

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35

Minutes of the Meeting of Board of Directors May 12, 2025

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 May 12, 2025, 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 Walker, thus constituting a quorum.

Also present were: Blair Bozoarth of Quiddity Engineering, LLC ("Quiddity"); Jennifer Abad of Municipal Accounts & Consulting, L.P. ("MA&C"); Dana Hollingsworth of Municipal District Services, LLC ("MDS"); Mitchell Neupert of Robert W. Baird & Co., Inc. ("Baird"); Patty Rodriguez of BLICO, Inc., dba Bob Leared Interests ("BLICO"); Tiffany Wilkes of Kudela & Weinheimer ("K&W"); Melissa Vasquez 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 April 14, 2025. After discussion, it was moved by Director Feiler, seconded by Director Battistini, and unanimously carried, that said minutes be approved, as written.

ENGAGEMENT OF AUDITOR – AUDIT REPORT FOR FISCAL YEAR ENDING MAY 31, 2025

The Board considered the engagement of an auditor to prepare the District's audit report for the fiscal year ending May 31, 2025. Ms. Vasquez made a presentation to the Board and advised that Forvis' fees for the preparation of said audit report would be \$16,400, plus an administrative fee of \$1,100 to cover items such as report production, copies, postage, and other

delivery charges, supplies, and other technology-related costs. A copy of Forvis' engagement letter is attached hereto as **Exhibit A**. Following discussion, Director Feiler moved that (i) Forvis be engaged to conduct an audit of the District's financial statements and prepare the District's audit report for the fiscal year ended May 31, 2025, in accordance with the terms of the engagement letter presented, (ii) the District accept Forvis' Texas Ethics Commission ("TEC") Form 1295 relative to the engagement, and (iii) SPH be authorized to acknowledge the District's receipt of same with the TEC. Director Battistini seconded said motion, which unanimously carried.

PROPOSED ISSUANCE OF UNLIMITED TAX ROAD BONDS, SERIES 2025 ("SERIES 2025 ROAD BONDS")

The Board considered the proposed issuance of the District's Series 2025 Road Bonds. In connection therewith, Ms. Cole advised that a pre-audit will need to be completed for the Series 2025 Road Bond issuance. In that regard, Ms. Vasquez presented to and reviewed with the Board an engagement letter on behalf of Forvis for preparation of same, a copy of which engagement letter is attached hereto as **Exhibit B**. After discussion, Director Feiler moved that the Board engage Forvis to complete the pre-audit for the Series 2025 Road Bonds, and accept Forvis' TEC Form 1295 in connection therewith. Director Battistini seconded said motion, which unanimously carried.

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 April 30, 2025, including the disbursements presented therein for payment from the District's tax account, a copy of which TAC Report is attached hereto as **Exhibit C**. After discussion, on motion made by Director Feiler, seconded by Director Battistini and unanimously carried, the Board approved the TAC Report and authorized the payments listed therein.

OPERATOR'S REPORT

Ms. Hollingsworth presented to and reviewed with the Board the Operations Report dated May 12, 2025, a copy of which is attached hereto as **Exhibit D**. The Board considered the approval of a Consumer Confidence Report ("CCR") and authorizing the distribution of same to customers of the District. After discussion on the matter, Director Feiler moved that (i) the CCR be approved by the Board, subject to the final review and approval of same by SPH, and (ii) MDS be authorized to distribute same to the District's consumers prior to the July 1, 2025, deadline. Director Battistini seconded said motion, which carried unanimously.

ENGINEERING REPORT

Mr. Bozoarth next presented to and reviewed with the Board an Engineering Report dated May 8, 2025, a copy of which report is attached hereto as **Exhibit E**, relative to the status of various engineering and construction projects within the District. Upon review, Director Feiler moved that the Engineering Report and all actions noted therein be approved as recommended by Quiddity, including acceptance and approval of (a) Quitclaim Conveyance of Utility Facilities (Water,

Sanitary and Drainage Facilities to serve Sunterra Sections 47, 70, 74, and 75), (b) a materials testing proposal provided by Geotech Engineering & Testing in connection with Sunterra Section 49, and (c) the Summary of Costs associated with the 2025 Road Bonds. Director Battistini seconded the motion, which unanimously carried.

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 April 14, 2025 through May 5, 2025, a copy of which is attached hereto as **Exhibit F**.

LANDSCAPE ARCHITECTURE REPORT(S)

Ms. Wilkes presented to and reviewed with the Board a monthly report prepared by K&W regarding the status of various recreational projects, a copy of which report is attached hereto as **Exhibit G**. Following discussion, Director Feiler moved that K&W's report and all actions noted therein be approved as recommended by K&W, including acceptance and approval of a Special Warranty Deed conveying certain recreational sites located within the District. Director Battistini seconded the motion, which unanimously carried.

The Board next considered approval of a revised exhibit to the Maintenance Agreement between the District and Sunterra Property Owners Association, Inc., a copy of which is attached hereto as **Exhibit H**. Following discussion, Director Feiler moved that the Board approve the revised exhibit and authorize the President to execute same on behalf of the Board and the District. Director Battistini seconded the motion, which unanimously carried.

BOOKKEEPER'S REPORT

Ms. Abad presented to and reviewed with the Board the Bookkeeper's Report, dated May 12, 2025, attached hereto as **Exhibit I**, including the disbursements presented for payment, as prepared by MA&C. After discussion, it was moved by Director Feiler 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.

OPERATING BUDGET

Ms. Abad then presented to and reviewed with the Board a proposed operating budget for the District's fiscal year ending May 31, 2026, as prepared by MA&C, a copy of which is included in **Exhibit I**. After discussion, it was moved by Director Feiler that the operating budget for the District's fiscal year ending May 31, 2026, be adopted, as presented. Director Battistini seconded said motion, which unanimously carried.

UNCLAIMED PROPERTY REPORT

The Board considered approval of Unclaimed Property Reports as of March 1, 2025, and the filing of same with the Texas Comptroller of Public Accounts (the "Comptroller") prior to July 1, 2025. In connection therewith, Ms. Abad noted that the District has no unclaimed operating funds. Ms. Rodriguez then reported that the District has no unclaimed tax funds for the applicable reporting period, and noted that BLICO will submit its Unclaimed Property Report reflecting same. After discussion, Director Feiler moved that MA&C and BLICO be authorized to file said Reports with the Comptroller prior to July 1, 2025. Director Battistini seconded said motion, which unanimously carried.

DEVELOPER'S REPORT

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

SECURITY PATROL REPORTS

Ms. Cole presented to and reviewed with the Board a Security Patrol Report prepared by On-Site Services, LLC for the month of April 2025, 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 Feiler, seconded by Director Battistini, and unanimously carried, the meeting was adjourned.




Secretary

LIST OF ATTACHMENTS

- EXHIBIT A Engagement Letter (Audit Report) - Forvis
- EXHIBIT B Engagement Letter (Pre-Audit – Series 2025 Road Bonds) - Forvis
- EXHIBIT C Tax Assessor-Collector's Report
- EXHIBIT D Operations Report
- EXHIBIT E Engineering Report
- EXHIBIT F Report provided by Silt Solutions, Inc.
- EXHIBIT G Landscape Architect Report (Kudela & Weinheimer)
- EXHIBIT H Revised Exhibit to the Maintenance Agreement between the District and Sunterra Property Owners Association, Inc.
- EXHIBIT I Bookkeeper's Report
- EXHIBIT J Security Patrol Report

Exhibit A

Forvis Mazars, LLP
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Houston, TX 77056
P 713.499.4600
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forvismazars.us



May 12, 2025

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
- Audit Services for the year ended May 31, 2025

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 the Board of Directors (Board) is designated to be responsible and accountable for overseeing the performance of nonattest services, and you have determined the Board is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be \$16,400, plus an administrative fee of \$1,100 to cover items such as report production, copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items. In addition, fees for the review of a preliminary official statement, official statement, and the agreement to the reproduction of our audit opinion in the official statement for any new bond sales during the period will be in the range of \$2,500 to \$3,000.

The fees for our services in assisting with the accounting for capital asset construction activity and preparation of depreciation schedules will be invoiced on an hourly basis. We will communicate with you if anticipated fees exceed \$3,000.

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.

Assistance with New Standards

Assistance and additional time as a result of the adoption of new standards, if any, are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

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 _____

Scope of Services – Audit Services

We will audit the basic financial statements and related disclosures for the following entity with the objective of expressing an opinion on the financial statements:

Waller County Municipal Utility District No. 35 as of and for the year ended May 31, 2025.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

This audit will encompass all funds of Waller County Municipal Utility District No. 35.

We will also provide you with the following nonattest services:

- Preparing depreciation schedules based on your assignment of depreciable lives and methods
- Preparing a draft of the financial statements and related notes

Brian Krueger is responsible for supervising the engagement team and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit, addressed to the following parties:

Entity Name	Party Name
Waller County Municipal Utility District No. 35	Board of Directors

You have also requested and authorized us to submit the final audit report, as directed and approved by you, to the TCEQ. You acknowledge that the submission of any materials remains your responsibility and that we are providing this information to TCEQ as a convenience to you.

Municipal utility districts, by their nature, depend on services from consultants, attorneys, and others to carry out the administration of the district and require sharing of information among these service providers along with specific regulatory or other parties. You authorize us and our representatives to provide documents, reports, and information to the distribution list provided by the Board or the District's representatives, which may include attorneys, engineers, bookkeepers, developers, tax collectors, operators, agents, and other consultants, along with auditors of other districts that share operations or facilities with the district.

The following apply for the audit services described above:

**Our
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Limitations and Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:

- Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met, that management and financial information is reliable and properly reported and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for

obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Preserving
Future
Independence**

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.

**Registration
Statements**

We are required to read any document, including any exempt offering or refunding statement, which contains or incorporates by reference our audit reports, or contains any reference to us.

Should you wish to include or incorporate by reference our report on these financial statements into an offering document related to securities exempt from registration under the Securities Act of 1933, prior to our agreement to include or incorporate by reference our reports thereon, we will be required to perform procedures as required by the standards of the American Institute of Certified Public Accountants, including, but not limited to, reading other information incorporated by reference in the offering document, and performing subsequent event procedures.

Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements).

Notice Required

As indicated in the Terms and Conditions Addendum, any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information. However, no notice is required for filings with the Texas Commission on Environmental Quality (TCEQ), with required information repositories, the Texas Attorney General's Office, and cities, as required by statute or regulation.

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, Texas 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 2276, 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 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, as amended.

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

Certificate Number:
2025-1305339

Date Filed:
05/06/2025

Date Acknowledged:
05/19/2025

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

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

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.

05122025-Audit
Audit of the District's financial statements for the fiscal year ended May 31, 2025

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

Certificate Number:
2025-1305339

Date Filed:
05/06/2025

Date Acknowledged:

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Forvis Mazars, LLP
Houston, TX United States

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

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.

05122025-Audit
Audit of the District's financial statements for the fiscal year ended May 31, 2025

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 12th day of MAY, 2025.
(month) (year)

Brian K. Krueger

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit B

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



May 12, 2025

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 2025 Road Bonds

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 _____

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-Up 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 2025 Road Bonds. 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 recalculate the computations of interest requested by the developers, on a test basis, and determine that they are in compliance with rules of the Commission. The interest rate to be utilized is from the District's Series 2025 Road Bonds.
- We will compare the costs submitted by the developer to the cost summary approved by the District.
- 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.
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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:
2025-1306087

Date Filed:
05/07/2025

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:
05/19/2025

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.

05122025-AUP
Agreed-upon procedures relative to the District's Series 2025 Road Bonds

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

Certificate Number:
2025-1306087

Date Filed:
05/07/2025

Date Acknowledged:

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

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

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.

05122025-AUP
Agreed-upon procedures relative to the District's Series 2025 Road Bonds

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 12th day of MAY, 2025.
(month) (year)

Brian K. Krueger

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit C

TAX COLLECTOR'S OATH

Waller Co M.U.D. #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

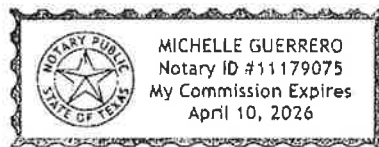
BRENDA MCLAUGHLIN

SWORN TO AND SUBSCRIBED BEFORE ME, this 8th day of May, 2025.

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

4/30/2025

Taxes Receivable: 8/31/2024	\$	2,032.16	
Reserve for Uncollectables	(	.00)	
Adjustments		<u>90,460.03</u>	\$ <u>92,492.19</u>
Original 2024 Tax Levy	\$	1,573,575.83	
Adjustments	(	<u>6,851.93</u>)	<u>1,566,723.90</u>
Total Taxes Receivable			\$ 1,659,216.09
Prior Years Taxes Collected	\$	91,357.89	
2024 Taxes Collected (97.4%)		<u>1,526,023.10</u>	<u>1,617,380.99</u>
Taxes Receivable at: 4/30/2025			\$ <u>41,835.10</u>

2024 Receivables:

Maintenance	17,908.36
Contract	15,194.96
Road Debt	7,597.48

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 4/2025	Fiscal to Date 6/01/2024 - 4/30/2025
Beginning Cash Balance	\$ 58,502.76	9,633.00
Receipts:		
Current & Prior Years Taxes	89,871.13	1,619,272.14
Penalty & Interest	96.53	3,392.67
Additional Collection Penalty		231.57
Tax Certificates		630.00
Overpayments		2,346.58
Erroneous Payment		22.50
Refund - due to adjustments		3,903.07
TOTAL RECEIPTS	\$ 89,967.66	1,629,798.53
Disbursements:		
Atty's Fees, Delq. collection		5.31
CAD Quarterly Assessment		13,658.00
CAD Cost, Estimate of value		1,500.00
Publications, Legal Notice		854.90
Refund - due to adjustments	45.55	3,005.21
Refund - due to overpayments		2,346.58
Refund - erroneous payments		22.50
Tax A/C Bond Premium		50.00
Transfer to General Fund	10,371.81	675,027.06
Tax Assessor/Collector Fee	653.00	6,112.00
Transfer to Contract Fund	8,800.31	572,750.64
Transfer to Road Debt Fund	10,000.00	240,000.00
Postage/Deliveries	97.06	1,193.05
Supplies	78.48	286.68
Tax Certificates		630.00
Audit Preparation		250.00
Additional Services - BLI		360.00
Records Maintenance	30.00	120.00
Copies		1,053.99
Envelopes - Original Stmts		138.30
Duplicate Statements		1.50
Mileage Expense	7.00	80.95
Envelopes - Feb Delinq Stmts		11.40
Envelopes - May Del Stmts		2.10
Check Cost		24.15
Tax Rate Calculation		375.00
Positive Pay	25.00	275.00
SB2 Webpage		605.00
Tax Code 26.16 & 26.17		330.00
TOTAL DISBURSEMENTS	(\$ 30,108.21)	(1,521,069.32)
CASH BALANCE AT: 4/30/2025	\$ 118,362.21	118,362.21

WALLER COUNTY M.U.D. #35

Disbursements for month of May, 2025

Check #	Payee		Description	Amount
	W/T Contract Fund	5/12/25	Transfer to Contract Fund	\$ 27,595.36
	W/T General Fund	5/12/25	Transfer to General Fund	62,097.60
1061	WCAD		CAD Cost, Estimate of value	1,500.00
1062	Bob Leared		Tax Assessor/Collector Fee	1,327.97
TOTAL DISBURSEMENTS				\$ 92,520.93
Remaining Cash Balance				\$ 25,841.28
Stellar Bank				

