money Market		114,000.00	
Total Receipts				\$233,263.80
Disbursements				
1287	Keity Herrera	Customer Refund	(222.13)	
1288	Prosper Realty Group	Customer Refund	(343.03)	
1289	Best Trash	Garbage Expense	(7,296.12)	
1290	Harris-Waller Co. MUD 4	Connection Fees & Mowing Expense	(66,844.38)	
1291	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(5,162.35)	
1292	Municipal District Services, LLC	Maintenance & Repairs	(118,413.41)	
1293	On-Site Protection, LLC	Security Expense	(4,342.59)	
1294	Quiddity Engineering, LLC	Engineering Fees	(18,718.25)	
1295	Schwartz, Page & Harding, L.L.P.	Legal Fees	(5,125.09)	
1296	Silt Solutions, Inc.	Stormwater Prevention Plan	(2,170.00)	
1297	Water Utility Services Inc.	Laboratory Expense	(60.00)	
Fees	Central Bank	Service Fee	(5.00)	
HR&P	Ryan Ward.	Fees of Office 09/09/2024	(206.78)	
HR&P	Daniel Feiler.	Fees of Office 09/09/2024	(217.50)	
HR&P	Victoria Battistini.	Fees of Office 09/09/2024	(237.76)	
HR&P	Tiffani Walker.	Fees of Office 09/09/2024	(230.90)	
HR&P	United States Treasury	Payroll Taxes	(135.20)	
HR&P	HR&P	Payroll Administration Fee	(50.00)	
Total Disbursements				(\$229,780.49)
Balance as of 10/14/2024				\$5,797.09

Cash Flow Report - Operator Account

Waller County MUD No. 35 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 09/10/2024				\$40,492.40
Receipts				
	Accounts Receivable		66,128.03	
	Accounts Receivable		5,380.57	
	Tap Connections (1)		2,532.00	
	Tap Connections (10)		29,070.00	
	Tap Connections (4)		9,628.00	
	Tap Connections (10)		24,070.00	
Total Receipts				\$136,808.60
Disbursements				
Fees	Central Bank	Service Fee	(5.00)	
Sweep	Central Bank	Transfer to Checking Account	(99,262.60)	
Total Disbursements				(\$99,267.60)
Balance as of 10/14/2024				\$78,033.40

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



			September 2024			June 2024 - September 2024			
			Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues									
Water Revenue									
14101	Water- Customer Service Revenue		69,343	24,100	45,243	183,480	110,860	72,620	241,000
14106	Transfer Fees		2,280	725	1,555	7,382	2,900	4,482	8,700
Total Water Revenue			71,623	24,825	46,798	190,862	113,760	77,102	249,700
Wastewater Revenue									
14201	Wastewater-Customer Service Rev		27,483	10,960	16,523	72,766	39,730	33,036	137,000
Total Wastewater Revenue			27,483	10,960	16,523	72,766	39,730	33,036	137,000
Property Tax Revenue									
14301	Maintenance Tax Collections		0	0	0	0	0	0	250,000
Total Property Tax Revenue			0	0	0	0	0	0	250,000
Tap Connection Revenue									
14501	Tap Connections		43,000	33,208	9,792	101,345	132,833	(31,488)	398,500
14502	Inspection Fees		9,014	5,717	3,297	22,580	22,867	(287)	68,600
Total Tap Connection Revenue			52,014	38,925	13,089	123,925	155,700	(31,775)	467,100
Administrative Revenue									
14702	Penalties & Interest		2,056	1,392	664	8,532	5,567	2,966	16,700
Total Administrative Revenue			2,056	1,392	664	8,532	5,567	2,966	16,700
Interest Revenue									
14801	Interest Earned on Checking		1	25	(24)	18	100	(82)	300
14802	Interest Earned on Temp. Invest		770	717	53	4,412	2,867	1,545	8,600
Total Interest Revenue			771	742	29	4,430	2,967	1,463	8,900
Other Revenue									
15802	Sunterra POA Contribution		5,000	5,000	0	20,000	20,000	0	60,000
Total Other Revenue			5,000	5,000	0	20,000	20,000	0	60,000
Total Revenues			158,946	81,843	77,103	420,515	337,723	82,792	1,189,400
Expenditures									
Water Service									
16102	Operations - Water		750	2,500	(1,750)	2,619	10,000	(7,381)	30,000
16104	Purchase Water / JWP		0	17,700	(17,700)	70,097	81,420	(11,323)	177,000
16105	Maintenance & Repairs - Water		11,452	6,167	5,285	31,180	24,667	6,513	74,000
16108	Laboratory Expense - Water		0	25	(25)	437	100	337	300
16113	Transfer Expense		2,563	1,250	1,313	13,232	5,000	8,232	15,000
16117	TCEQ Regulatory Expense - Water		0	0	0	0	0	0	900
Total Water Service			14,765	27,642	(12,877)	117,565	121,187	(3,622)	297,200

