

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35

Minutes of the Meeting of Board of Directors June 10, 2024

The Board of Directors (the "Board") of Waller County Municipal Utility District No. 35 (the "District") met in regular session, open to the public, on June 10, 2024, in accordance with the duly posted Notice of Public Meeting, and the roll was called of the duly constituted members of the Board, as follows:

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

all of whom were present with the exception of Directors Ward and Walker, thus constituting a quorum. Directors Ward and Walker entered later in the meeting, as noted herein.

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"); Stephen Eustis of Robert W. Baird & Co., Inc. ("Baird"); Patty Rodriguez of BLICO, Inc., dba Bob Leared Interests ("BLICO"); Shamar O'Bryant on behalf of Astro Sunterra, L.P. ("Astro Sunterra"); David Daughtry of Kimley-Horn & Associates, Inc. ("KH"); and Christina Cole and Kate Gribble 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 May 13, 2024. After discussion regarding the minutes previously forwarded for review, it was moved by Director Battistini, seconded by Director Day, and unanimously carried, that said minutes be approved, as written.

TAX ASSESSOR-COLLECTOR REPORT

Ms. Rodriguez presented to and reviewed with the Board a written Tax Assessor-Collector Report ("TAC Report") for the period ended May 31, 2024, including the disbursements presented therein for payment from the District's tax account, a copy of which TAC Report is attached hereto as **Exhibit A**. After discussion, on motion made by Director Feiler, seconded by Director Battistini

and unanimously carried, the Board approved the TAC Report and authorized the payments listed therein.

Director Ward entered the meeting at this time.

OPERATOR'S REPORT

Ms. Hollingsworth presented to and reviewed with the Board the Operations Report dated June 10, 2024, a copy of which is attached hereto as **Exhibit B**. She noted that no Board action was required in connection with the Operations Report at this time.

ENGINEERING REPORT

Mr. Bozoarth next presented to and reviewed with the Board an Engineering Report dated June 7, 2024, a copy of which report is attached hereto as **Exhibit C**, 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. Director Battistini seconded the motion, which unanimously carried.

Director Walker entered the meeting during the Engineering Report.

2024 ROAD BONDS

The Board deferred approval of a Summary of Costs in connection with the District's 2024 Road Bonds. The Board then considered engagement of an auditor to prepare an audit of payments to the developer out of the 2024 Road Bonds. In that regard, Ms. Cole presented to and reviewed with the Board an engagement letter provided by Forvis Mazars, LLP ("Forvis"), a copy of which is attached hereto as **Exhibit D**. Following discussion, Director Ward moved that the Board (i) approve the engagement letter, (ii) authorize the President to execute same on behalf of the Board and the District, and (iii) authorize SPH to accept and acknowledge the associated Texas Ethics Commission 1295 Form provided by Forvis. Director Battistini seconded the motion, which unanimously carried.

SILT SOLUTIONS, INC.

The Board deferred a report from Silt Solutions, Inc. in connection with storm water pollutions and prevention services until the next meeting.

LANDSCAPE ARCHITECTURE REPORT(S)

Mr. Daughtry next presented to and reviewed with the Board a monthly report prepared by KH regarding the status of landscape architecture design services within the District, a copy of which is attached hereto as **Exhibit E**. Following discussion, Director Battistini moved to approve Pay Estimate No. 9 and Final in connection with hardscape, landscape, and irrigation improvements to serve Sunterra Sections 49-50. Director Ward seconded the motion, which unanimously carried.

BOOKKEEPER'S REPORT

Ms. Abad presented to and reviewed with the Board the Bookkeeper's Report, dated June 10, 2024, attached hereto as **Exhibit F**, including the disbursements presented for payment, as prepared by MA&C. After discussion, it was moved by Director Ward 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.

DEVELOPER'S REPORT

Mr. O'Bryant discussed the status of development within the District.