WALLER COUNTY M.U.D. #35

HISTORICAL COLLECTIONS DATA

Year	Collections Month Of 4/2025	Adjustments To Collections 4/2025	Total Tax Collections at 4/30/2025	Total Taxes Receivable at 4/30/2025	Collection Percentage
2024	954.48		1,526,023.10	40,700.80	97.402
2023	45,908.47		595,541.32	1,134.30	99.810
2022	43,008.18		268,302.29		100.000
(Percentage of collections same period last year				99.289	)

WALLER COUNTY M.U.D. #35

HISTORICAL TAX DATA

Year	Taxable Value	SR/CR	Tax Rate	Adjustments	Reserve for Uncollectibles	Adjusted Levy
2024	104,448,243	10 / 10	1.500000	6,851.93-		1,566,723.90
2023	36,717,809	23 / 23	1.500000	41,064.55		596,675.62
2022	12,010,068	03 / 03	1.500000	85,710.03		265,861.05

WALLER COUNTY M.U.D. #35

TAX RATE COMPONENTS

Year	Rate	Levy	Maintenance Rate	Levy	Contract Rate	Levy	Road Debt Rate	Levy
2024		.00	.660000	689,358.52	.560000	584,910.20	.280000	292,455.18
2023		.00	.610000	242,648.11	.890000	354,027.51		.00
2022		.00	1.500000	268,302.29		.00		.00

WALLER COUNTY M.U.D. #35

Notes:

2022	Agriculture Deferment	246,159.43
2023	Agriculture Deferment	253,117.43
2024	Agriculture Deferment	13,784.55
	Total --->	513,061.41

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	3/13/2025	50.00
3/31/25-3/31/26		

Adjustment Summary:	2024	
10/2024	/ CORR 004	2,982.79-
11/2024	/ CORR 005	690.74-
12/2024	/ CORR 006	1,388.90-
1/2025	/ CORR 007	1,034.42-
2/2025	/ CORR 008	648.72-
3/2025	/ CORR 009	31.43
4/2025	/ CORR 010	137.79-
TOTAL		6,851.93-

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

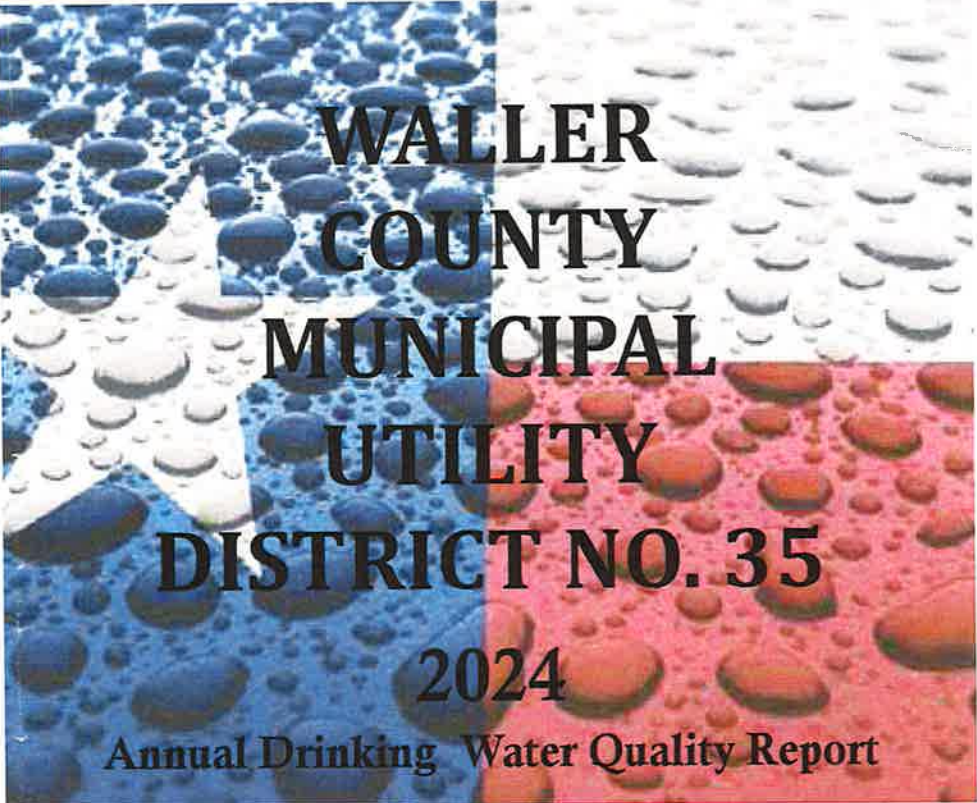
<u>Account no.</u>	<u>Tax</u> <u>Year</u>	<u>Last</u> <u>Payment</u> <u>Amount</u>	<u>Last</u> <u>Payment</u> <u>Date</u>	<u>Balance</u> <u>Due</u>
*Total	Count 0			

Exhibit D

PRSRT STD
US POSTAGE
PAID
HOUSTON TX
PERMIT No 542

Waller County MUD No. 35
406 W. Grand Parkway S., Suite 260
Katy, Texas 77494

***** OR CURRENT RESIDENT *****



This annual Drinking Water Quality Report provides information on your District’s drinking water. The United States Environmental Protection Agency (EPA) requires that all drinking water suppliers in the country provide a water quality report to their customers annually.

En Espanol

Este reporte incluye informacion importante sobre el agua para tomar. Para asistencia en espanol, favor de llamar al telefono (281) 290-3107.

Public Participation Opportunities

The Board of Directors of the District meet at 12:00 PM on the second Monday of each month.

You may mail comments to:
Waller County Municipal Utility District No. 35
Attn: Board of Directors

406 W. Grand Parkway S, Suite 260, Katy, Texas 77494
Or Call: (281) 290-6500

PWSID: 2370145

Waller County Municipal Utility District No. 35

Contaminants may be found in drinking water that may cause taste, color, or odor problems. These types of problems are not necessarily causes for health concern. For more information on taste, odor, or color of drinking water, please contact the system's business office. The taste and odor constituents are called secondary constituents and are regulated by the State of Texas, not the EPA. Therefore, secondaries are not required to be reported in this document, but they may greatly affect the appearance and taste of your water.

Secondary Constituents



When drinking water meets federal standards there may not be any health based benefits to purchasing bottled water or point of use devices. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (1-800-426-4791). In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

All Drinking Water May Contain Contaminants

The sources of drinking water (both tap and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity. Contaminants that may be present in source water before treatment include: Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife. Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming. Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses. Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems. Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

Water Sources

Waller County Municipal Utility District No. 35



Our drinking water is obtained from groundwater sources, purchased from Harris-Waller Counties MUD 4, which receives water from Sunterra Water Plant, Lakehouse Water Plant and Freeman Ranch Water Plant. Our water comes from the Gulf Coast aquifer. TCEQ completed a Source Water Susceptibility for all drinking water systems that own their sources. This report describes the susceptibility and types of constituents that may come into contact with the drinking water source based on human activities and natural conditions. The system from which we purchase our water received the assessment report. For more information on source water assessments and protection efforts at our system, please contact us.

Where Do We Get Our Water?

SPECIAL NOTICE
You may be more vulnerable than the general population to certain microbial contaminants, such as Cryptosporidium, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer, those who have undergone organ transplants, those who are undergoing treatment with steroids, and people with HIV/AIDS or other immune system disorders can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care providers. Additional guidelines on appropriate means to lessen the risk of infection by Cryptosporidium are available from the Safe Drinking Water Hotline at (800) 426-4791.

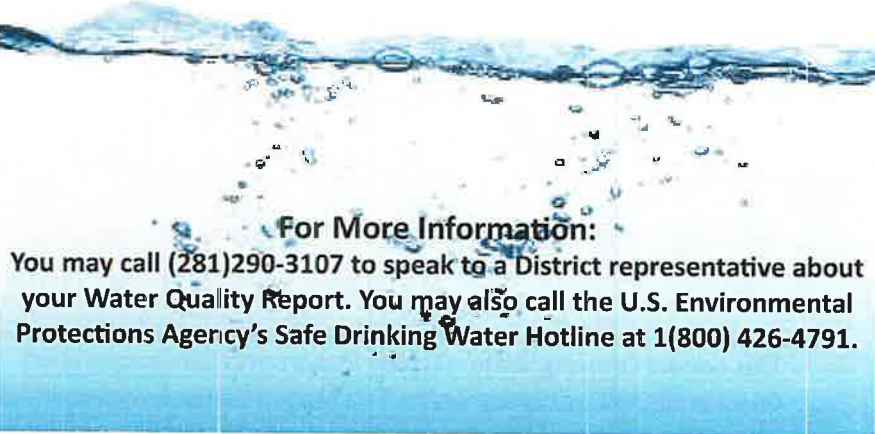
Our Drinking Water Meets All Federal (EPA) Drinking Water Requirements
This report is a summary of the quality of the water we provide our customers. The analysis was made by using the data from the most recent U.S. Environmental Protection Agency (EPA) required tests and is presented in the following pages. We hope this information helps you become more knowledgeable about what's in your drinking water.

Waller County Municipal Utility District No. 35 Drinking Water Quality Report Results

PWSID: 2370145

About the Tables

The following tables list all of the federally regulated or monitored contaminants which have been found in your drinking water. The U.S. EPA requires water systems to test for up to 97 contaminants. All contaminants detected in your water are below state and federal allowed levels. The State of Texas allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently.



Drinking Water Definitions and Units Description

NA: Not Applicable
ND: Not Detected
NR: Not Reported
pCi/L: picocuries per liter (a measure of radioactivity)
ppm: parts per million, or milligrams per liter (mg/L)
ppb: parts per billion, or micrograms per liter (ug/L)
MNR: Monitoring not required, but recommended
MCL: Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to maximum contaminant level goals as feasible using the best available treatment technology.
MCLG: Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected health risk. MCLGs allow for a margin of safety.
MRDL: Maximum Residual Disinfection Level: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
MRDLG: Maximum Residual Disinfection Level Goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
AL: Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.
NTU: Nephelometric Turbidity Units (a measure of turbidity)
Level 1 Assessment: A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
Level 2 Assessment: A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an Escherichia coli (E. coli) maximum contaminant level (MCL) violation has occurred and/or why total coliform bacteria were found on multiple occasions.



DISINFECTION RESIDUAL LEVELS

YEAR	Contaminant (Unit of Measure)	Highest Average Level Detected	Range of detected levels	Violation	MRDL	MRDLG	Source of Contaminant
2024	Free Chlorine (ppm)	1.54	0.81 - 2.05	No	4	4	Water additive used to control microbes

DISINFECTION BY-PRODUCT RESULTS

YEAR	Contaminant (Unit of Measure)	Highest Average Level Detected	Range of detected levels	Violation	MCL	Source of Contaminant
2024	Total Haloacetic Acids (ppb)	1.0	1.0 - 1.0	No	60	Byproduct of drinking water disinfection
2024	Total Trihalomethanes (ppb)	17.0	17.0 - 17.0	No	80	Byproduct of drinking water disinfection

Waller County Municipal Utility District No. 35 Drinking Water Quality Report Results

REGULATED INORGANIC CONTAMINANTS

PWSID: 2370145

YEAR	Contaminant (Unit of Measure)	Highest Level Detected	Range of Detected Levels	Violation	MCL	MCLG	Source of Contaminant
2022-2024	Barium (ppm)	0.238	0.200 - 0.238	No	2	2	Erosion of natural deposits
2022-2024	Fluoride (ppm)	0.19	ND.11 - 0.19	No	4	4	Erosion of natural deposits
2024	Nitrate (ppm)	0.40	ND - 0.40	No	10	10	Erosion of natural deposits
2022-2024	Cyanide (ppb)	10	ND - 10	No	200	200	Erosion of natural deposits
2022-2024	Selenium (ppb)	6.8	ND - 6.8	No	50	0	Erosion of natural deposits
2022	Alpha Emitters (pCi/L)	7.0	4.1 - 7.0	No	15	0	Erosion of natural deposits
2022	Combined Radium (pCi/L)	1.12	ND - 1.12	No	5	0	Erosion of natural deposits
2022	Uranium (pCi/L)	3.0	ND - 3.0	No	30	0	Erosion of natural deposits

LEAD AND COPPER

YEAR	Contaminant (Unit of Measure)	90th Percentile	No. of Sites Exceeding Action Level	Violation	Action Level	Source of Contaminant
2024	Lead (ppb)	2.0	0	No	15	Corrosion of household plumbing
2024	Copper (ppm)	0.0439	0	No	1.3	Corrosion of household plumbing

Required Additional Health Information for Lead

Lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The district is responsible for providing high quality drinking water and removing lead pipes, but cannot control the variety of materials used in plumbing components in your home. You share the responsibility for protecting yourself and your family from the lead in your home plumbing. You can take responsibility by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Before drinking tap water, flush your pipes for several minutes by running your tap, taking a shower, doing laundry or a load of dishes. You can also use a filter certified by an American National Standards Institute accredited certifier to reduce lead in drinking water. If you are concerned about lead in your water and wish to have your water tested, contact the district at 281-290-3107. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at <http://www.epa.gov/safewater/lead>.

Lead Service Line Inventory Statement

As part of the U.S. Environmental Protection Agency's (EPA) revised Lead and Copper Rule, Waller County MUD 35 has completed a full inventory of service lines within our water distribution system, including both the public (utility-owned) and private (customer-owned) portions of each service connection. Based on a thorough review of historical records, customer outreach, and material verification, no lead or galvanized service lines requiring replacement were identified on either the public or private side of our system, nor any unknown service lines were identified. All service lines are confirmed to be made of non-lead materials such as copper, plastic, or other EPA-approved materials. Although no lead service lines were found, we remain proactive in maintaining accurate records and ensuring ongoing compliance with all regulatory requirements. If you have questions about your service line material, would like to view our inventory, or are interested in voluntary water testing, please contact us at lcmm@mdswater.com or by phone at 281-290-3170.