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



September 2024			June 2024 - September 2024			Annual Budget
Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
576	292	284	2,061	1,167	895	3,500
1,109	800	309	5,640	3,200	2,440	9,600
0	13,375	(13,375)	70,097	53,500	16,597	160,500
91,962	0	91,962	172,966	0	172,966	0
0	0	0	0	0	0	900
93,647	14,467	79,180	250,765	57,867	192,899	174,500
7,296	3,358	3,938	22,171	13,433	8,738	40,300
7,296	3,358	3,938	22,171	13,433	8,738	40,300
2,170	4,083	(1,913)	13,240	16,333	(3,093)	49,000
0	7,167	(7,167)	41,673	28,667	13,007	86,000
2,170	11,250	(9,080)	54,913	45,000	9,913	135,000
0	13,083	(13,083)	76,865	52,333	24,532	157,000
8,390	3,500	4,890	29,029	14,000	15,029	42,000
8,390	16,583	(8,194)	105,894	66,333	39,561	199,000
4,720	8,333	(3,613)	38,367	33,333	5,034	100,000
0	0	0	13,900	13,131	769	16,000
3,718	2,917	802	16,105	11,667	4,438	35,000
0	0	0	2,520	2,666	(146)	3,200
4,996	4,950	46	19,725	19,800	(76)	45,000
0	42	(42)	0	167	(167)	500
533	625	(92)	2,199	2,500	(301)	7,500
4	83	(79)	129	333	(205)	1,000
97	225	(128)	340	900	(560)	2,700
348	175	173	1,219	700	519	2,100
229	500	(271)	1,346	2,000	(654)	6,000
10	10	0	75	40	35	120
77	125	(48)	345	500	(155)	1,500
25	10	15	110	40	70	120
14,757	17,995	(3,238)	96,379	87,777	8,602	220,740
4,343	5,000	(657)	17,855	20,000	(2,145)	60,000
4,343	5,000	(657)	17,855	20,000	(2,145)	60,000

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



September 2024			June 2024 - September 2024			
Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
884	1,108	(224)	3,536	4,433	(897)	13,300
50	50	0	200	200	0	600
68	83	(16)	270	333	(63)	1,000
1,002	1,242	(240)	4,006	4,967	(960)	14,900
33	425	(392)	470	1,700	(1,230)	5,100
33	425	(392)	470	1,700	(1,230)	5,100
146,401	97,962	48,439	670,019	418,264	251,756	1,146,740
12,545	(16,118)	28,664	(249,504)	(80,540)	(168,964)	42,660
68,300	0	68,300	70,827	0	70,827	0
68,300	0	68,300	70,827	0	70,827	0
68,300	0	68,300	70,827	0	70,827	0
68,300	0	68,300	70,827	0	70,827	0
80,845	(16,118)	96,964	(178,677)	(80,540)	(98,137)	42,660

Balance Sheet as of 09/30/2024

Waller County MUD No. 35 - GOF



Assets	
Bank	
11101 Cash in Bank	\$105,494
11102 Operator	78,033
Total Bank	<u>\$183,528</u>
Investments	
11201 Time Deposits	\$160,292
Total Investments	<u>\$160,292</u>
Receivables	
11301 Accounts Receivable	\$130,732
11303 Maintenance Tax Receivable	1,595
Total Receivables	<u>\$132,328</u>
Interfund Receivables	
11401 Due From Capital Projects	\$40,125
11406 Due from Sunterra POA	20,000
Total Interfund Receivables	<u>\$60,125</u>
Total Assets	<u>\$536,273</u>
Liabilities & Equity	
Liabilities	
Accounts Payable	
12101 Accounts Payable	\$228,132
Total Accounts Payable	<u>\$228,132</u>
Other Current Liabilities	
12202 Due To TCEQ	\$701
Total Other Current Liabilities	<u>\$701</u>
Interfund Payables	
12403 Due To Tax Account	\$8,316
Total Interfund Payables	<u>\$8,316</u>
Deferrals	
12501 Tap Connection Fees Advance	\$66,120
12502 Deferred Inflows Property Taxes	1,595
Total Deferrals	<u>\$67,715</u>
Deposits	
12601 Customer Meter Deposits	\$242,838
Total Deposits	<u>\$242,838</u>
Total Liabilities	<u>\$547,703</u>

Balance Sheet as of 09/30/2024

Waller County MUD No. 35 - GOF



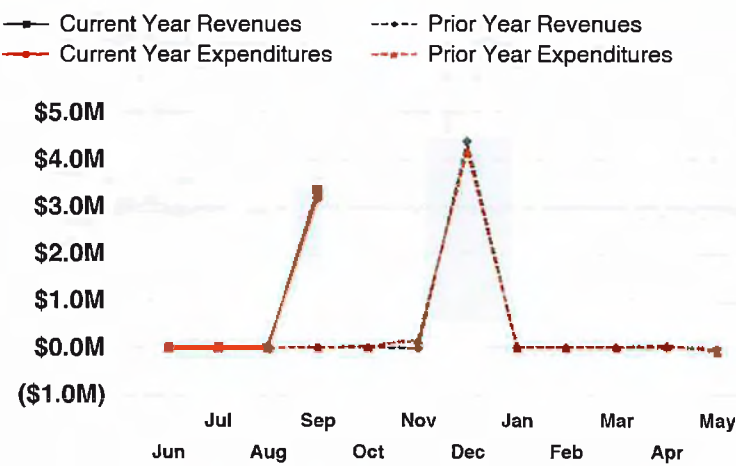
Liabilities & Equity

Equity		
Unassigned Fund Balance		
13101 Unassigned Fund Balance		\$167,247
Total Unassigned Fund Balance		\$167,247
Net Income		(\$178,677)
Total Equity		(\$11,430)
Total Liabilities & Equity		\$536,273