SECURITY PATROL REPORT

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

AUTHORIZATION FOR COMPLETION, EXECUTION AND FILING OF VOTING SYSTEM ANNUAL FILING FORM

The Board next considered authorizing the completion and execution of the Voting System Annual Filing Form and filing of same with the Secretary of State's office. Ms. Cole advised the Board that, under the Texas Election Code, the District is required to complete and file said form provided by the Secretary of State regarding information related to District elections. After discussion, Director Ward moved to approve the execution and filing of said Voting System Annual Filing Form relative to District elections. Director Battistini seconded the motion, which unanimously carried.

ATTORNEY'S REPORT

The Board next considered the Attorney's Report. In connection therewith, Ms. Cole advised the Board that the District is in receipt of an open records request from Real Cost Analytics requesting copies of certain documents related to the construction of facilities to serve Sunterra Sections 67, 68, 72, 73, and 74. She further advised that SPH will provide the requested documents to Real Cost Analytics on behalf of the District. It was noted that no action was required of the Board at this time in connection with said request.

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.

(SEAL)


Secretary

732045

LIST OF ATTACHMENTS

- EXHIBIT A Tax Assessor-Collector's Report
- EXHIBIT B Operations Report
- EXHIBIT C Engineering Report
- EXHIBIT D Engagement Letter – Forvis Mazars, LLP
- EXHIBIT E Report provided by Kimley-Horn & Associates, Inc.
- EXHIBIT F Bookkeeper's Report
- EXHIBIT G Security Patrol Report

Exhibit A

TAX COLLECTOR'S OATH

Waller Co. MUD#35 }

STATE OF TEXAS

COUNTY OF Waller }

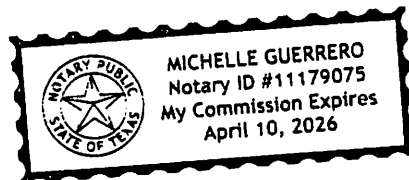
BRENDA MCLAUGHLIN, BEING duly sworn, states that she is the Tax Collector for the above named taxing unit and that the foregoing contains a true and correct report, accounting for all taxes collected on behalf of said taxing unit during the month therein stated.

Brenda McLaughlin
BRENDA MCLAUGHLIN

SWORN TO AND SUBSCRIBED BEFORE ME, this 5th day of
June, 2024.

Michelle Guerrero
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



Submitted to Taxing Unit's Governing Body on _____.

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

5/31/2024

Taxes Receivable: 8/31/2023	\$	22.50	
Reserve for Uncollectables	(	.00)	
Adjustments		<u>.00</u>	\$ <u>22.50</u>

Original 2023 Tax Levy	\$	555,611.07	
Adjustments	(	<u>3,946.06</u>)	<u>551,665.01</u>

Total Taxes Receivable	\$	551,687.51	
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Prior Years Taxes Collected	\$	22.50	
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2023 Taxes Collected (99.2%)		<u>547,741.70</u>	<u>547,764.20</u>
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Taxes Receivable at: 5/31/2024	\$	<u>3,923.31</u>	
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2023 Receivables:

Maintenance	1,595.48
Contract	2,327.83

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 5/2024	Fiscal to Date 6/01/2023 - 5/31/2024
Beginning Cash Balance	\$ 10,320.26	62,489.54
Receipts:		
Current & Prior Years Taxes		547,809.20
Penalty & Interest		375.72
Additional Collection Penalty		5.54
Tax Certificates		120.00
Overpayments		15,946.87
Reimbursement CAD Fee	224.37	224.37
TOTAL RECEIPTS	\$ 224.37	564,481.70
Disbursements:		
CAD Quarterly Assessment		4,814.00
CAD Cost, Estimate of value		1,500.00
Publications, Legal Notice		850.90
Refund - due to overpayments		15,946.87
Tax A/C Bond Premium		50.00
Transfer to General Fund		261,215.19
Tax Assessor/Collector Fee	500.00	6,000.00
Transfer to Contract Fund		321,500.00
CAD P & I	93.10	93.10
Postage/Deliveries	106.83	1,391.34
Supplies		159.07
Tax Certificates	30.00	120.00
Audit Preparation		250.00
Additional Services - BLI		375.00
Records Maintenance		120.00
Copies		1,142.97
Envelopes - Original Stmts		166.50
Duplicate Statements		10.00
Mileage Expense	6.70	79.20
Envelopes - Feb Delinq Stmts		10.80
Envelopes - May Del Stmts		1.50
Check Cost		16.80
Exemption Assistance	150.00	150.00
Positive Pay	25.00	275.00
SB2 Webpage		660.00
HB 1154 Webpage		110.00
Tax Code 26.16 & 26.17		330.00
TOTAL DISBURSEMENTS	(\$ 911.63)	(617,338.24)
CASH BALANCE AT: 5/31/2024	\$ 9,633.00	9,633.00