REGULATED ORGANIC CONTAMINANTS

YEAR	Contaminant (Unit of Measure)	Highest Level Detected	Range of Detected Levels	Violation	MCL	MCLG	Source of Contaminant
2024	Xylenes (ppb)	ND	ND - 0.0007	No	10	10	Discharge from chemical factories

Waller County MUD #35

OPERATIONS REPORT

May 12, 2025

submitted by



I. Billing and Collections

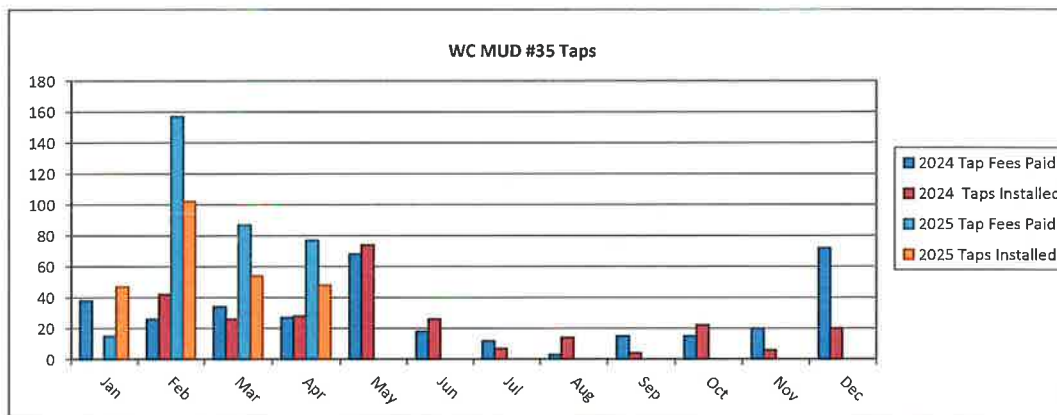
Connections		3/25/2025	Billed Usage	
Residential:		435	Residential:	2.986
Builder:		239	Builder:	0.214
Commercial:		2	Commercial:	0.003
Irrigation:		10	Irrigation:	0.762
Temporary:		6	Temporary:	0.074
Rec Center:		0	Rec Center:	0
Vacant:		12	Vacant:	0
Total Connections:		704	Final Accounts:	0.055
			Total Billed Usage:	4.094

Collections as of		4/2/2025	Billing as of		3/25/2025
Penalty:		\$1,744.36	Penalty:		\$2,204.60
Water:		\$34,767.32	Water:		\$42,188.60
Sewer:		\$24,766.19	Sewer:		\$30,252.70
Deposit:		\$23,281.72	Deposit:		\$2,600.00
Inspection:		\$0.00	Backflow Annual Fee:		\$0.00
Back Charge:		\$6,458.57	Back Charge:		\$600.60
Delinquent Letter Fee		\$102.00	Inspection:		\$595.00
Inspection:		\$796.65	Rental Meter Fee:		\$960.00
Rental Meter Fee:		\$30.00	Transfer Fee:		\$400.00
Returned Pmt Fee:		\$60.00	Arrears:		\$29,617.31
Reconnect Fee:		\$55.00	Credits:		(\$1,435.34)
Transfer Fee:		\$584.22	Net Receivable:		\$107,983.47
Deposits Applied:		\$7,650.00			
Total Collections:		\$100,408.03			

Customer Aged Receivables	
30 Day:	\$15,672.35
60 Day:	\$9,423.95
90 Day:	\$8,139.75
Overpayments:	(\$1,414.14)
Total Receivables:	\$31,821.91

II. Tap Activity

• Taps fees paid in the month of April:	77
• Total tap fees paid to date:	912
• Taps installed in the month of April:	48
• Total taps installed to date:	738



III. Repairs and Maintenance over \$1000

- Restored site following service line leak repairs at 3001 Emerald Ocean Dr.
- Installed commercial taps and meters in District.

IV. Action Items

- Review and approve draft of the 2024 Consumer Confidence Report and authorize mailing to customers by July 1, 2025.
- Authorize service termination of delinquent accounts.

Sunterra as of 5/6/2025
Count of tap fees paid

Builder	HC569 Total	HWC4 Total	HWC5 Total	WC35 Total	WC37 Total	Grand Total
ADAMS HOMES LONE STAR LLC			54			54
ANGLIA HOMES,LP	3		1		47	51
BEAZER HOMES C/O RADIUSPOINT DEPT 1	140					140
BRIGHTLAND HOMES	52		85	76	29	242
CASTLEROCK COMMUNITIES	5		42		70	117
CENTURY COMMUNITIES INC	20				1	21
COLINA HOMES			79		8	87
DAVIDSON HOMES LLC	1				95	96
DL MEACHAM CONSTRUCTION			1			1
DR HORTON	196		26	239	129	590
EHT OF TEXAS, LP			70			70
EVERGREEN LIFESTYLES MANAGEMENT/ SU			2		6	8
GBFR SUNTERRA LP	1					1
HIGHLAND HOMES			153			153
HISTORY MAKER HOMES	1		107		52	160
KA GREAT MINDS WEST LLC		1				1
KATY 1093 LTD			1			1
KB HOMES	1		1	97	139	238
LENNAR HOMES	592		112	386	106	1196
LGI HOMES GROUP LLC	1				40	41
LONG LAKE, LTD	54				79	133
MILLIS DEVELOPMENT & CONSTRUCTION	1					1
NEW HOME CO			36			36
NUWAY HOMES TEXAS LP	89		220	7	27	343
ONM LIVING			114			114
PERRY HOMES			75			75
PULTE HOMES, LP			301			301
ROYAL ISD				1		1
SHAHYAN KAROWADIYA		2				2
SHEA HOMES HOUSTON LLC			76			76
STARLIGHT HOMES-HOUSTON	61			32		93
SUNTERRA POA	15	3	33	22	13	86
TRICOAST HOMES	1			6	31	38
TRIPLE C LANDSCAPES			3			3
UNITED CONSTRUCTORS OF TEXAS				1		1
WESTIN HOMES	2		32	45	73	152
KATY INDEPENDENCE SCHOOL DISTRICT					1	1
ASHTON WOODS HOMES	51		45		126	222
CHESMAR HOMES	1		88		50	139
Grand Total	1288	6	1757	912	1122	5085

RSVP



YOU AND A GUEST
ARE INVITED TO:

**BRISCOE
WESTERN ART
MUSEUM**



JUNE 13TH | 8:00pm-12am

210 W. MARKET STREET, SAN
ANTONIO, TX

HOSTED BY:



Waller County MUD #35

CONFIDENTIAL REPORT

May 12, 2025

submitted by



DELINQUENT LETTER ACCOUNTS LISTING - DUE 5/12/2025

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)
020-00746-01	\$ 1,208.33	\$ 1,208.33	\$ 104.50	\$ 1,323.83	\$ 1,323.83	\$ 350.00	2 Renter	\$ (973.83)
020-00824-01	\$ 401.28	\$ 401.28	\$ 113.10	\$ 525.38	\$ 525.38	\$ 250.00	1 Owner	\$ (275.38)
020-00116-01	\$ 179.13	\$ 179.13	\$ 298.00	\$ 488.13	\$ 488.13	\$ 250.00	4 Owner	\$ (238.13)
020-00034-04	\$ 428.48	\$ 428.48	\$ 126.00	\$ 565.48	\$ 565.48	\$ 350.00	1 Renter	\$ (215.48)
020-00810-02	\$ 114.95	\$ 114.95	\$ 427.00	\$ 552.95	\$ 552.95	\$ 350.00	2 Renter	\$ (202.95)
020-00142-01	\$ 176.00	\$ 176.00	\$ 117.40	\$ 304.40	\$ 304.40	\$ 250.00	5 Owner	\$ (54.40)
020-00014-01	\$ 143.33	\$ 143.33	\$ 121.70	\$ 276.03	\$ 276.03	\$ 250.00	4 Owner	\$ (26.03)
020-00876-01	\$ 112.95	\$ 112.95	\$ 138.90	\$ 262.85	\$ 262.85	\$ 250.00	5 Owner	\$ (12.85)
020-00190-01	\$ 110.00	\$ 110.00	\$ 134.60	\$ 255.60	\$ 255.60	\$ 250.00	8 Owner	\$ (5.60)
020-00220-01	\$ 130.85	\$ 130.85	\$ 104.50	\$ 246.35	\$ 246.35	\$ 250.00	5 Owner	\$ 3.65
020-00286-01	\$ 124.90	\$ 124.90	\$ 104.50	\$ 240.40	\$ 240.40	\$ 250.00	2 Owner	\$ 9.60
020-00136-01	\$ 124.85	\$ 124.85	\$ 104.50	\$ 240.35	\$ 240.35	\$ 250.00	4 Owner	\$ 9.65
020-00110-02	\$ 114.95	\$ 114.95	\$ 113.10	\$ 239.05	\$ 239.05	\$ 250.00	3 Owner	\$ 10.95
020-01160-02	\$ 122.23	\$ 122.23	\$ 104.50	\$ 237.73	\$ 237.73	\$ 250.00	4 Owner	\$ 12.27
020-00224-01	\$ 121.70	\$ 121.70	\$ 104.50	\$ 237.20	\$ 237.20	\$ 250.00	3 Owner	\$ 12.80
020-00806-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	1 Owner	\$ 19.55
020-00310-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	3 Owner	\$ 19.55
020-01174-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	1 Owner	\$ 19.55
020-00030-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	3 Owner	\$ 19.55
020-00934-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	4 Owner	\$ 19.55
020-01186-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	2 Owner	\$ 19.55
020-00942-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	2 Owner	\$ 19.55
020-00884-01	\$ 114.89	\$ 114.89	\$ 104.50	\$ 230.39	\$ 230.39	\$ 250.00	6 Owner	\$ 19.61
020-00158-01	\$ 114.89	\$ 114.89	\$ 104.50	\$ 230.39	\$ 230.39	\$ 250.00	5 Owner	\$ 19.61
020-00208-01	\$ 106.95	\$ 106.95	\$ 104.50	\$ 222.45	\$ 222.45	\$ 250.00	7 Owner	\$ 27.55
020-00356-01	\$ 103.45	\$ 103.45	\$ 104.50	\$ 218.95	\$ 218.95	\$ 250.00	1 Owner	\$ 31.05
020-01106-01	\$ 103.45	\$ 103.45	\$ 104.50	\$ 218.95	\$ 218.95	\$ 250.00	2 Owner	\$ 31.05
020-00854-01	\$ 162.25	\$ 162.25	\$ 143.20	\$ 316.45	\$ 316.45	\$ 350.00	3 Renter	\$ 33.55
020-00044-01	\$ 91.70	\$ 91.70	\$ 104.50	\$ 207.20	\$ 207.20	\$ 250.00	5 Owner	\$ 42.80
020-01262-01	\$ 86.87	\$ 86.87	\$ 104.50	\$ 202.37	\$ 202.37	\$ 250.00	1 Owner	\$ 47.63
020-00836-02	\$ 129.14	\$ 129.14	\$ 143.20	\$ 283.34	\$ 283.34	\$ 350.00	1 Renter	\$ 66.66
020-00226-01	\$ 60.00	\$ 60.00	\$ 108.80	\$ 179.80	\$ 179.80	\$ 250.00	5 Owner	\$ 70.20
020-00430-01	\$ 60.00	\$ 60.00	\$ 104.50	\$ 175.50	\$ 175.50	\$ 250.00	7 Owner	\$ 74.50
020-00098-01	\$ 152.79	\$ 152.79	\$ 104.50	\$ 268.29	\$ 268.29	\$ 350.00	11 Renter	\$ 81.71
020-00682-02	\$ 150.51	\$ 150.51	\$ 104.50	\$ 266.01	\$ 266.01	\$ 350.00	2 Renter	\$ 83.99
020-00906-01	\$ 104.50	\$ 104.50	\$ 147.50	\$ 263.00	\$ 263.00	\$ 350.00	4 Renter	\$ 87.00
020-00662-01	\$ 41.12	\$ 41.12	\$ 104.50	\$ 156.62	\$ 156.62	\$ 250.00	5 Owner	\$ 93.38
020-00986-01	\$ 136.90	\$ 136.90	\$ 104.50	\$ 252.40	\$ 252.40	\$ 350.00	5 Renter	\$ 97.60
020-00858-02	\$ 128.21	\$ 128.21	\$ 104.50	\$ 243.71	\$ 243.71	\$ 350.00	6 Renter	\$ 106.29
020-00166-01	\$ 127.25	\$ 127.25	\$ 104.50	\$ 242.75	\$ 242.75	\$ 350.00	7 Renter	\$ 107.25
020-00246-01	\$ 125.40	\$ 125.40	\$ 104.50	\$ 240.90	\$ 240.90	\$ 350.00	8 Renter	\$ 109.10
020-00260-02	\$ 122.15	\$ 122.15	\$ 104.50	\$ 237.65	\$ 237.65	\$ 350.00	10 Renter	\$ 112.35
020-00164-02	\$ 115.85	\$ 115.85	\$ 104.50	\$ 231.35	\$ 231.35	\$ 350.00	5 Renter	\$ 118.65
020-00294-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 350.00	6 Renter	\$ 119.55
020-00066-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 350.00	5 Owner	\$ 119.55
020-00290-01	\$ 114.89	\$ 114.89	\$ 104.50	\$ 230.39	\$ 230.39	\$ 350.00	5 Renter	\$ 119.61
020-00844-02	\$ 102.85	\$ 102.85	\$ 104.50	\$ 218.35	\$ 218.35	\$ 350.00	2 Renter	\$ 131.65
020-00956-02	\$ 60.00	\$ 60.00	\$ 130.30	\$ 201.30	\$ 201.30	\$ 350.00	3 Renter	\$ 148.70
020-00950-01	\$ 60.00	\$ 60.00	\$ 104.50	\$ 175.50	\$ 175.50	\$ 350.00	3 Renter	\$ 174.50
020-01196-02	\$ 60.00	\$ 60.00	\$ 104.50	\$ 175.50	\$ 175.50	\$ 350.00	2 Renter	\$ 174.50
020-00952-01	\$ 48.89	\$ 48.89	\$ 104.50	\$ 164.39	\$ 164.39	\$ 350.00	5 Renter	\$ 185.61
	\$ 7,433.38	\$ 7,433.38	\$ 6,129.30	\$ 14,123.68	\$ 14,123.68	\$ 14,950.00		\$ 826.32

Items Count:

51

Exhibit E



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

May 8, 2025

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 May 15, 2025

Dear Directors:

This report summarizes our activities during the past month:

6a. 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 Non-Potable Irrigation Pump Station & Site Work and Distribution

- i. We are finishing the design and working on approvals.
- ii. We received two (2) bids on April 22, 2025 and are working with the Developer on how they would like to proceed with the project.

b) Sunterra Non-Potable Irrigation Distribution

- i. We are working with the design engineer and preparing the bid package.

6b. 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 65 & 66 WS&D Facilities:

Original Contract Amount - \$1,517,214.37
Revised Contract Amount - \$1,502,839.37
Contractor: Principal Services, Ltd.

Pay Estimate No. 3: \$64,270.35
CO No. 1: -\$14,375.00

- i. Contractor is awaiting reinspection.

Action Item: None

b) Sunterra Section 65 & 66 Paving Facilities:

Original Contract Amount - \$1,183,547.45
Revised Contract Amount - \$1,211,422.10
Contractor: Allgood Construction Company, Inc.

Pay Estimate No. 5: \$42,046.85
CO No. 2: \$13,639.70

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

Action Item: None



c) Sunterra Section 70 Paving Facilities:

Original Contract Amount - \$777,060.22

Pay Estimate No. 2: \$101,822.92

Revised Contract Amount – \$

CO No. 1: \$

Contractor: Hurtado Construction Company

- i. The project is complete and in the 1-year maintenance period.
- ii. We received Pay Estimate No. 3 & Final (REVISED) in the amount of \$66,958.49 for the Board's approval.
- iii. We received Change Order No. 1(REVISED) for adjustment to final quantities in the amount of \$20,822.34 for the Boards Approval.