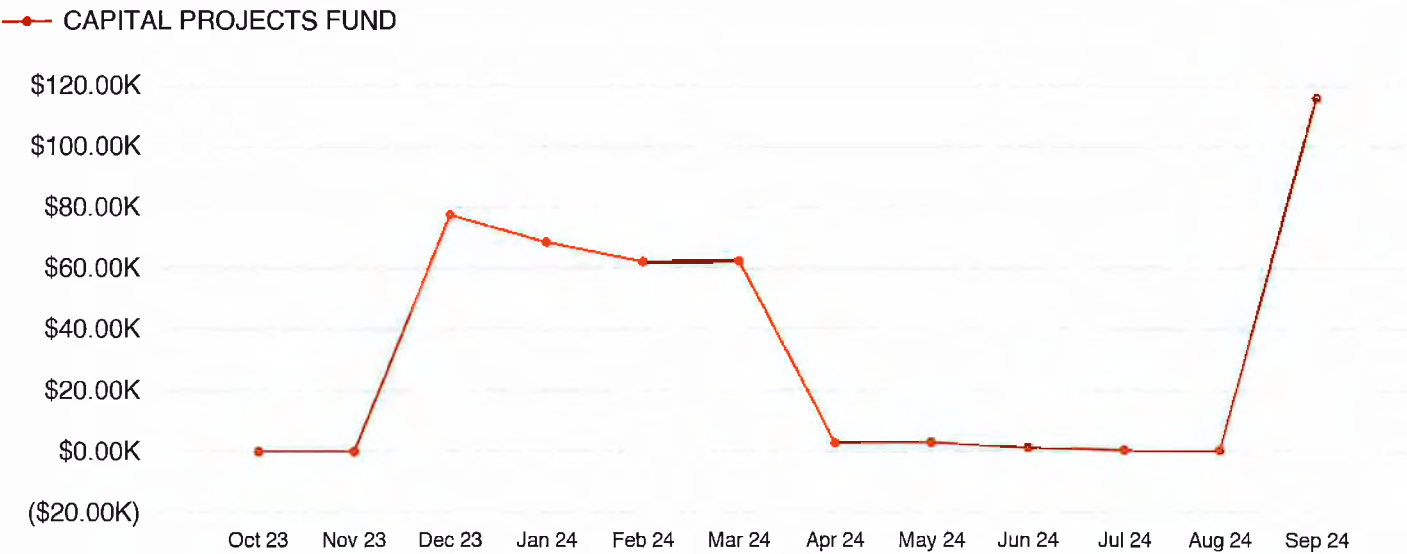
Account Balance Summary

Balance as of 09/10/2024	\$465
Receipts	3,303,256
Disbursements	(3,203,072)
Balance as of 10/14/2024	\$100,650

Overall Revenues & Expenditures
By Month (Year to Date)



Account Balance By Month | October 2023 - September 2024



Cash Flow Report - Checking Account

Waller County MUD No. 35 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 09/10/2024				\$465.27
Receipts				
	Transfer from Money Market - Series 2024		12,965.00	
	Transfer from Money Market - Series 2024 Road		12,400.00	
	Transfer from Money Market - Series 2024		6,899.27	
	Transfer from Money Market - Series 2024 Road		8,385.60	
Total Receipts				\$40,649.87
Disbursements				
1011	Bob Leared Interests	Series 2024 Bond - Tax Assessor Fee	(2,500.00)	
1012	Forvis Mazars	Series 2024 Bond - Audit Fees	(2,500.00)	
1013	Houston Chronicle	Series 2024 Bond - Publication Expense	(3,565.00)	
1014	Municipal Accounts & Consulting, L.P.	Series 2024 Bond - Bookkeeping Fee	(4,000.00)	
1015	MuniHub	Series 2024 Bond - Electronic	(400.00)	
1016	Bob Leared Interests	Series 2024 Road Bond - Tax Assessor	(2,500.00)	
1017	Forvis Mazars	Series 2024 Road Bond - Audit Fees	(5,500.00)	
1018	Municipal Accounts & Consulting, L.P.	Series 2024 Road Bond - Bookkeeping	(4,000.00)	
1019	MuniHub	Series 2024 Road Bond - Electronic	(400.00)	
1020	Forvis Mazars	Series 2024/Series 2024 Road - Audit	(5,000.00)	
1021	Houston Chronicle	Series 2024 Road Bond - Publication	(3,565.00)	
1022	Schwartz Page & Harding LLP	Legal Fees	(5,067.30)	
1023	The Bookbindery Inc.	Binding Fees	(769.35)	
1024	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(883.22)	
Fee	Central Bank	Service Fee	(5.00)	
Total Disbursements				(\$40,654.87)
Balance as of 10/14/2024				\$460.27

District Debt Summary as of 10/14/2024

Waller County MUD No. 35 - DSF



		WATER, SEWER, DRAINAGE	PARK/ROAD/OTHER	REFUNDING
Total \$ Authorized		Authorized	Authorized	Authorized
\$487.16M		\$290.91M	\$196.25M	\$487.16M
Total \$ Issued		Issued	Issued	Issued
\$7.77M		\$1.17M	\$6.60M	N/A
Yrs to Mat	Rating	\$ Available To Issue	\$ Available To Issue	\$ Available To Issue
25	AA	\$289.74M	\$189.66M	\$487.16M

*Actual 'Outstanding' Refunding Bonds issued below may differ from the 'Issued' total above pursuant to Chapter 1207, Texas Government Code.