WALLER COUNTY M.U.D. #35

Disbursements for month of June, 2024

Check #	Payee	Description	Amount
1033	WCAD	CAD Quarterly Assessment	\$ 1,783.50
1034	Bob Leared	Tax Assessor/Collector Fee	747.38
TOTAL DISBURSEMENTS			\$ 2,530.88
Remaining Cash Balance			\$ <u>7,102.12</u>

Stellar Bank

WALLER COUNTY M.U.D. #35

HISTORICAL COLLECTIONS DATA

Year	Collections Month Of 5/2024	Adjustments To Collections 5/2024	Total Tax Collections at 5/31/2024	Total Taxes Receivable at 5/31/2024	Collection Percentage
2023			547,741.70	3,923.31	99.289
2022			222,852.87		100.000
(Percentage of collections same period last year				99.970	)

WALLER COUNTY M.U.D. #35

HISTORICAL TAX DATA

Year	Taxable Value	SR/CR	Tax Rate	Adjustments	Reserve for Uncollectibles	Adjusted Levy
2023	36,777,666	10 / 10	1.500000	3,946.06-		551,665.01
2022	12,010,068	03 / 03	1.500000	42,701.85		222,852.87

WALLER COUNTY M.U.D. #35

TAX RATE COMPONENTS

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

WALLER COUNTY M.U.D. #35

Notes:

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

WALLER COUNTY M.U.D. #35

Tax Exemptions:	2023	2022	2021
Homestead	.00000	.00000	.00000
Over 65	0	0	0
Disabled	0	0	0

Last Bond Premium Paid:

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

Adjustment Summary:	2023	
10/2023	/ CORR 005	3,519.73-
12/2023	/ CORR 007	202.74-
1/2024	/ CORR 008	223.59-
TOTAL		3,946.06-

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 B

Waller County MUD #35

OPERATIONS REPORT

June 10, 2024

submitted by



MUNICIPAL
DISTRICT
SERVICES

I. Billing and Collections

Connections	4/25/2024	Billed Usage	
Residential:	157	Residential:	1.09
Builder:	161	Builder:	0.309
Commercial:	0	Commercial:	0
Irrigation:	4	Irrigation:	0.393
Temporary:	2	Temporary:	0.001
Rec Center:	0	Rec Center:	0
Vacant:	4	Vacant:	0
Total Connections:	328	Final Accounts:	0.046
		Total Billed Usage:	1.839