Action Item: Approval of Pay Estimate No. 3 & Final (REVISED) and Change Order No. 1 (REVISED)

d) Sunterra Section 73 WS&D Facilities:

Original Contract Amount - \$1,318,770.80

Pay Estimate No. 5: \$66,072.50

Revised Contract Amount – \$1,318,770.80

CO No. 1: \$0.00

Contractor: R Construction Civil, LLC

- i. The project is complete and in the 1-year maintenance period.
- ii. We received Pay Estimate No. 6 & Final for in the amount of \$102,515.84 for Board's approval.
- iii. We received Change Order No. 2 in the amount of \$-32,786.00 for adjustment to final quantities for the Boards Approval.

Action Item: Approval of Pay Estimate No. 6 & Final, Change Order No. 2, and the Certificate of Substantial Completion

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

Original Contract Amount - \$1,670,098.26

Pay Estimate No. 5: \$79,562.50

Revised Contract Amount – \$1,770,497.31

CO No. 1: \$54,150.00

Contractor: Blazey Construction Services, LLC

- i. Contractor is complete and awaiting final inspections.
- ii. We will present the final pay estimate next month.

Action Item: None

f) Sunterra Section 76 & 77 Paving Facilities:

Original Contract Amount - \$1,296,389.37

Pay Estimate No. 4: \$109,461.09

Revised Contract Amount – \$1,290,706.46

CO No. 1: -\$5,682.91

Contractor: Allgood Construction Company, Inc.

- i. The project is complete and in the 1-year maintenance period.
- ii. We received Pay Estimate No. 5 & Final in the amounts of \$25,814.13 for Board's approval.

Action Item: Approval of Pay Estimate No. 5 & Final and the Certificate of Substantial Completion



g) Sunterra Section 78 WS&D Facilities:

Original Contract Amount - \$1,666,448.59

Pay Estimate No. 5: \$42,138.20

Revised Contract Amount – \$1,665,443.59

CO No. 1: -\$1,005.00

Contractor: Lonnie Lischka Company, LP

- i. Contractor is complete and awaiting reinspection.
- ii. We received Pay Estimate No. 6 & Final in the amounts of \$85,948.40 for Board's approval.
- iii. We received Change Order No. 2 for adjustment to final quantities in the amount of \$-388.10 for the Boards Approval.

Action Item: Approval of Pay Estimate No. 6 & Final, Change Order No. 2, and the Certificate of Substantial Completion

h) Sunterra Section 78 Paving Facilities:

Original Contract Amount - \$1,412,626.69

Pay Estimate No. 5: \$29,052.10

Revised Contract Amount – \$ 1,405,018.17

CO No. 1: \$ -7,608.52

Contractor: Allgood Construction Company, Inc.

- i. Contractor is complete and addressing punch list items.
- ii. We received Pay Estimate No. 6 & Final in the amount of \$28,100.36 for Board's approval.

Action Item: Approval of Pay Estimate No. 6 & Final and the Certificate of Substantial Completion

i) Regrading of Side Slopes

Original Contract Amount - \$7,920.60

Pay Estimate No. 1: \$

Revised Contract Amount – \$

CO No. 1: \$

Contractor: Norkon Construction

- i. Norkon is complete with the work and we received Pay Estimate No. 1 & Final in the amount of \$5,438.88 for Board's approval.

Action Item: Approval of Pay Estimate No. 1 & Final

j) Sunterra Phase 8 Make-up Waterline:

Original Contract Amount - \$72,996.90

Pay Estimate No. 1: \$

Revised Contract Amount – \$

CO No. 1:

Contractor: Lonnie Lischka Company, LP

- i. Contractor is complete with the installation and working on the restoration of the site.
- ii. We received Pay Estimate No. 1 in the amounts of \$57,891.83 for Board's approval.

Action Item: Approval of Pay Estimate No. 1

6c. Acceptance of site and/or easement conveyances for facilities constructed or to be constructed for the District:

- a) **Quitcaim Conveyance of Utility Facilities – Water, sanitary sewer, and drainage facilities serving Sunterra Section 47 (Blazey Construction Services, LLC)**
- b) **Quitcaim Conveyance of Utility Facilities – Water, sanitary sewer, and drainage facilities serving Sunterra Section 70 (Fellers & Clark, LP)**
- c) **Quitcaim Conveyance of Utility Facilities – Water, sanitary sewer, and drainage facilities serving Sunterra Section 74 (Blazey Construction Services, LLC)**



- d) **Quitcaim Conveyance of Utility Facilities – Water, sanitary sewer, and drainage facilities serving Sunterra Section 75 (Bay Utilities, LLC)**

6d. Review and approval of Stormwater Quality Management Plans related to construction Contracts.

- a) **None at this time.**

6e. Status of acceptance by Waller County of Streets for maintenance; authorize any action required in connection therewith.

- a) **Sunterra Sec 49:** The section was reinspected by Waller County and Quiddity and the punch list was

Original Contract Amount - \$55,500.00

Pay Estimate No. 1: \$

Revised Contract Amount – \$

CO No. 1: \$

Contractor: Infrastructure Construction Services

- i. Contractor began working on repairs.
- ii. We received Change Order No. 1 for adjustment to repair quantities due to an error in the bid form and additional crack sealing in the amount of \$79,375 for the Boards Approval.
- iii. We received a Geotechnical proposal from Geotech Engineering and Testing in the amount of \$10,665.00 and request the Board's approval on the proposal for materials testing required by Waller County.

Action Item: Approval of Change Order No. 1 and the materials testing proposal from Geotech Engineering & Testing

- b) **Sunterra Sec 53:** The 1-year inspection was held on April 30, 2025. We are working with the contractor on a schedule for the repairs.

6f. Status of the Summary of Costs for Series 2025 WS&D Bonds and BAN.

- a) **2025 WS&D Bond w/ BAN:** We received comments from the TCEQ and have addressed all comments and questions. The pre-purchase inspection has passed.
- b) **2025 Road Bond:** The proposed Road Bond No. 3 amount is \$4,390,000. Attached is the summary of cost for the Board's approval.
- c) **2026 WS&D Bond:** We have begun preparing the draft summary of cost.

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\2025\05 - May\WALLER COUNTY MUD NO. 35 ENGINEERING REPORT.docx



SUMMARY OF COST
WALLER COUNTY MUNICIPAL UTILITY DISTRICT No. 35
ROAD BOND ISSUE No. 3 - \$4,390,000
BOND APPLICATION
SERIES 2025

<u>Construction Costs</u>	<u>District Share</u>
A. District Items	
1. Sunterra Sec 53 Paving	
Engineering and Testing	\$ 141,875
2. Sunterra Sec 55 Paving	
Construction	\$ 334,460
Engineering and Testing	\$ 37,353
3. Sunterra Sec 65 & 66 Paving	
Construction	\$ 1,211,422
Engineering and Testing	\$ 118,135
4. Sunterra Sec 67 & 68 Paving	
Construction	\$ 1,400,721
Engineering and Testing	\$ 132,571
5. Sunterra Sec 71 Paving	(1)
Construction	\$ 147,867
Engineering and Testing	\$ -
6. Land Cost for Right of Way (Includes Interest)	\$ 77,232 (2)
Total District Contribution Items	\$ 3,601,636
TOTAL CONSTRUCTION COSTS (79.81% of BIR)	\$ 3,601,636
<u>Nonconstruction Costs</u>	
A. Legal Fees	\$ 119,750
B. Fiscal Agent Fees (2%)	87,800
C. Interest	
1. Developer Interest (5.00%)	170,574
2. Capitalized Interest - 12 Months (5.00%)	219,500
D. Bond Discount (3%)	131,700
E. Bond Issuance Expense	34,150
F. Engineering Fees	20,500
G. Attorney General's Fee (0.10%)	4,390
TOTAL NONCONSTRUCTION COSTS (19.89% of BIR)	\$ 788,364
TOTAL BOND ISSUE REQUIREMENT (BIR)	\$ 4,390,000

Notes:

(1) 15.50% of the total is proposed to be reimbursed in this bond issue. The 100% of Engineering & Testing will be reimbursed in future bond issue.

(2) The land cost for Sunterra Sec 55 ROW and associated interest is included.

Exhibit F

SWPPP Inspections Waller County MUD 35

Sunterra Subdivision
Inspection Photo's
MAY 2025 MUD Meeting

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



Waller County MUD No. 35

Inspection Date	Section #	Total Inspected	Total Out of Compliance	Builders Out of Compliance per Section
4/14/2025	46	8	5	Gehan (5)
4/21/2025	46	8	7	Gehan (7)
4/28/2025	46	7	5	Gehan (5)
5/5/2025	46	9	0	
4/14/2025	48	9	1	Davidson (1)
4/21/2025	48	9	1	Davidson (1)
4/28/2025	48	7	1	Davidson (1)
5/5/2025	48	2	1	Davidson (1)
4/14/2025	50	14	8	Westin (7) Nuway (1)
4/21/2025	50	14	1	Westin (1)
4/28/2025	50	14	9	Westin (8) Nuway (1)
5/5/2025	50	13	6	Westin (5) Nuway (1)

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

Sec 46 Blk 4 Lot 21



Sec 46 Blk 4 Lot 23



Sec 48 Blk 2 Lot 14



Sec 50 Blk 1 Lot 6



Sec 50 Blk 1 Lot 7



May 6, 2025 at 8:44:59 PM
Bleedly Breeze Dr
Sunterra TX 77493
United States

Exhibit G

Waller County Municipal Utility District No. 35

Landscape Architect's Report

Sunterra

May 12, 2025

Landscape Architecture matters, including the following:

- A. Request permission to authorize design/documentation phase, as appropriate, for the following construction projects:
 - i. **None.**
- B. Approve plans and specifications and authorize advertisement for bids for the following construction projects:
 - i. **None**
 - ii. **None**
- C. Review bids and award contracts, as appropriate, for the following construction projects:
 - i. **None**
- D. Approve Pay Estimates, change orders, and/or final acceptance, as appropriate, for the following construction projects:
 - Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements – Hardscape. Project was awarded 10/25/2023 to DL Meachum. MUD contract executed 12/15/2023, NTP issued 1/30/24. **No action.**

Item	Amount	Notes
Original Contract	\$ 355,826.75	Comment(s)
Change Order #1	\$ 1,832.00	2/16/24
Pay Application #1	\$ 247,430.83	2/28/24
Change Order #2	\$ 31,872.80	03/18/2024
Pay Application #2	\$ 42,809.64	03/25/2024
Pay Application #3	\$ 24,658.02	04/24/2024
Change Order #3	\$ 2,650.50	04/05/2024
Change Order #4	\$ 29,686.00	04/29/2024
Pay Application #4	\$ 16,069.35	04/27/2024
Change Order #4	\$ (16,163.00)	07/24/2024
Pay Application #5	\$ 7,449.30	08/20/2024
Current Contract Value	\$ 376,019.05	
Balance to Finish	\$ 53,764.91	

- Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements - Softscape. Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/18/2023, NTP issued 11/17/23. **No Action.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 961,108.33	<i>Comment(s)</i>
Pay Application #1	\$ 13,638.20	11/16/2023
Pay Application #2	\$ 280,084.29	02/29/2024
Pay Application #3	\$ 138,684.78	03/29/2024
Change Order #1	\$ 205,578.17	04/12/2024
Pay Application #4	\$ 309,107.46	05/09/2024
Pay Application #5	\$ 42,432.23	08/13/2024
Pay Application #6	\$ 32,780.42	09/06/2024
Pay Application #7	\$ 107,804.37	09/27/2024
Pay Application #8	\$ 80,771.62	10/04/2024
Change Order #2	\$ -13,610.14	11/05/2024
Pay Application #9	\$ 32,465.36	11/06/2024
Pay Application #10	\$ 115,307.64	11/06/2024
Current Contract Value	\$ 1,153,076.36	
Balance to Finish	\$ 0.00	

- **Phase 6 Pkg 3: Section 45 & 51-52 Landscape Improvements – Softscape & Hardscape.** Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/20/2023, NTP issued 11/17/23. **No Action.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 1,371,638.33	<i>Comment(s)</i>
Pay Application #1	\$ 19,127.65	11/17/2023
Pay Application #2	\$ 90,869.69	03/06/2024
Pay Application #3	\$ 36,619.43	03/29/2024
Change Order #1	\$ 303,818.54	04/24/2024
Pay Application #4	\$ 694,096.28	05/09/2024
Pay Application #5	\$ 214,756.35	06/05/2024
Change Order #2	\$ -99,406.65	08/02/2024
Change Order #3	\$ 28,642.91	08/16/2024
Pay Application #6	\$ 9,594.18	09/06/2024
Pay Application #7	\$ 229,242.76	09/06/2024
Change Order #4	\$ 24,850.43	09/12/2024
Pay Application #8	\$ 156,253.56	10/01/2024
Pay Application #9	\$ 16,029.31	11/06/2024
Pay Application #10	\$ 162,954.36	11/06/2024
Current Contract Value	\$ 1,629,543.56	
Balance to Finish	\$ 0.00	

- **Phase 6 Pkg 4: Section 46 Landscape Improvements – Hardscape.** Project was awarded 11/9/23 to Oak Forest Construction. MUD contract executed 1/1/24, NTP issued 1/29/2024. **No Action.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 25,131.50	<i>Comment(s)</i>
Pay Application #1	\$ 12,150.00	02/15/2024
Pay Application #2	\$ 9,568.35	03/14/2024
Pay Application #3	\$ 900.00	06/05/2024
Pay Application #4	\$ 2,513.15	06/05/2024
Current Contract Value	\$ 25,131.50	
Balance to Finish	\$ 0.00	

- **Phase 6 Pkg 4: Section 46 Landscape Improvements – Softscope.** Project was awarded 11/09/2023 to Silversand Services (formerly Zodega). MUD contract executed 11/11/24, NTP issued 2/20/2024. **No Action.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 57,232.60	<i>Comment(s)</i>
Change Order #1	\$ (16,076.69)	04/08/2024
Pay Application #1	\$ 28,313.97	06/06/2024
Pay Application #2	\$ 6,195.10	06/06/2024
Pay Application #3	\$ 843.75	06/06/2024
Pay Application #4	\$ 843.75	06/06/2024
Pay Application #5	\$ 843.75	07/25/2024
Pay Application #6	\$ 4,115.59	08/02/2024
Current Contract Value	\$ 41,155.91	
Balance to Finish	\$ 0.00	

- **Phase 6 Pkg 5: Sections 53-54 Landscape – Hardscape.** Project was awarded 6/21/2024 to DL Meacham, LP. MUD contract executed 1/24/2024, NTP issued 10/31/2024. **No Action.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 57,6396.06	<i>Comment(s)</i>
Change Order #1	\$ (6,945.46)	10/29/2024
Pay Application #1	\$ 35,538.84	12/04/2024
Pay Application #2	\$ 10,085.40	01/09/2025
Current Contract Value	\$ 50,693.60	
Balance to Finish	\$ 5,069.36	

- **Phase 6 Pkg 5: Sections 53-54 Landscape – Softscope.** Project was awarded 11/28/2023 to Silversand Zodega LLC. MUD contract executed 10/31/2024, NTP issued 11/14/2024. **Approve Change Order #2; Approve Pay Applications #6.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 429,606.16	<i>Comment(s)</i>