Outstanding Debt Breakdown

Series Issued	Original Bonds Issued	Maturity Date	Principal Outstanding
2024 - WS&D	\$1,170,000	2050	\$1,170,000
2024 - Road	\$2,385,000	2050	\$2,385,000
2023 - Road	\$4,210,000	2049	\$4,210,000
Total	\$7,765,000		\$7,765,000

District Debt Schedule

Waller County MUD No. 35 - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2024 - WS&D	\$0.00	\$25,193.06	\$25,193.06
Bank of New York	2024 - Road	\$0.00	\$51,017.71	\$51,017.71
Bank of New York	2023 - Road	\$0.00	\$106,703.13	\$106,703.13
Total Due 03/01/2025		\$0.00	\$182,913.90	\$182,913.90

Paying Agent	Series	Principal	Interest	Total
Bank of New York	2024 - WS&D	\$0.00	\$26,675.00	\$26,675.00
Bank of New York	2024 - Road	\$0.00	\$54,018.75	\$54,018.75
Bank of New York	2023 - Road	\$85,000.00	\$106,703.13	\$191,703.13
Total Due 09/01/2025		\$85,000.00	\$187,396.88	\$272,396.88

Investment Profile as of 10/14/2024

Waller County MUD No. 35



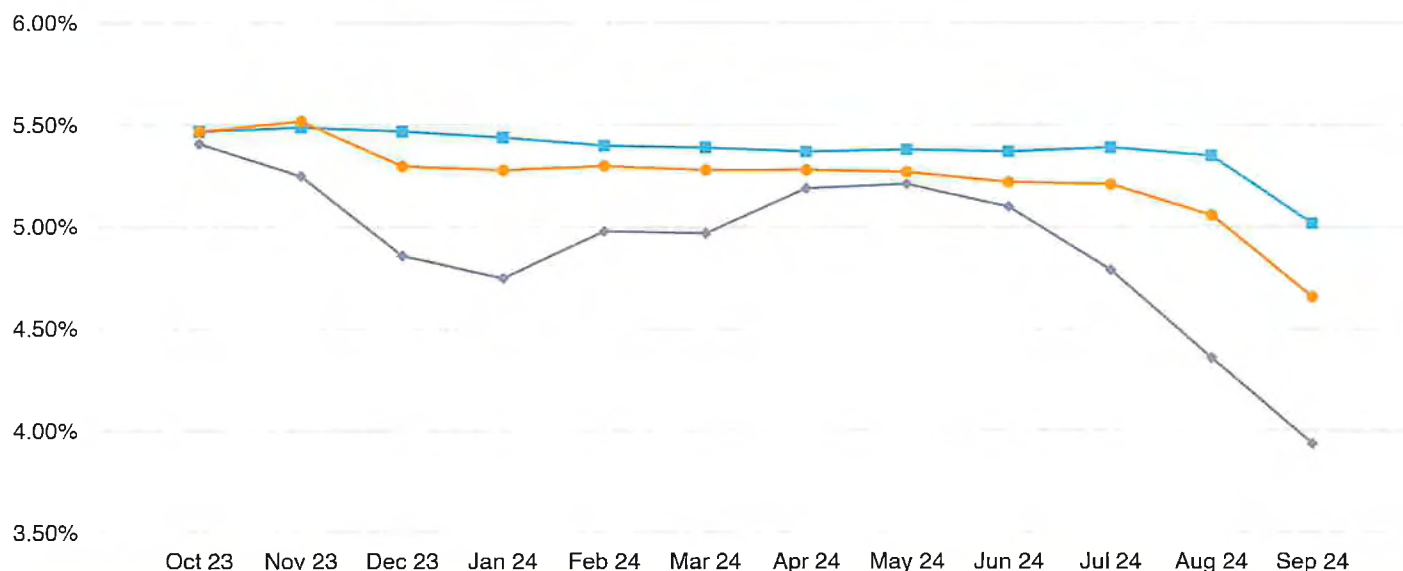
General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$130,123	Funds Available to Invest \$100,650	Funds Available to Invest \$370,662	Funds Available to Invest N/A
Funds Invested \$46,292	Funds Invested \$100,189	Funds Invested \$370,662	Funds Invested N/A
Percent Invested 36%	Percent Invested 99%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	5.02%	180 Days	4.67%	180 Days	4.50%
		270 Days	4.55%	270 Days	4.50%
		1 Yr	4.43%	1 Yr	4.25%
		13 Mo	2.62%	13 Mo	N/A
		18 Mo	3.52%	18 Mo	4.25%
		2 Yr	2.36%	2 Yr	4.01%

*Rates are based on the most current quoted rates and are subject to change daily.

Investment Rates Over Time (By Month) | October 2023 - September 2024

— MONEY MARKET — CD-1 YEAR — U.S. TREASURIES-1 Year



Account Balance as of 10/14/2024

Waller County MUD No. 35 - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0001)	07/12/2023		5.07%	46,292.34	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX3679)			0.00%	5,797.09	Checking Account
CENTRAL BANK - CHECKING (XXXX8697)			0.00%	78,033.40	Operator
Totals for General Operating Fund				\$130,122.83	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0007)	08/06/2024		5.07%	64,822.45	Series 2024
TEXAS CLASS (XXXX0008)	08/06/2024		5.07%	35,366.80	Series 2024 Road
Checking Account(s)					
CENTRAL BANK (XXXX2120)			0.00%	460.27	Cash In Bank
Totals for Capital Projects Fund				\$100,649.52	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0002)	11/09/2023		5.07%	2,811.30	Contract Tax
TEXAS CLASS (XXXX0006)	11/30/2023		5.07%	287,597.45	Road
TEXAS CLASS (XXXX0009)	08/06/2024		5.07%	80,253.66	WSD
Totals for Debt Service Fund				\$370,662.41	