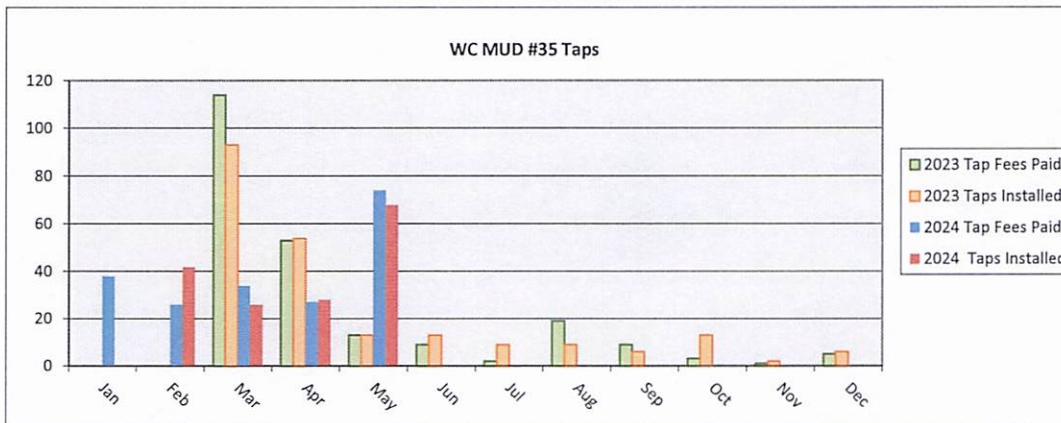
Collections as of	5/3/2024	Billing as of	4/25/2024
Penalty:	\$431.18	Penalty:	\$600.02
Water:	\$20,368.14	Water:	\$20,193.20
Sewer:	\$13,465.01	Sewer:	\$14,587.24
Deposit:	\$22,040.03	Deposit:	\$5,950.00
Inspection:	\$0.00	Backflow Annual Fee:	\$0.00
Back Charge:	\$578.68	Back Charge:	\$4,872.40
Delinquent Letter Fee	\$100.00	Inspection:	\$0.00
Inspection:	\$0.00	Rental Meter Fee:	\$300.00
Rental Meter Fee:	\$252.00	Transfer Fee:	\$920.00
Returned Pmt Fee:	\$0.00	Arrears:	\$11,250.36
Reconnect Fee:	\$0.00	Credits:	(\$650.83)
Transfer Fee:	\$591.93	Net Receivable:	\$58,022.39
Deposits Applied:	\$7,350.00		
Total Collections:	\$65,176.97		

Customer Aged Receivables

30 Day:	\$8,266.52
60 Day:	\$2,111.37
90 Day:	\$1,858.15
Overpayments:	(\$385.66)
Total Receivables:	\$11,850.38

II. Tap Activity

• Taps fees paid in the month of May:	74
• Total tap fees paid to date:	427
• Taps installed in the month of May:	68
• Total taps installed to date:	382



III. Repairs and Maintenance over \$1000

- Hydra jetted district line to clear blockage and repaired sanitary sewer line at 4704 Peony Green Dr.
- Hydra Jetted district line to clear blockage at 5097 Steady Breeze Dr.

IV. Action Items

- Authorize service termination of delinquent accounts.

Sunterra Tap Activity

As of 5/24/2024						
BUILDER	HC569 Total	HCW4 Total	HCW5 Total	WC35 Total	WC37 Total	Grand Total
		1				1
ADAMS HOMES LONE STAR LLC			54			54
ANGLIA HOMES,LP	3		1		47	51
ASHTON WOODS HOMES	25		45		119	189
BEAZER HOMES C/O RADIUSPOINT DEPT 1	103					103
BRIGHTLAND HOMES	32		85	43	29	189
CASTLEROCK COMMUNTIES	3		42		38	83
CHESMAR HOMES	1		88		33	122
COLINA HOMES			79		8	87
DAVIDSON HOMES LLC	1				81	82
DL MEACHAM CONSTRUCTION			1			1
DR HORTON	2		26	238	129	395
EHT OF TEXAS, LP			70			70
EVERGREEN LIFESTYLES MANAGEMENT/ SU			2		6	8
GBFR SUNTERRA LP	1					1
HAMILTON THOMAS HOMES			24			24
HIGHLAND HOMES			115			115
HISTORY MAKER HOMES	1		90		34	125
KA GREAT MINDS WEST LLC		1				1
KATY 1093 LTD			1			1
KB HOMES	1		1	24	112	138
LENNAR HOMES	246		112	84	106	548
LGI HOMES GROUP LLC	1				34	35
LONG LAKE, LTD	37				77	114
MILLIS DEVELOPMENT & CONSTRUCTION	1					1
NUWAY HOMES TEXAS LP	66		100		21	187
ONM LIVING			114			114
PERRY HOMES			75			75
PULTE HOMES, LP			286			286
SHAHYAN KAROWADIYA		2				2
SHEA HOMES HOUSTON LLC			76			76
STARLIGHT HOMES-HOUSTON	61					61
SUNTERRA POA	4		7		4	15
SUNTERRA POA C/O PMG HOUSTON			24	2	8	34
SUNTERRA POA INC	6			4	1	11
TRICOAST HOMES	1				20	21
TRIPLE C LANDSCAPES			3			3
WESTIN HOMES	2		32	22	49	105
Grand Total	598	4	1553	417	956	3528