Pay Application #1	\$ 8,548.83	11/25/2024
Pay Application #2	\$ 43,519.26	11/25/2024
Pay Application #3	\$ 50,483.70	01/09/2025
Change Order #1	\$ 22,857.79	01/15/2025
Pay Application #4	\$ 195,180.37	02/10/2025
Pay Application #5	\$ 106,110.39	02/28/2025
Change Order #2	\$ 25,500.00	03/31/2025
(additional water meters)		
Pay Application #6	\$ 28,782.00	05/07/2025

Current Contract Value	\$ 484,443.95
Balance to Finish	\$ 51,819.40

- Phase 6 Pkg 6: Sections 48 – Hardscape. Project was awarded 01/11/2024 to Strickscapes, Inc. MUD contract executed 02/29/2024, NTP issued 06/17/2024. **No Action.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 18,997.71	<i>Comment(s)</i>
Pay Application #1	\$ 12,552.30	09/09/2024
Pay Application #2	\$ 4,210.38	09/09/2024
Pay Application #3	\$ 335.26	01/13/2025
Pay Application #4	\$ 1,899.77	01/13/2025
Current Contract Value	\$ 18,99.77	
Balance to Finish	\$ 0.00	

- Phase 6 Pkg 6: Sections 48 – Softscape. Project was awarded to 01/11/2024 Platinum Grass Services, LTD. MUD contract executed 11/14/2024, NTP issued 12/17/2024. **Approve Change Order #2; Approve Pay Application #2.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 315,170.77	<i>Comment(s)</i>
Change Order #1	\$ -42,953.86	02/24/2025
Pay Application #1	\$ 243,724.42	03/10/2025
Change Order #2	\$ 3000.00	03/10/2025
(weekly hand watering)		
Pay Application #2	\$ 2,700.00	05/08/2025
Current Contract Value	\$ 275,244.91	
Balance to Finish	\$ 28,820.49	

- **Phase 7 Package 3A: Softscape & Hardscape.** Project was awarded to 10/31/2024 Earth First Landscapes, LLC. MUD contract executed 02/06/2025, NTP issued 03/06/2025. **Approve Pay Applications #2.**

Item	Amount	Notes
Original Contract	\$ 275,515.35	Comment(s)
Pay Application #1	\$ 125,827.20	02/24/2025
Pay Application #2	\$ 26,100.00	05/07/2025
Current Contract Value	\$ 275,515.35	
Balance to Finish	\$ 123,588.15	

Proposed Action Items:

- **Phase 6 Pkg 5: Sections 53-54 Landscape – Softscape.** Project was awarded 11/28/2023 to Silversand Zodega LLC. MUD contract executed 10/31/2024, NTP issued 11/14/2024. **Approve Change Order #2; Approve Pay Applications #6.**
- **Phase 6 Pkg 6: Sections 48 – Softscape.** Project was awarded to 01/11/2024 Platinum Grass Services, LTD. MUD contract executed 11/14/2024, NTP issued 12/17/2024. **Approve Change Order #2; Approve Pay Application #2.**
- **Phase 7 Package 3A: Softscape & Hardscape.** Project was awarded to 10/31/2024 Earth First Landscapes, LLC. MUD contract executed 02/06/2025, NTP issued 03/06/2025. **Approve Pay Applications #2.**

Sincerely,



LUKE ANDERSON, ASLA, PLA, LI
Project Manager

Direct: 210.469.3510

Email: landerson@kvtexas.com

4039 Broadway Street, San Antonio, TX, 78209

Exhibit H

Exhibit A
Facilities

Restricted Reserves "A", "B" and "C", of Sunterra Section 46, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2301020 of the Plat Records of Waller County, Texas.

Restricted Reserves "A", "B", "C", and "D", of Sunterra Section 48, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2400496 of the Plat Records of Waller County, Texas.

Restricted Reserves "A", "B", "C", "D", "E", "F", "G" and "H", of Sunterra Section 49, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2215868 of the Plat Records of Waller County, Texas.

Restricted Reserves "A", "B", "C", "D", "E" and "F", of Sunterra Section 50, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2215869 of the Plat Records of Waller County, Texas.

Restricted Reserves "A", "B", and "C", of Sunterra Section 53, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2309708 of the Plat Records of Waller County, Texas.

Restricted Reserves "A" and "B", of Sunterra Section 54, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2314968 of the Plat Records of Waller County, Texas.

Restricted Reserve "A", of Sunterra Section 55, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2406276 of the Plat Records of Waller County, Texas.

Restricted Reserves "A", "C", "D", and "E" of Sunterra Section 65, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2406277 of the Plat Records of Waller County, Texas.

Restricted Reserves "A", "B", "C", and "D" of Sunterra Section 66, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2406279 of the Plat Records of Waller County, Texas.

Restricted Reserves "A" and "B", of Sunterra Section 67, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2401327 of the Plat Records of Waller County, Texas.

Restricted Reserves "A", "B", and "C", of Sunterra Section 68, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2410329 of the Plat Records of Waller County, Texas.

Restricted Reserves "A","B", "C", "D", "E", and "F", of Sunterra Section 69, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2410331 of the Plat Records of Waller County, Texas.

Restricted Reserves "A", "B", and "F", of Sunterra Section 70, a subdivision in Waller County, Texas, according to the map or plat thereof recorded under County Clerk's File No. 2414326 of the Map Records of Waller County, Texas.

Restricted Reserves "C" and "D", of Sunterra Section 70, a subdivision in Waller County, Texas, according to the map or plat thereof recorded under County Clerk's File No. 2414326 of the Map Records of Waller County, Texas.

Restricted Reserve "E", of Sunterra Section 70, a subdivision in Waller County, Texas, according to the map or plat thereof recorded under County Clerk's File No. 2414326 of the Map Records of Waller County, Texas.

Restricted Reserves "A","B", "C", and "D" of Sunterra Section 71, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2410333 of the Plat Records of Waller County, Texas.

Restricted Reserves "A","B", and "C", of Sunterra Section 72, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2410334 of the Plat Records of Waller County, Texas.

Restricted Reserves "A","B", "C", "D", "E", and "F", of Sunterra Section 73, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2411085 of the Plat Records of Waller County, Texas.

Restricted Reserves "B", "C", "D", "F", and "G" of Sunterra Section 74, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2411788 of the Plat Records of Waller County, Texas.

Restricted Reserves "A","B", "D", "E", and "F" of Sunterra Section 75, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2411087 of the Plat Records of Waller County, Texas.

Restricted Reserves "A","B", and "C", of Sunterra Section 76, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2412905 of the Plat Records of Waller County, Texas.

Restricted Reserve "B", of Sunterra Section 77, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2412906 of the Plat Records of Waller County, Texas.

Restricted Reserves "A", "B", "E", "G", "H" and "I" of Sunterra Section 78, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2412908 of the Plat Records of Waller County, Texas.

Restricted Reserve "C" of Tantara Bend Drive Street Dedication And Detention Reserves, a subdivision in Waller County, Texas, according to the map or plat thereof recorded at Film Code No. 2410339 of the Plat Records of Waller County, Texas.

Restricted Reserves "A", "E", and "F", of Bartlett Road Street Dedication and Reserves, according to the map or plat thereof recorded under County Clerk's File No. 2415286 of the Map Records of Waller County, Texas.

AGREED to and accepted, to be effective the 12th day of May, 2025.

WALLER COUNTY MUNICIPAL
UTILITY DISTRICT NO. 35

By: 
Title: President, Board of Directors

SUNTERRA PROPERTY OWNERS
ASSOCIATION, INC.

By: _____
Title: _____

AGREED to and accepted, to be effective the 12th day of May, 2025.

WALLER COUNTY MUNICIPAL
UTILITY DISTRICT NO. 35

SUNTERRA PROPERTY OWNERS
ASSOCIATION, INC.

By: _____

Title: President, Board of Directors

By:  _____

Title: President

Exhibit I



**MUNICIPAL ACCOUNTS
& CONSULTING, L.P.**

Bookkeeper's Report | May 12, 2025

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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Waller County Municipal Utility District No. 35
BOOKKEEPER'S REPORT | 05/12/2025



Your District Stats

Created in **June 2019**

First Bond Sale **2023**

Total ESFC Count ... **447**

Total Tax Rate **\$1.50**

Cost Per 10K Gal **\$104.50**

Certified Value **\$57,185,365**

Services Provided
Retail Water, Retail Wastewater, Parks/Recreation, Solid Waste/Garbage, Joint Water Facility, Joint Wastewater Facility, Drainage, Security, Roads

All values are from the most recent audited financial statements.

Spotlight On Neighbor Districts

Harris County Municipal Utility District No. 495 (HC MUD 495)

Created	May 2009	Total Tax Rate	\$1.03
First Bond	2017	Cost Per 10K Gal	\$107.50
ESFC Count ...	3,666	Certified Value	\$1,156,421,285
Services Provided: Retail Water, Retail Wastewater, Parks/Recreation, Solid Waste/Garbage, Joint Water Facility, Joint Wastewater Facility, Drainage, Security, R			

Harris-Waller Counties Municipal Utility District No. 3 (HWC MUD 3)

Created	June 2013	Total Tax Rate	\$0.88
First Bond	2016	Cost Per 10K Gal	\$71.78
ESFC Count ...	1,941	Certified Value	\$1,083,311,644
Services Provided: Parks/Recreation, Drainage, Roads			

Harris-Waller Counties Municipal Utility District No. 2 (HWC MUD 2)

Created	August 2012	Total Tax Rate	\$0.7599
First Bond	2015	Cost Per 10K Gal	N/A
ESFC Count ...	N/A	Certified Value	\$223,933,612
Services Provided: Parks/Recreation, District services are provided by the City of Katy., Drainage			

Harris County Municipal Utility District No. 569 (HC MUD 569)

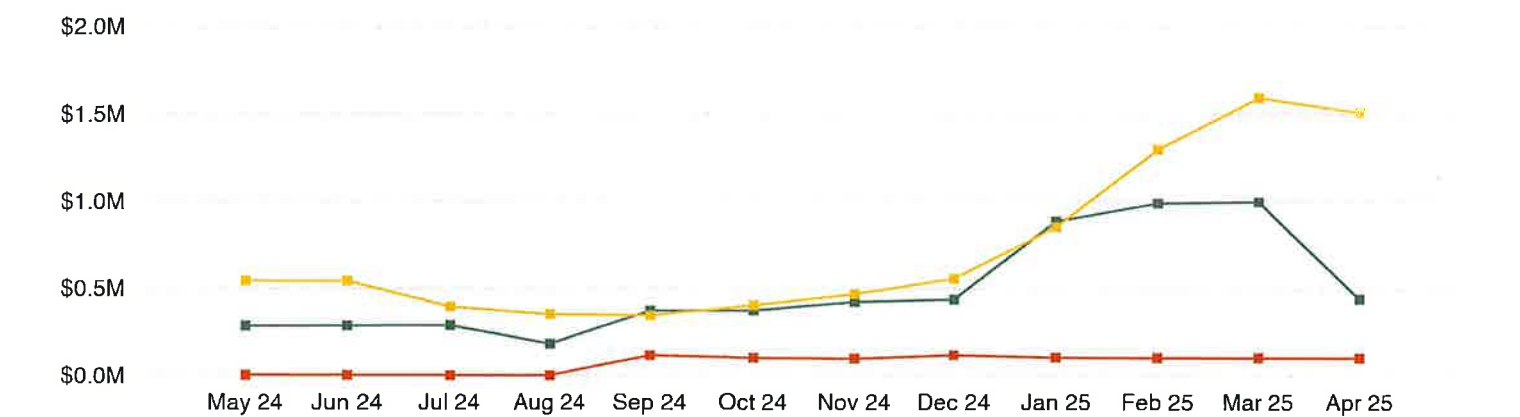
Created	June 2019	Total Tax Rate	\$1.50
First Bond	2023	Cost Per 10K Gal	\$104.50
ESFC Count ...	823	Certified Value	\$66,580,103
Services Provided: Retail Water, Retail Wastewater, Parks/Recreation, Solid Waste/Garbage, Joint Water Facility, Joint Wastewater Facility, Drainage, Security, R			

Account Balance | As of 05/12/2025

General Operating	Capital Projects	Debt Service
\$1,206,802	\$101,680	\$440,309

Total For All Accounts: \$1,748,791

Account Balance By Month | May 2024 - April 2025



Monthly Financial Summary - General Operating Fund

Waller County MUD No. 35 - GOF



Account Balance Summary

Balance as of 04/15/2025 **\$1,153,262**

Receipts 891,576

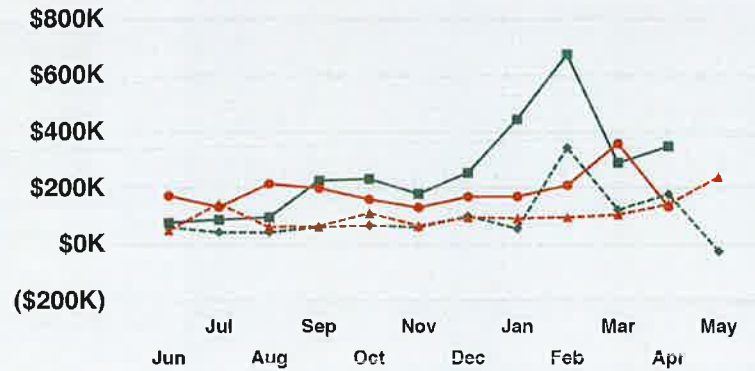
Disbursements (838,036)

Balance as of 05/12/2025 **\$1,206,802**

Overall Revenues & Expenditures

By Month (Year to Date)

—■— Current Year Revenues
 - - - - Prior Year Revenues
—■— Current Year Expenditures
 - - - - Prior Year Expenditures



April 2025

Revenues

Actual	Budget	Over/(Under)
\$348,584	\$111,783	\$236,801

Expenditures

Actual	Budget	Over/(Under)
\$134,029	\$146,770	(\$12,741)

June 2024 - April 2025 (Year to Date)