Grand Total for Waller County MUD No. 35 : **\$601,434.76**

Capital Projects Fund Breakdown

WALLER COUNTY MUD 35

As of 10/14/2024

Net Proceeds for All Bond Issues

Receipts

Bond Proceeds - Series 2024	1,170,000.00
Interest Earnings - Series 2024	419.11
Bond Proceeds - Series 2024 Road	2,385,000.00
Interest Earnings - Series 2024 Road	1,899.89

Disbursements

Disbursements - Series 2024	(1,105,596.66)
Disbursements - Series 2024 Road	(2,351,072.82)

Total Cash Balance	<u>\$100,649.52</u>
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Balances by Account

Central Bank - Checking XXX2120	\$460.27
Texas CLASS Series 2024	64,822.45
Texas CLASS Series 2024 Road	35,366.80

Total Cash Balance	<u>\$100,649.52</u>
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Balances by Bond Series

Bond Proceeds - Series 2024	\$64,822.45
Bond Proceeds - Series 2024 Road	35,827.07

Total Cash Balance	<u>\$100,649.52</u>
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Remaining Costs/Surplus By Bond Series

Remaining Costs - Series 2024 Road	5,325.00
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Total Amount in Remaining Costs	<u>\$5,325.00</u>
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Surplus & Interest - Series 2024	\$64,822.45
Surplus & Interest - Series 2024 Road	30,502.07

Total Surplus & Interest Balance	<u>\$95,324.52</u>
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Total Remaining Costs/Surplus	<u>\$100,649.52</u>
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Cost Comparison - \$1,170,000 - Series 2024

WALLER COUNTY MUD 35

	USE OF PROCEEDS	ACTUAL COSTS	BAN COSTS	REMAINING COSTS	VARIANCE (OVER)/UNDER
CONSTRUCTION COSTS					
Developer Items					
Sunterra, Section 49	\$568,885.00	\$170,665.40	\$398,219.00	\$0.00	\$0.60
Subtotal Developer Items	\$568,885.00	\$170,665.40	\$398,219.00	\$0.00	\$0.60
TOTAL CONSTRUCTION COSTS	\$568,885.00	\$170,665.40	\$398,219.00	\$0.00	\$0.60
NON-CONSTRUCTION COSTS					
Legal Fees Bond	\$39,250.00	\$39,250.00	\$0.00	\$0.00	\$0.00
Legal Fees BAN	\$15,000.00	0.00	15,000.00	0.00	0.00
Fiscal Agent Fees Bond	23,400.00	23,400.00	0.00	0.00	0.00
Fiscal Agent Fees BAN	10,000.00	0.00	10,000.00	0.00	0.00
Developer Interest	52,495.00	37,714.56	0.00	0.00	14,780.44
Capitalized Interest	114,075.00	80,025.00	0.00	0.00	34,050.00
Bond anticipation note interest	28,050.00	23,041.41	0.00	0.00	5,008.59
Creation costs	97,323.00	50,000.00	47,323.00	0.00	0.00
Developer advances	56,411.00	28,472.71	25,500.00	0.00	2,438.29
Bond discount	35,100.00	35,100.00	0.00	0.00	0.00
Market study	5,460.00	5,460.00	0.00	0.00	0.00
Bond Application Report Cost	66,000.00	66,000.00	0.00	0.00	0.00
Bond issuance costs	40,498.00	32,372.58	0.00	0.00	8,125.42
BAN issuance costs	13,958.00	0.00	13,958.00	0.00	0.00
Attorney General fee	1,170.00	1,170.00	0.00	0.00	0.00
TCEQ Bond Issuance Fee	2,925.00	2,925.00	0.00	0.00	0.00
TOTAL NON-CONSTRUCTION COSTS	\$601,115.00	\$424,931.26	\$111,781.00	\$0.00	\$64,402.74
TOTAL BOND ISSUE REQUIREMENT	\$1,170,000.00	\$595,596.66	\$510,000.00	\$0.00	\$64,403.34
Interest Earned					\$419.11
Total Surplus & Interest					\$64,822.45
Total Remaining Funds					\$64,822.45

Cost Comparison - \$2,385,000 - Series 2024 Road

WALLER COUNTY MUD 35

	USE OF PROCEEDS	ACTUAL COSTS	REMAINING COSTS	VARIANCE (OVER)/UNDER
CONSTRUCTION COSTS				
Developer Items				
Sunterra, Section 50	\$405,264.00	\$405,868.34	\$0.00	(\$604.34)
Sunterra, Section 53	1,119,741.00	1,119,740.71	0.00	0.29
Engineering and materials testing	97,533.00	97,532.75	0.00	0.25
Land cost for right of way	304,635.00	299,588.83	0.00	5,046.17
Subtotal Developer Items	\$1,927,173.00	\$1,922,730.63	\$0.00	\$4,442.37
TOTAL CONSTRUCTION COSTS	\$1,927,173.00	\$1,922,730.63	\$0.00	\$4,442.37
NON-CONSTRUCTION COSTS				
Legal Fees	\$69,625.00	\$69,625.00	\$0.00	\$0.00
Fiscal Agent Fees	47,700.00	47,700.00	0.00	0.00
Developer Interest	103,160.00	80,253.36	0.00	22,906.64
Capitalized interest	113,288.00	108,037.50	0.00	5,250.50
Bond Discount	71,550.00	71,550.00	0.00	0.00
Bond Issuance Expenses	29,619.00	33,616.33	0.00	(3,997.33)
Bond Application Report Cost	20,500.00	15,175.00	5,325.00	0.00
Attorney General Fee	2,385.00	2,385.00	0.00	0.00
TOTAL NON-CONSTRUCTION COSTS	\$457,827.00	\$428,342.19	\$5,325.00	\$24,159.81
TOTAL BOND ISSUE REQUIREMENT	\$2,385,000.00	\$2,351,072.82	\$5,325.00	\$28,602.18
Interest Earned				\$1,899.89
Total Surplus & Interest				\$30,502.07
Total Remaining Funds				\$35,827.07