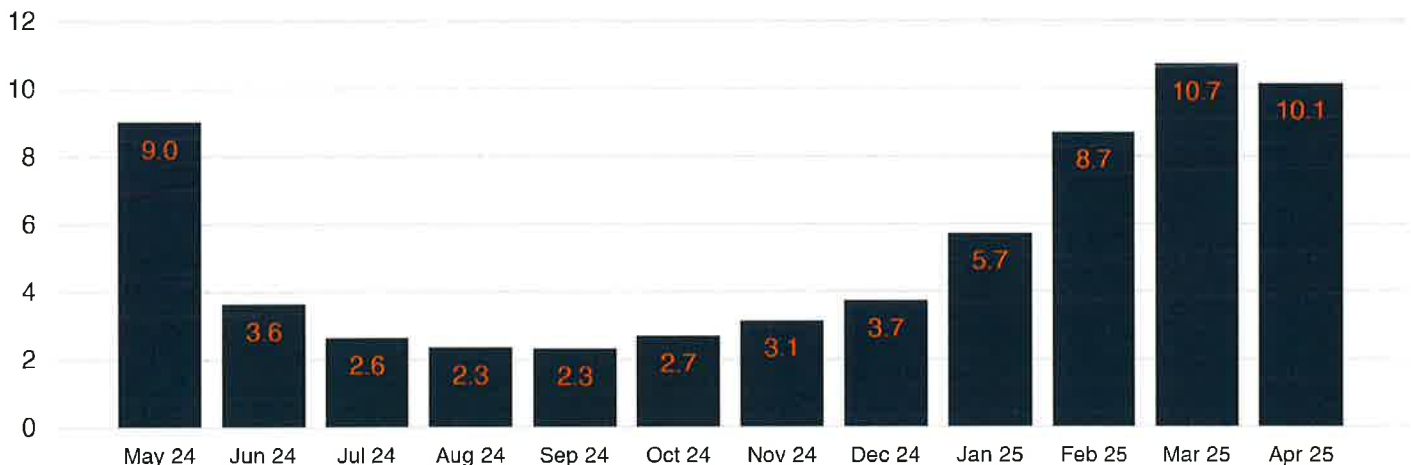
Revenues

Actual	Budget	Over/(Under)
\$2,917,241	\$1,920,670	\$996,571

Expenditures

Actual	Budget	Over/(Under)
\$2,059,606	\$1,642,670	\$416,936

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 04/15/2025				\$98,376.45
Receipts				
	Transfer from Operator Account		368,862.44	
	Interest Earned on Checking		324.06	
	Sunterra POA - Security Billing		5,000.00	
	Sunterra POA - Security Billing		5,000.00	
Total Receipts				\$379,186.50
Disbursements				
1374	April Holland	Customer Refund	(88.81)	
1375	Hassell Construction Group, LL	Customer Refund	(742.00)	
1376	Huy Nguyen	Customer Refund	(135.05)	
1377	Juan Manuel Molero Villamizar	Customer Refund	(236.07)	
1378	Ngan Nguyen	Customer Refund	(232.58)	
1379	Shavaye Brown	Customer Refund	(229.10)	
1380	Best Trash	Garbage Expense	(11,031.60)	
1381	Forvis Mazars LLP	Filing Fees	(600.00)	
1382	Harris-Waller Co. MUD 4	Connection Fees & Mowing Expense	(139,265.95)	
1383	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(3,420.37)	
1384	Municipal District Services, LLC	Maintenance & Repairs	(95,043.13)	
1385	On-Site Protection, LLC	Security Expense	(4,554.91)	
1386	Quiddity Engineering, LLC	Engineering Fees	(12,651.95)	
1387	Schwartz, Page & Harding, L.L.P.	Legal Fees	(10,052.22)	
1388	Silt Solutions, Inc.	Inspection Expense	(1,220.00)	
1389	Water Utility Services Inc.	Laboratory Expense	(97.00)	
1390	Harris-Waller Co. MUD 4	Capital Recovery Fee - Royal ISD	(34,500.00)	
Fees	Central Bank	Service Fee	(5.00)	
HR&P	Jaclyn Day.	Fees of Office 04/14/2025	(234.90)	
HR&P	Daniel Feiler.	Fees of Office 04/14/2025	(218.10)	
HR&P	Tiffani Walker.	Fees of Office 04/14/2025	(232.10)	
HR&P	United States Treasury	Payroll Taxes	(101.40)	
HR&P	HR&P	Payroll Administration Fee	(50.00)	
Wire	Waller County MUD No. 35 - GOF	Transfer to Money Market	(154,000.00)	
Total Disbursements				(\$468,942.24)
Balance as of 05/12/2025				\$8,620.71

Cash Flow Report - Operator Account

Waller County MUD No. 35 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 04/15/2025				\$250,655.01
Receipts				
	Accounts Receivable		90,914.24	
	Accounts Receivable		20,215.25	
	Tap Connections - Sunterra POA		16,935.00	
	Tap Connections		11,535.00	
	Tap Connections		20,629.00	
	Tap Connections		150,330.00	
	Tap Connections - Royal ISD		34,500.00	
Total Receipts				\$345,058.49
Disbursements				
Fees	Central Bank	Service Fee	(5.00)	
Rtn Cks	Central Bank	Returned Customer Payment (2)	(226.20)	
Sweep	Central Bank	Transfer to Checking Account	(368,862.44)	
Total Disbursements				(\$369,093.64)
Balance as of 05/12/2025				\$226,619.86

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



		April 2025			June 2024 - April 2025			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	68,129	40,000	28,129	526,034	450,000	76,034	500,000
14106	Transfer Fees	1,640	725	915	15,922	7,975	7,947	8,700
Total Water Revenue		69,769	40,725	29,044	541,956	457,975	83,981	508,700
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	42,143	25,000	17,143	270,348	275,000	(4,652)	300,000
Total Wastewater Revenue		42,143	25,000	17,143	270,348	275,000	(4,652)	300,000
Property Tax Revenue								
14301	Maintenance Tax Collections	10,372	0	10,372	675,027	678,526	(3,499)	678,526
Total Property Tax Revenue		10,372	0	10,372	675,027	678,526	(3,499)	678,526
Tap Connection Revenue								
14501	Tap Connections	190,930	33,208	157,722	1,097,683	365,292	732,391	398,500
14502	Inspection Fees	25,254	5,717	19,537	165,136	62,883	102,253	68,600
Total Tap Connection Revenue		216,184	38,925	177,259	1,262,819	428,175	834,644	467,100
Administrative Revenue								
14702	Penalties & Interest	1,834	1,392	442	23,500	15,308	8,192	16,700
Total Administrative Revenue		1,834	1,392	442	23,500	15,308	8,192	16,700
Interest Revenue								
14801	Interest Earned on Checking	324	25	299	723	275	448	300
14802	Interest Earned on Temp. Invest	2,959	717	2,242	17,041	7,883	9,158	8,600
Total Interest Revenue		3,283	742	2,541	17,764	8,158	9,606	8,900
Other Revenue								
15802	Sunterra POA Contribution	5,000	5,000	0	55,000	55,000	0	60,000
Total Other Revenue		5,000	5,000	0	55,000	55,000	0	60,000
Total Revenues		348,584	111,783	236,801	2,846,414	1,918,143	928,271	2,039,926

Expenditures

Water Service

16102 Operations - Water	858	2,500	(1,642)	11,851	27,500	(15,649)	30,000
16104 Purchase Water / JWP	0	25,000	(25,000)	315,619	275,000	40,619	300,000
16105 Maintenance & Repairs - Water	14,144	10,000	4,144	114,293	110,000	4,293	120,000
16108 Laboratory Expense - Water	0	25	(25)	1,206	275	931	300
16111 Reconnection Expense	1,019	0	1,019	2,049	0	2,049	0
16112 Disconnection Expense	1,357	0	1,357	11,164	0	11,164	0
16113 Transfer Expense	4,217	1,250	2,967	26,162	13,750	12,412	15,000

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



April 2025			June 2024 - April 2025			Annual Budget
Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
89	0	89	289	0	289	0
0	0	0	964	900	64	900
21,684	38,775	(17,091)	483,597	427,425	56,172	466,200
746	292	455	6,713	3,208	3,504	3,500
0	800	(800)	12,390	8,800	3,590	9,600
0	25,000	(25,000)	315,619	275,000	40,619	300,000
124	23,333	(23,210)	176,304	256,667	(80,363)	280,000
0	0	0	964	900	64	900
870	49,425	(48,555)	511,990	544,575	(32,585)	594,000
11,032	7,875	3,157	92,190	86,625	5,565	94,500
11,032	7,875	3,157	92,190	86,625	5,565	94,500
1,220	4,083	(2,863)	22,720	44,917	(22,197)	49,000
0	7,167	(7,167)	174,545	78,833	95,712	86,000
1,220	11,250	(10,030)	197,265	123,750	73,515	135,000
63,563	13,083	50,480	389,192	143,917	245,275	157,000
7,141	3,500	3,641	89,128	38,500	50,628	42,000
70,704	16,583	54,121	478,320	182,417	295,903	199,000
6,380	8,333	(1,953)	93,562	91,667	1,895	100,000
0	0	0	17,000	16,000	1,000	16,000
11,402	2,917	8,485	52,523	32,083	20,440	35,000
0	0	0	5,589	3,200	2,389	3,200
3,229	3,150	79	45,777	41,850	3,927	45,000
113	0	113	957	0	957	0
487	625	(138)	6,881	6,875	6	7,500
600	83	517	600	917	(317)	1,000
0	225	(225)	886	2,475	(1,589)	2,700
430	175	255	3,965	1,925	2,040	2,100
360	500	(140)	4,601	5,500	(899)	6,000
40	10	30	475	110	365	120
73	125	(52)	1,007	1,375	(368)	1,500
0	42	(42)	0	458	(458)	500

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



	April 2025			June 2024 - April 2025			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures							
Administrative Service							
16728 Record Storage Fees	88	10	78	424	110	314	120
Total Administrative Service	23,201	16,195	7,006	234,248	204,545	29,703	220,740
Security Service							
16801 Security Expense	4,555	5,000	(445)	50,530	55,000	(4,470)	60,000
Total Security Service	4,555	5,000	(445)	50,530	55,000	(4,470)	60,000
Payroll Expense							
17101 Payroll Expenses	663	1,108	(445)	8,840	12,192	(3,352)	13,300
17102 Payroll Administration	50	50	0	500	550	(50)	600
17103 Payroll Tax Expense	51	83	(33)	676	917	(241)	1,000
Total Payroll Expense	764	1,242	(478)	10,016	13,658	(3,642)	14,900
Other Expense							
17802 Miscellaneous Expense	0	425	(425)	1,451	4,675	(3,224)	5,100
Total Other Expense	0	425	(425)	1,451	4,675	(3,224)	5,100
Total Expenditures	134,029	146,770	(12,741)	2,059,606	1,642,670	416,936	1,789,440
Total Revenues (Expenditures)	214,555	(34,987)	249,542	786,808	275,473	511,335	250,486
Other Revenues							
Extra Ordinary Revenue							
15902 Transfer From Capital Projects	0	0	0	70,827	2,527	68,300	2,527
Total Extra Ordinary Revenue	0	0	0	70,827	2,527	68,300	2,527
Total Other Revenues	0	0	0	70,827	2,527	68,300	2,527
Total Other Revenues (Expenditures)	0	0	0	70,827	2,527	68,300	2,527
Excess Revenues (Expenditures)	214,555	(34,987)	249,542	857,635	278,000	579,635	253,013

Balance Sheet as of 04/30/2025

Waller County MUD No. 35 - GOF



Assets	
Bank	
11101 Cash in Bank	\$466,721
11102 Operator	226,620
Total Bank	<u>\$693,341</u>
Investments	
11201 Time Deposits	<u>\$817,561</u>
Total Investments	<u>\$817,561</u>
Receivables	
11301 Accounts Receivable	\$112,567
11303 Maintenance Tax Receivable	1,595
Total Receivables	<u>\$114,163</u>
Interfund Receivables	
11401 Due From Capital Projects	\$86,704
11406 Due from Sunterra POA	20,000
Total Interfund Receivables	<u>\$106,704</u>
Total Assets	<u><u>\$1,731,769</u></u>
Liabilities & Equity	
Liabilities	
Accounts Payable	
12101 Accounts Payable	<u>\$277,937</u>
Total Accounts Payable	<u>\$277,937</u>
Interfund Payables	
12403 Due To Tax Account	<u>\$8,316</u>
Total Interfund Payables	<u>\$8,316</u>
Deferrals	
12501 Tap Connection Fees Advance	\$137,545
12502 Deferred Inflows Property Taxes	1,595
Total Deferrals	<u>\$139,140</u>
Deposits	
12601 Customer Meter Deposits	<u>\$352,918</u>
Total Deposits	<u>\$352,918</u>
Total Liabilities	<u><u>\$778,312</u></u>
Equity	
Unassigned Fund Balance	
13101 Unassigned Fund Balance	<u>\$95,822</u>
Total Unassigned Fund Balance	<u>\$95,822</u>
Net Income	<u>\$857,635</u>
Total Equity	<u><u>\$953,457</u></u>

Balance Sheet as of 04/30/2025

Waller County MUD No. 35 - GOF



Total Liabilities & Equity

\$1,731,769

Monthly Financial Summary - Capital Projects Fund

Waller County MUD No. 35 - CPF



Account Balance Summary

Balance as of 04/15/2025 **\$101,316**

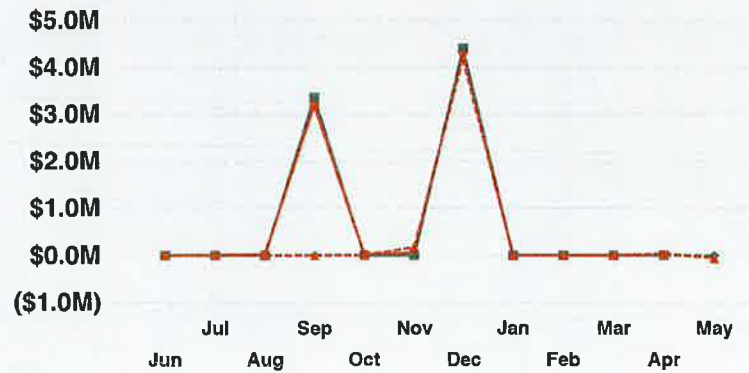
Receipts 370

Disbursements (5)

Balance as of 05/12/2025 **\$101,680**

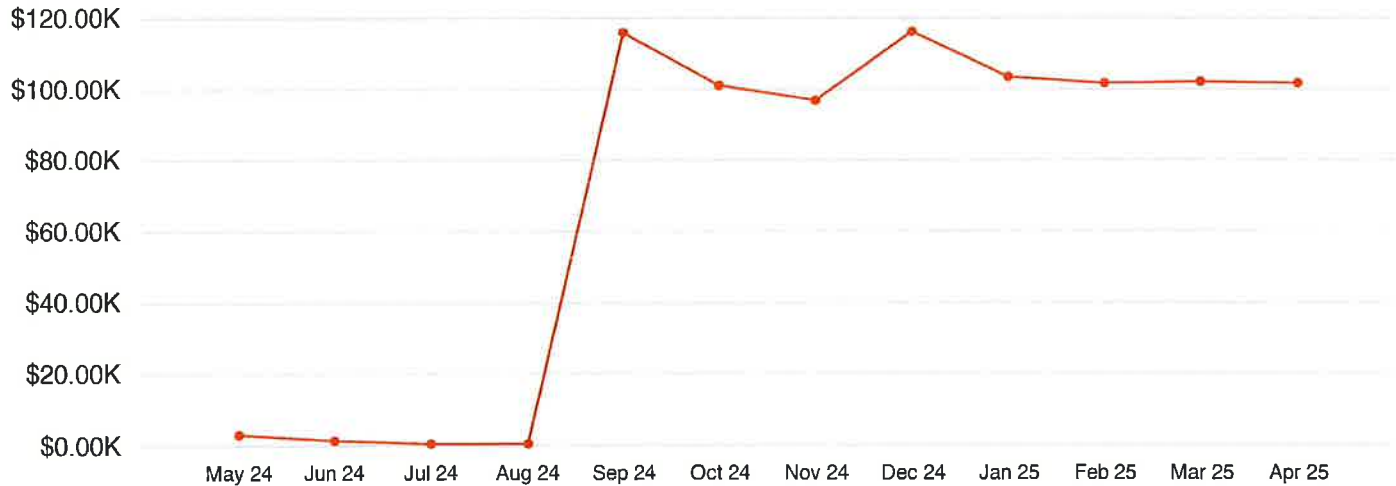
Overall Revenues & Expenditures By Month (Year to Date)

— Current Year Revenues - - - - Prior Year Revenues
— Current Year Expenditures - - - - Prior Year Expenditures



Account Balance By Month | May 2024 - April 2025

— CAPITAL PROJECTS FUND



Cash Flow Report - Checking Account

Waller County MUD No. 35 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 04/15/2025				\$430.27
Receipts				
	No Receipts Activity		0.00	
Total Receipts				\$0.00
Disbursements				
Fee	Central Bank	Service Fee	(5.00)	
Total Disbursements				(\$5.00)
Balance as of 05/12/2025				\$425.27

District Debt Summary as of 05/12/2025

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	\$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

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	\$0.00	\$104,046.88	\$104,046.88
Total Due 03/01/2026		\$0.00	\$184,740.63	\$184,740.63

Investment Profile as of 05/12/2025

Waller County MUD No. 35

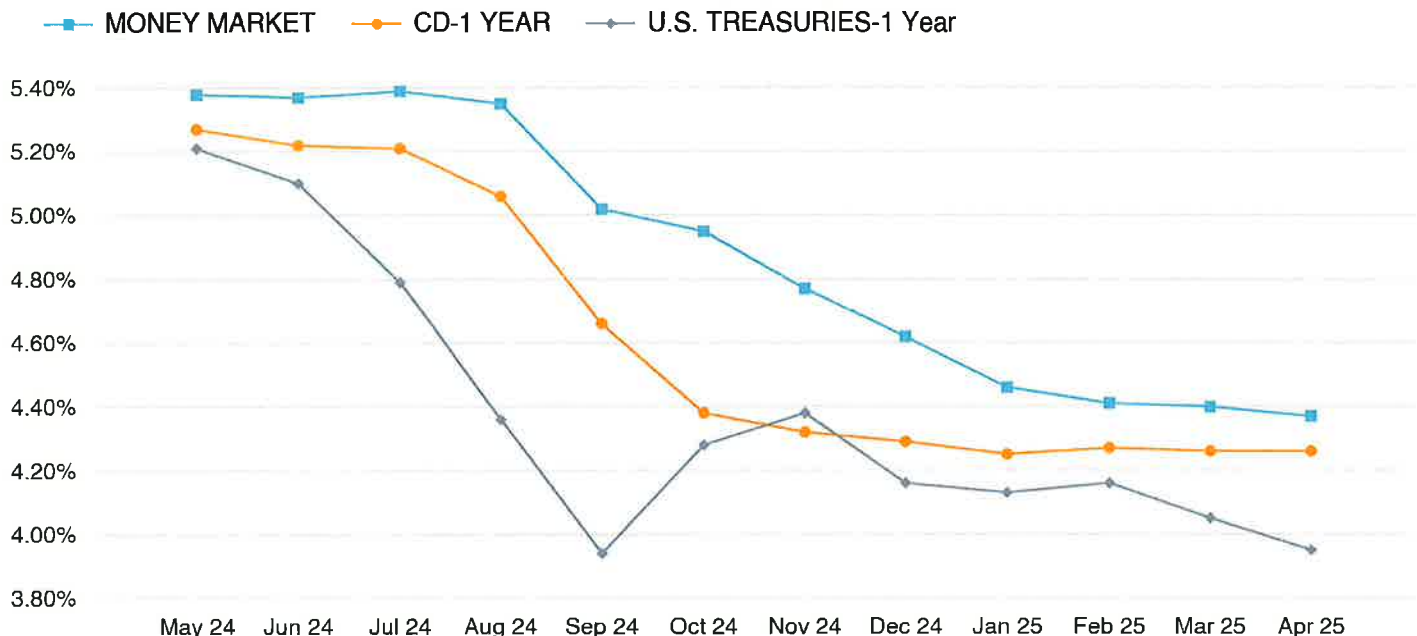


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$1,206,802	Funds Available to Invest \$101,680	Funds Available to Invest \$440,309	Funds Available to Invest N/A
Funds Invested \$971,561	Funds Invested \$101,255	Funds Invested \$440,309	Funds Invested N/A
Percent Invested 81%	Percent Invested 99%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	4.40%	180 Days	4.29%	180 Days	4.20%
		270 Days	4.25%	270 Days	4.20%
		1 Yr	4.26%	1 Yr	3.95%
		13 Mo	2.46%	13 Mo	N/A
		18 Mo	3.68%	18 Mo	3.95%
		2 Yr	2.96%	2 Yr	3.76%

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

Investment Rates Over Time (By Month) | May 2024 - April 2025



Account Balance as of 05/12/2025

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		4.45%	971,561.25	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX3679)			0.00%	8,620.71	Checking Account
CENTRAL BANK - CHECKING (XXXX8697)			0.00%	226,619.86	Operator
Totals for General Operating Fund				\$1,206,801.82	

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		4.45%	60,895.06	Series 2024
TEXAS CLASS (XXXX0008)	08/06/2024		4.45%	32,787.93	Series 2024 Road
TEXAS CLASS (XXXX0010)	11/05/2024		4.45%	7,572.14	Series 2024 BAN
Checking Account(s)					
CENTRAL BANK (XXXX2120)			0.00%	425.27	Cash In Bank
Totals for Capital Projects Fund				\$101,680.40	

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		4.45%	3,883.56	Contract Tax
TEXAS CLASS (XXXX0006)	11/30/2023		4.45%	379,357.47	Road
TEXAS CLASS (XXXX0009)	08/06/2024		4.45%	57,067.48	WSD
Totals for Debt Service Fund				\$440,308.51	

Grand Total for Waller County MUD No. 35 :

\$1,748,790.73

Capital Projects Fund Breakdown

WALLER COUNTY MUD 35

As of 5/12/2025

Balances by Bond Series

Bond Proceeds - Series 2024	\$60,895.06
Bond Proceeds - Series 2024 Road	33,213.20
Bond Proceeds - Series 2024 BAN	7,572.14

Total Cash Balance	\$101,680.40
---------------------------	---------------------

Remaining Costs/Surplus By Bond Series

Remaining Costs - Series 2024 Road	\$33,000.00
Remaining Costs - Series 2024	60,000.00

Total Amount in Remaining Costs	\$93,000.00
--	--------------------

Surplus & Interest - Series 2024	\$895.06
Surplus & Interest - Series 2024 Road	213.20
Surplus & Interest - Series 2024 BAN	7,572.14

Total Surplus & Interest Balance	\$8,680.40
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Total Remaining Costs/Surplus	\$101,680.40
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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	37,990.58	0.00	0.00	2,507.42
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
Surplus Funds Use - Future Bond	0.00	0.00	0.00	60,000.00	(60,000.00)
TOTAL NON-CONSTRUCTION COSTS	\$601,115.00	\$430,549.26	\$111,781.00	\$60,000.00	(\$1,215.26)
TOTAL BOND ISSUE REQUIREMENT	\$1,170,000.00	\$601,214.66	\$510,000.00	\$60,000.00	(\$1,214.66)
Interest Earned					\$2,109.72
Total Surplus & Interest					\$895.06
Total Remaining Funds					\$60,895.06

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	37,166.33	0.00	(7,547.33)
Bond Application Report Cost	20,500.00	15,175.00	0.00	5,325.00
Attorney General Fee	2,385.00	2,385.00	0.00	0.00
Surplus Funds Projects - Sunterra, Section 49	0.00	0.00	33,000.00	(33,000.00)
TOTAL NON-CONSTRUCTION COSTS	\$457,827.00	\$431,892.19	\$33,000.00	(\$7,065.19)
TOTAL BOND ISSUE REQUIREMENT	\$2,385,000.00	\$2,354,622.82	\$33,000.00	(\$2,622.82)
Interest Earned				\$2,836.02
Total Surplus & Interest				\$213.20
Total Remaining Funds				\$33,213.20

Adopted Budget

Waller County MUD No. 35 - Fiscal Year Ending May 31, 2026

	Ten Months Actuals 06/2024-03/2025	Twelve Months Annualized FYE 05/2025	Approved 2025 Budget	Adopted 2026 Budget
Revenues				
14101 · Water- Customer Service Revenue	\$457,905	\$562,905	\$500,000	\$649,500
14106 · Transfer Fees	14,282	17,138	8,700	17,300
14201 · Wastewater-Customer Service Rev	228,205	294,205	300,000	495,300
14301 · Maintenance Tax Collections	664,655	664,655	678,526	1,050,000
14501 · Tap Connections	906,753	941,253	398,500	720,300
14502 · Inspection Fees	139,882	139,882	68,600	126,000
14702 · Penalties & Interest	21,667	26,000	16,700	26,300
14801 · Interest Earned on Checking	399	479	300	500
14802 · Interest Earned on Temp. Invest	14,082	16,899	8,600	40,300
15802 · Sunterra POA Contribution	50,000	60,000	60,000	60,000
Total Revenues	\$2,497,830	\$2,723,416	\$2,039,926	\$3,185,500
Expenditures				
16102 · Operations - Water	\$10,993	\$13,191	\$30,000	\$20,000
16104 · Purchase Water / JWP	269,635	404,635	300,000	598,200
16105 · Maintenance & Repairs - Water	100,149	120,179	120,000	126,200
16108 · Laboratory Expense - Water	1,109	1,409	300	2,100
16111 · Reconnection Expense	1,030	1,130	0	1,200
16112 · Disconnection Expense	9,807	11,007	0	11,600
16113 · Transfer Expense	21,945	26,333	15,000	27,700
16116 · Permit Expense - Water	200	200	0	200
16117 · TCEQ Regulatory Expense - Water	964	2,143	900	2,900
16202 · Operations - Wastewater	5,967	7,467	3,500	15,000
16203 · Wastewater Inspection Expense	12,390	16,520	9,600	17,300
16204 · Purchase Wastewater Service	269,635	404,635	300,000	598,200
16205 · Maint & Repairs - Wastewater	176,180	211,416	280,000	222,000
16217 · TCEQ Regulatory Exp-Wastewater	964	2,143	900	2,900
16301 · Garbage Expense	81,158	102,818	94,500	276,300
16401 · SWQ Management	21,500	25,800	49,000	40,000
16403 · Detention Pond Maintenance	127,247	169,662	86,000	224,700
16501 · Tap Connection Expense	325,629	360,129	157,000	283,500
16502 · Inspection Expense	81,987	81,987	42,000	84,000
16703 · Legal Fees	87,182	104,619	100,000	100,000
16705 · Auditing Fees	17,000	17,000	16,000	17,500
16706 · Engineering Fees	41,121	49,345	35,000	50,000

Adopted Budget

Waller County MUD No. 35 - Fiscal Year Ending May 31, 2026

	Ten Months Actuals 06/2024-03/2025	Twelve Months Annualized FYE 05/2025	Approved 2025 Budget	Adopted 2026 Budget
16709 · Election Expense	0	0	0	10,000
16711 · Insurance & Surety Bond	5,589	5,589	3,200	5,900
16712 · Bookkeeping Fees	42,548	51,058	45,000	60,000
16713 · Legal Notices & Publication	845	845	500	1,000
16714 · Printing & Office Supplies	6,394	7,673	7,500	8,100
16715 · Filing Fees	0	600	1,000	0
16716 · Delivery Expense	886	1,063	2,700	1,100
16717 · Postage	3,535	4,242	2,100	4,500
16718 · Meeting Expense	4,242	5,185	6,000	5,400
16722 · Bank Service Charge	435	745	120	1,100
16723 · Travel Expense	934	1,121	1,500	1,200
16728 · Record Storage Fees	336	400	120	400
16801 · Security Expense	45,975	55,170	60,000	60,000
17101 · Payroll Expenses	8,177	10,387	13,300	13,300
17102 · Payroll Administration	450	600	600	600
17103 · Payroll Tax Expense	625	794	1,000	1,000
17802 · Miscellaneous Expense	1,451	35,951	5,100	1,400
Total Expenditures	\$1,786,214	\$2,315,191	\$1,789,440	\$2,896,500
Other Revenues				
15902 · Transfer from Capital Projects	\$70,827	\$70,827	\$2,527	\$82,200
Total Other Revenues	\$70,827	\$70,827	\$2,527	\$82,200
Net Excess Revenues <Expenditures>	\$782,443	\$479,052	\$253,013	\$371,200

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 M.U.D. 35 c/o Schwartz, Page & Harding, L.L.P., 1300 Post Oak Blvd., Suite 2400, Houston, TX. 77056, (713) 623-4531.



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

May 12, 2025

Waller County MUD No. 35
Re: Adopted Budget – Fiscal Year Ending May 31, 2026

Please check the appropriate box and sign below.

Approved ☒

Deferred ☐

Comments _____

Signatures

☒ _____
Director

☒ _____
Director

☒ _____
Director

Adopted Budget

Waller County MUD No. 35 - Fiscal Year Ending May 31, 2026

	Ten Months Actuals 06/2024-03/2025	Twelve Months Annualized FYE 05/2025	Approved 2025 Budget	Adopted 2026 Budget
Revenues				
14101 • Water- Customer Service Revenue	\$457,905	\$562,905	\$500,000	\$649,500
14106 • Transfer Fees	14,282	17,138	8,700	17,300
14201 • Wastewater-Customer Service Rev	228,205	294,205	300,000	495,300
14301 • Maintenance Tax Collections	664,655	664,655	678,526	1,050,000
14501 • Tap Connections	906,753	941,253	398,500	720,300
14502 • Inspection Fees	139,882	139,882	68,600	126,000
14702 • Penalties & Interest	21,667	26,000	16,700	26,300
14801 • Interest Earned on Checking	399	479	300	500
14802 • Interest Earned on Temp. Invest	14,082	16,899	8,600	40,300
15802 • Sunterra POA Contribution	50,000	60,000	60,000	60,000
Total Revenues	\$2,497,830	\$2,723,416	\$2,039,926	\$3,185,500
Expenditures				
16102 • Operations - Water	\$10,993	\$13,191	\$30,000	\$20,000
16104 • Purchase Water / JWP	269,635	404,635	300,000	598,200
16105 • Maintenance & Repairs - Water	100,149	120,179	120,000	126,200
16108 • Laboratory Expense - Water	1,109	1,409	300	2,100
16111 • Reconnection Expense	1,030	1,130	0	1,200
16112 • Disconnection Expense	9,807	11,007	0	11,600
16113 • Transfer Expense	21,945	26,333	15,000	27,700
16116 • Permit Expense - Water	200	200	0	200
16117 • TCEQ Regulatory Expense - Water	964	2,143	900	2,900
16202 • Operations - Wastewater	5,967	7,467	3,500	15,000
16203 • Wastewater Inspection Expense	12,390	16,520	9,600	17,300
16204 • Purchase Wastewater Service	269,635	404,635	300,000	598,200
16205 • Maint & Repairs - Wastewater	176,180	211,416	280,000	222,000
16217 • TCEQ Regulatory Exp-Wastewater	964	2,143	900	2,900
16301 • Garbage Expense	81,158	102,818	94,500	276,300
16401 • SWQ Management	21,500	25,800	49,000	40,000
16403 • Detention Pond Maintenance	127,247	169,662	86,000	224,700
16501 • Tap Connection Expense	325,629	360,129	157,000	283,500
16502 • Inspection Expense	81,987	81,987	42,000	84,000
16703 • Legal Fees	87,182	104,619	100,000	100,000
16705 • Auditing Fees	17,000	17,000	16,000	17,500
16706 • Engineering Fees	41,121	49,345	35,000	50,000

Adopted Budget

Waller County MUD No. 35 - Fiscal Year Ending May 31, 2026

	Ten Months Actuals 06/2024-03/2025	Twelve Months Annualized FYE 05/2025	Approved 2025 Budget	Adopted 2026 Budget
16709 · Election Expense	0	0	0	10,000
16711 · Insurance & Surety Bond	5,589	5,589	3,200	5,900
16712 · Bookkeeping Fees	42,548	51,058	45,000	60,000
16713 · Legal Notices & Publication	845	845	500	1,000
16714 · Printing & Office Supplies	6,394	7,673	7,500	8,100
16715 · Filing Fees	0	600	1,000	0
16716 · Delivery Expense	886	1,063	2,700	1,100
16717 · Postage	3,535	4,242	2,100	4,500
16718 · Meeting Expense	4,242	5,185	6,000	5,400
16722 · Bank Service Charge	435	745	120	1,100
16723 · Travel Expense	934	1,121	1,500	1,200
16728 · Record Storage Fees	336	400	120	400
16801 · Security Expense	45,975	55,170	60,000	60,000
17101 · Payroll Expenses	8,177	10,387	13,300	13,300
17102 · Payroll Administration	450	600	600	600
17103 · Payroll Tax Expense	625	794	1,000	1,000
17802 · Miscellaneous Expense	1,451	35,951	5,100	1,400
Total Expenditures	\$1,786,214	\$2,315,191	\$1,789,440	\$2,896,500
Other Revenues				
15902 · Transfer from Capital Projects	\$70,827	\$70,827	\$2,527	\$82,200
Total Other Revenues	\$70,827	\$70,827	\$2,527	\$82,200
Net Excess Revenues <Expenditures>	\$782,443	\$479,052	\$253,013	\$371,200

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 M.U.D. 35 c/o Schwartz, Page & Harding, L.L.P., 1300 Post Oak Blvd., Suite 2400, Houston, TX. 77056, (713) 623-4531.