Amended Budget

Waller County MUD No. 35 - Fiscal Year Ending May 31, 2025

	Adopted 2025 Budget	Amended 2025 Budget	Delta
Revenues			
14101 • Water- Customer Service Revenue	\$241,000	500,000	\$259,000
14106 • Transfer Fees	8,700	8,700	0
14201 • Wastewater-Customer Service Rev	137,000	300,000	163,000
14301 • Maintenance Tax Collections	250,000	678,526	428,526
14501 • Tap Connections	398,500	398,500	0
14502 • Inspection Fees	68,600	68,600	0
14702 • Penalties & Interest	16,700	16,700	0
14801 • Interest Earned on Checking	300	300	0
14802 • Interest Earned on Temp. Invest	8,600	8,600	0
14902 • Sunterra POA Contribution	60,000	60,000	0
Total Revenues	\$1,189,400	\$2,039,926	\$850,526
Expenditures			
16102 • Operations - Water	\$30,000	\$30,000	\$0
16104 • Purchase Water / JWP	177,000	300,000	123,000
16105 • Maintenance & Repairs - Water	74,000	120,000	46,000
16108 • Laboratory Expense - Water	300	300	0
16113 • Transfer Expense	15,000	15,000	0
16117 • TCEQ Regulatory Expense - Water	900	900	0
16202 • Operations - Wastewater	3,500	3,500	0
16203 • Wastewater Inspection Expense	9,600	9,600	0
16204 • Purchase Wastewater Service	160,500	300,000	139,500
16205 • Maint & Repairs - Wastewater	0	280,000	280,000
16217 • TCEQ Regulatory Exp-Wastewater	900	900	0
16301 • Garbage Expense	40,300	94,500	54,200
16401 • SWQ Management	49,000	49,000	0
16403 • Detention Pond Maintenance	86,000	86,000	0
16501 • Tap Connection Expense	157,000	157,000	0
16502 • Inspection Expense	42,000	42,000	0
16703 • Legal Fees	100,000	100,000	0
16705 • Auditing Fees	16,000	16,000	0
16706 • Engineering Fees	35,000	35,000	0
16709 • Election Expense	0	0	0
16711 • Insurance & Surety Bond	3,200	3,200	0
16712 • Bookkeeping Fees	45,000	45,000	0
16713 • Publication Expense (SB622)	500	500	0
16714 • Printing & Office Supplies	7,500	7,500	0
16715 • Filing Fees	1,000	1,000	0
16716 • Delivery Expense	2,700	2,700	0
16717 • Postage	2,100	2,100	0
16718 • Meeting Expense	6,000	6,000	0
16722 • Bank Service Charge	120	120	0
16723 • Travel Expense	1,500	1,500	0
16728 • Record Storage Fees	120	120	0
16801 • Security Expense	60,000	60,000	0
17101 • Payroll Expenses	13,300	13,300	0
17102 • Payroll Administration	600	600	0
17103 • Payroll Tax Expense	1,000	1,000	0
17701 • Bond Issuance Expense	0	0	0
17802 • Miscellaneous Expense	5,100	5,100	0
17805 • Contract Tax Payment	0	0	0
Total Expenditures	\$1,146,740	\$1,789,440	\$642,700
Other Revenues			
15902 • Transfer from Capital Projects		\$2,527	\$2,527
Total Other Revenues	\$0	\$2,527	\$2,527
Net Excess Revenues <Expenditures>	\$42,660	\$253,013	\$210,353

Those appendix items required by Texas Water Code Section 49.057(b) are filed in the District's official records and are available upon request. Any person wishing to obtain a copy of such documents may submit a request under the Texas Public Information Act to the following address: Waller County MUD No. 35 c/o Schwartz, Page & Harding, L.L.P., 1300 Post Oak Blvd., Suite 2400, Houston, TX 77056, (713) 623-4531.

Exhibit I

RESOLUTION REGARDING REVIEW OF
ORDER ESTABLISHING POLICY FOR INVESTMENT
OF DISTRICT FUNDS AND APPOINTING INVESTMENT OFFICER

WHEREAS, Waller County Municipal Utility District No. 35 ("District"), adopted its Order Establishing Policy For Investment of District Funds and Appointing Investment Officer, dated October 9, 2023 ("Order"), pursuant to Chapter 2256, Texas Government Code, and Section 49.199, Texas Water Code; and

WHEREAS, Chapter 2256, Texas Government Code, requires the District to perform an annual review of its investment policy and investment strategies included within the Order; and

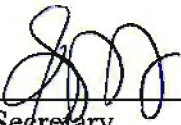
WHEREAS, the District has, on the date hereof, performed said review.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of Waller County Municipal Utility District No. 35, that the policies, procedures, provisions and investment strategies set forth in the Order are hereby affirmed and the Order shall remain in effect until amended by further Order of the District.