Exhibit J



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

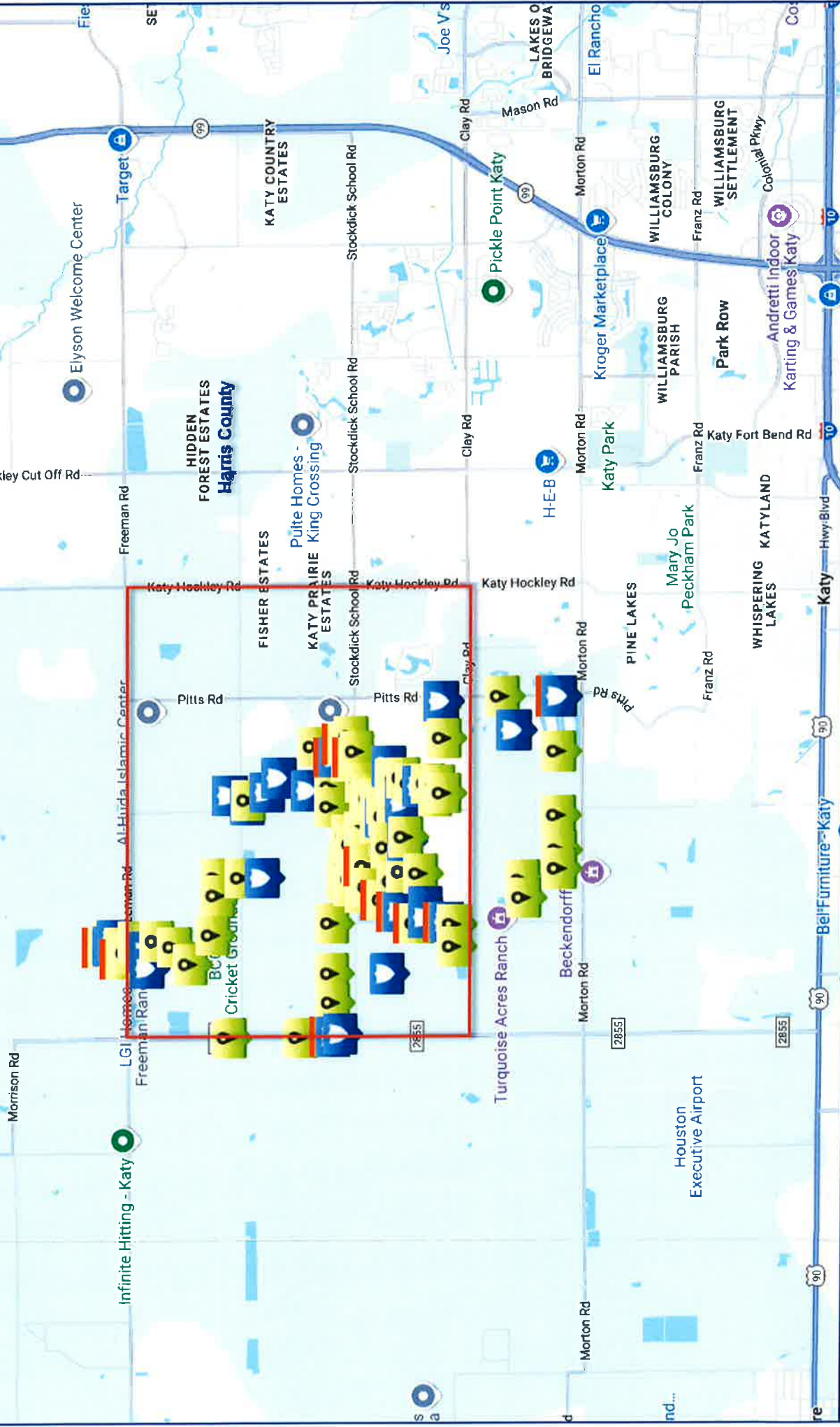
April 2025

- Several incidents of disruptive juveniles at the community center were called in. Deputies were sent to the facilities to assist the security guards with removing the bad actors.
- An adult male caused an accident in Sunterra and was arrested for driving while intoxicated. **(See photos)**
- Overall, crime has decreased in the Sunterra development.
- Deputies stopped and investigated several workers during the night to get verification from their supervisors of their activities.



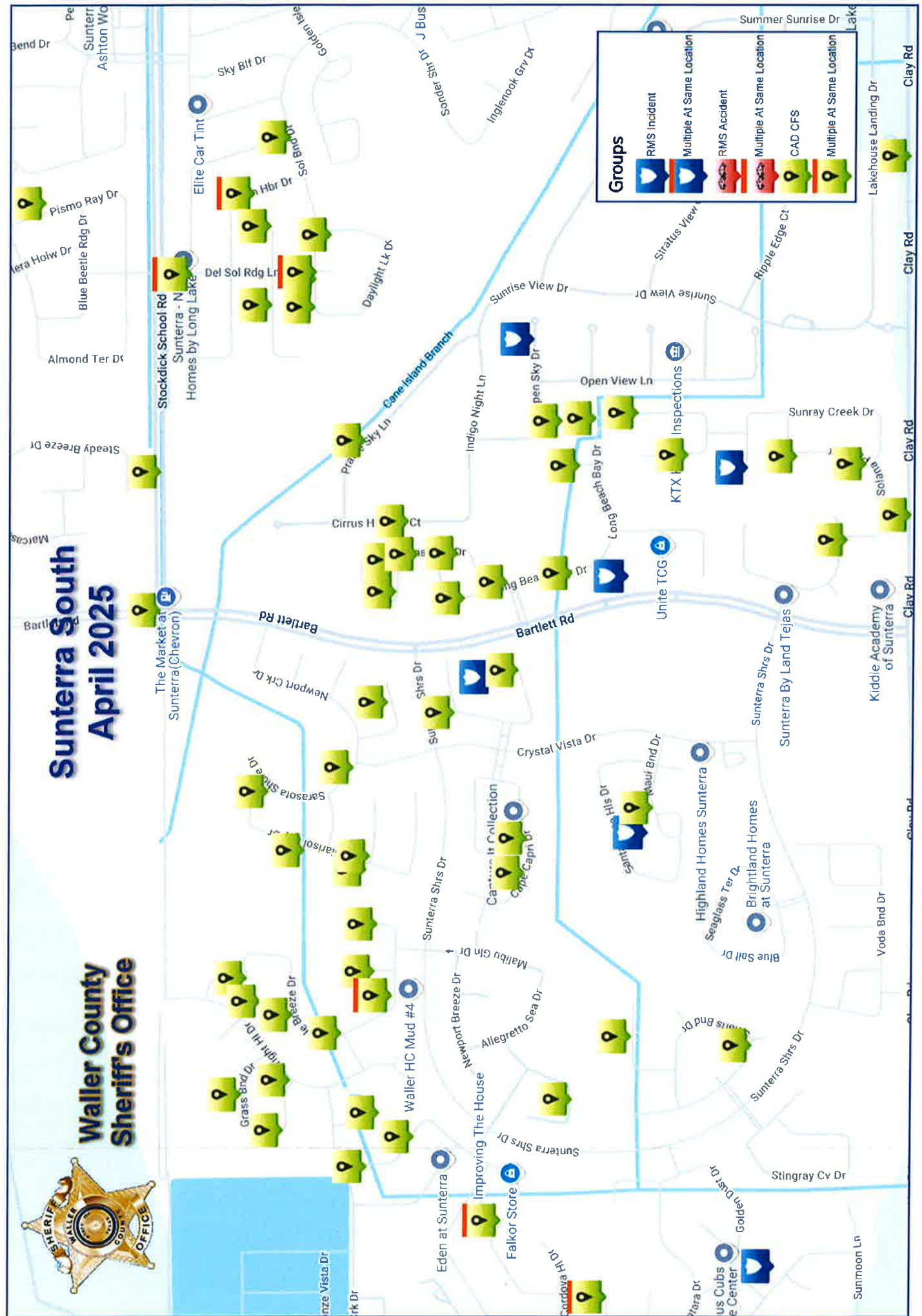
Waller County Sheriff's Office

Sunterra April 2025





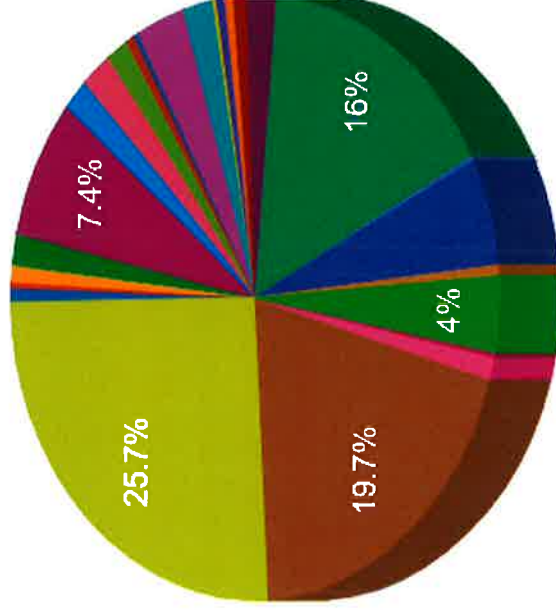
**Waller County
Sheriff's Office**



All Offenses: 04/01/2025 - 04/30/2025

- 11B Sodomy
- 11D Fondling
- 120 Robbery
- 13A Aggravated Assault
- 13B Simple Assault
- 13C Intimidation
- 220 Burglary/Breaking & Entering
- 23D Theft From Building
- 23F Theft From Motor Vehicle
- 23G Theft of Motor Vehicle Parts or Accessories
- 23H All Other Larceny
- 90F Family Offenses, Nonviolent
- 90J Trespass of Real Property
- 90Z All Other Offenses
- ZZI INFORMATION ONLY
- ZZZ HOSPICE \ NATURAL DEATH

- 240 Motor Vehicle Theft
- 26A False Pretenses/Swindle/Confidence Game
- 26B Credit Card/Automatic Teller Machine Fraud
- 26C Impersonation
- 26F Identity Theft
- 290 Destruction/Damage/Vandalism of Property
- 35A Drug/Narcotic Violations
- 35B Drug Equipment Violations
- 520 Weapon Law Violations
- 90C Disorderly Conduct
- 90D Driving Under the Influence

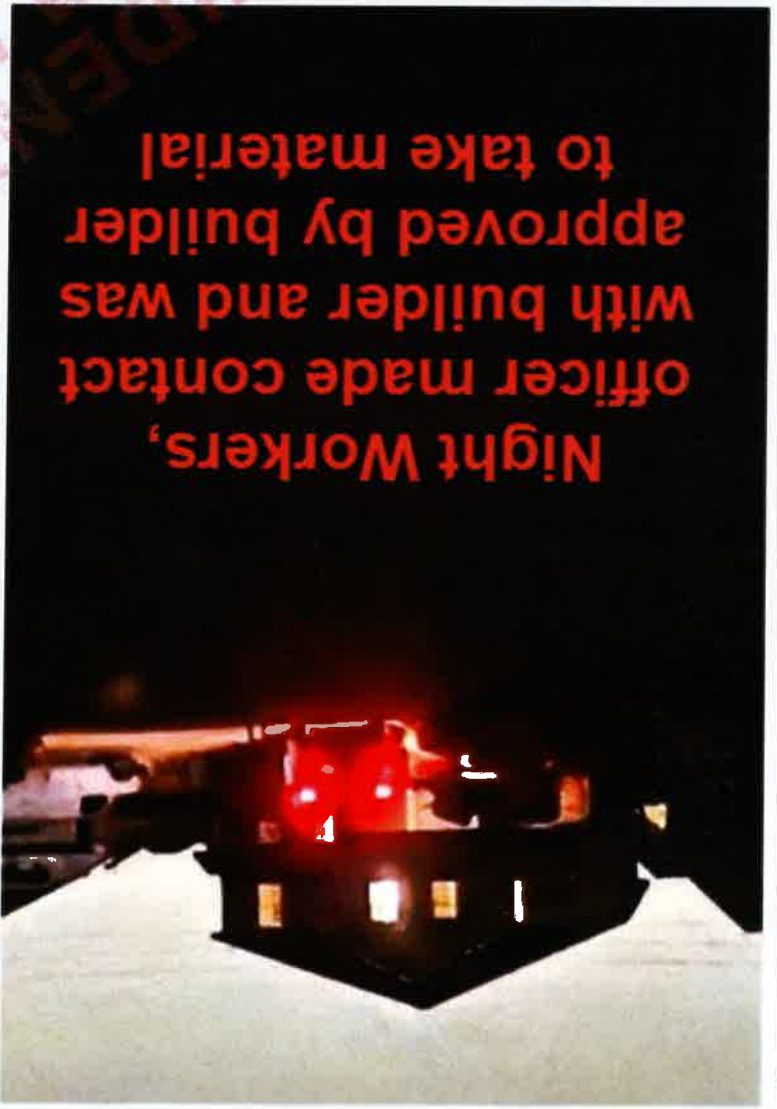


**Incident Chart
April 2025**



**Waller County
Sheriff's Office**





**Night Workers,
officer made contact
with builder and was
approved by builder
to take material**