PASSED AND ADOPTED ON THIS 14th day of October, 2024.

ATTEST:

WALLER COUNTY MUNICIPAL
UTILITY DISTRICT NO. 35

By: _____
Secretary
Board of Directors

By: _____
President
Board of Directors



Exhibit J



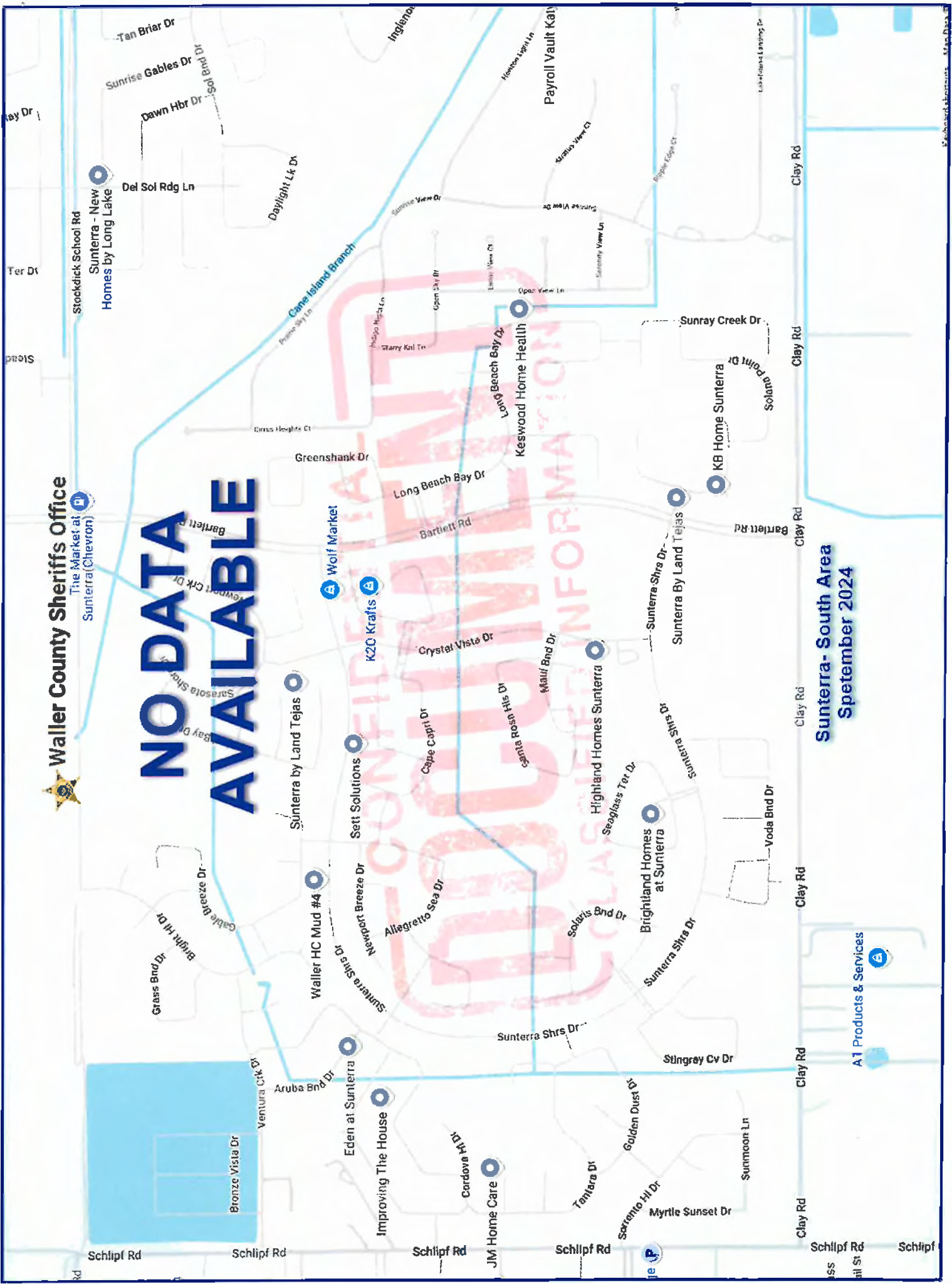
To: BOD – Harris-Waller Counties MUD 5 /
Waller County MUD 37 / Harris County MUD 569 / Waller County MUD 35

September 2024

- The rate of reported theft **dropped** for the month of September, although alarm and suspicious persons / vehicle calls have increased.
- There have been **no juvenile disturbances** related to the residential complaints since the addition of visible patrol and CRU assignment.
- Time of offenses has continued to occur during the late afternoon, evening and nighttime hours during the during of the week. No appliance theft has been reported recently.
- Deputies are continuing to patrol the northern and eastern section more closely due to a request from builders complaining about increased material/ appliance theft.
- Additional patrol continues due to juvenile activity around the HOA clubhouse area. Property management has not reported any incursions since our increased involvement.

NO DATA AVAILABLE

Sunterra - South Area
Spetember 2024



GeoArea: 09/01/2024 - 09/30/2024



Waller County Sheriff's Office

Incidents

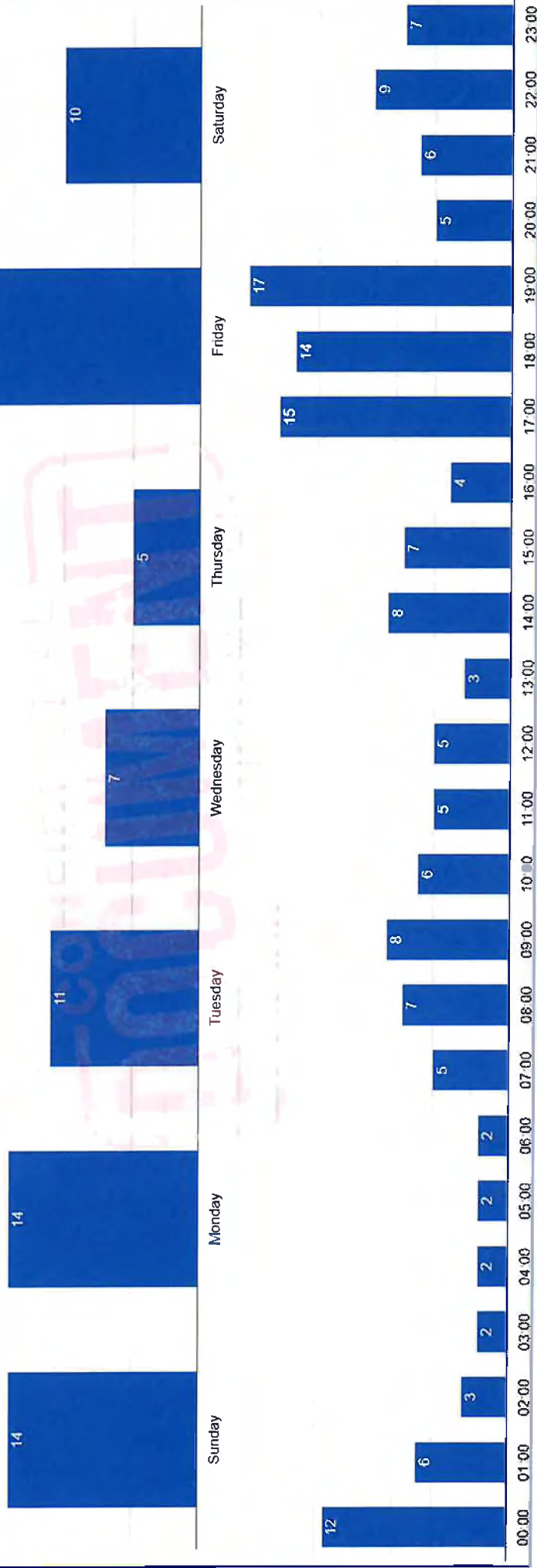
75

SUNTERRA SUBDIVISION
Incidents: 73

Number of CFSs



All Offenses: 09/01/2024 - 09/30/2024



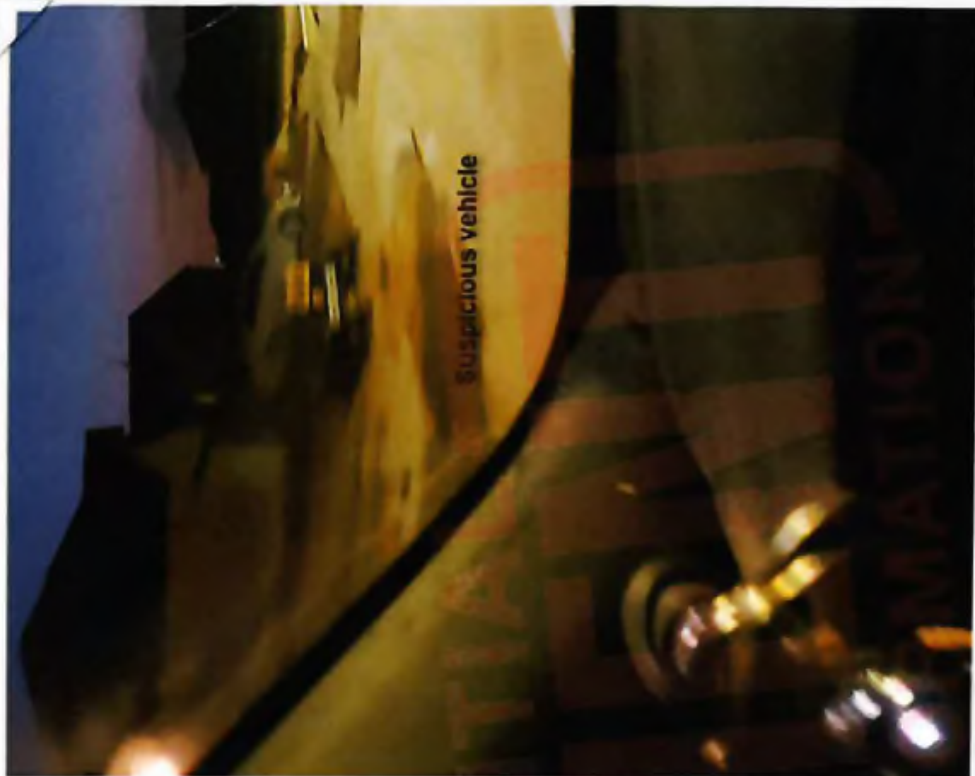
Commercial stop performed



House fire



Suspicious vehicle



Suspicious vehicle



Suspicious Person