Waller County MUD #35

CONFIDENTIAL REPORT

June 10, 2024

submitted by



DELINQUENT LETTER ACCOUNTS LISTING - DUE 06/10/2024

District: 20

WALLER COUNTY MUD 35

Select Status... Arrears Only

Date: 06/05/2024

Page: 1

Account	* Name	Service Address	Total Arrears	Total Current	Letter Due	Deposit
020-00326-01			114.95	104.50	230.45	250.00
020-00260-02			401.66	104.50	517.16	350.00
020-00042-01			123.15	104.50	238.65	250.00
020-00056-02			397.82	104.50	513.32	350.00
020-00190-01			90.75	104.50	206.25	250.00
020-00220-01			114.68	104.50	230.18	250.00
020-00172-01			103.45	104.50	218.95	250.00
020-00098-01			127.70	104.50	243.20	350.00
020-00122-01			115.50	104.50	231.00	250.00
020-00314-01			114.95	104.50	230.45	250.00
020-00084-01			111.54	104.50	227.04	250.00
020-00226-01			60.00	104.50	175.50	250.00
020-00242-02			251.47	204.50	466.97	350.00
020-00038-03			184.92	156.10	352.02	250.00
020-00016-01			114.95	104.50	230.45	250.00
020-00030-01			408.95	104.50	524.45	250.00
020-00104-01			114.95	104.50	230.45	250.00
020-00228-01			114.95	104.50	230.45	250.00
020-00248-01			60.00	104.50	175.50	250.00
020-00146-01			114.95	104.50	230.45	250.00
020-00044-01			114.95	104.50	230.45	250.00
020-00166-01			114.95	104.50	230.45	350.00
020-00266-01			114.95	104.50	230.45	250.00

Items Count: 23

Waller County MUD #35

CONFIDENTIAL REPORT

June 10, 2024

submitted by



DELINQUENT LETTER ACCOUNTS LISTING - DUE 06/10/2024

District: 20

WALLER COUNTY MUD 35

Select Status... Arrears Only

Date: 06/05/2024

Page: 1

Account	* Name	Service Address	Total Arrears	Total Current	Letter Due	Deposit
020-00326-01			114.95	104.50	230.45	250.00
020-00260-02			401.66	104.50	517.16	350.00
020-00042-01			123.15	104.50	238.65	250.00
020-00056-02			397.82	104.50	513.32	350.00
020-00190-01			90.75	104.50	206.25	250.00
020-00220-01			114.68	104.50	230.18	250.00
020-00172-01			103.45	104.50	218.95	250.00
020-00098-01			127.70	104.50	243.20	350.00
020-00122-01			115.50	104.50	231.00	250.00
020-00314-01			114.95	104.50	230.45	250.00
020-00084-01			111.54	104.50	227.04	250.00
020-00226-01			60.00	104.50	175.50	250.00
020-00242-02			251.47	204.50	466.97	350.00
020-00038-03			184.92	156.10	352.02	250.00
020-00016-01			114.95	104.50	230.45	250.00
020-00030-01			408.95	104.50	524.45	250.00
020-00104-01			114.95	104.50	230.45	250.00
020-00228-01			114.95	104.50	230.45	250.00
020-00248-01			60.00	104.50	175.50	250.00
020-00146-01			114.95	104.50	230.45	250.00
020-00044-01			114.95	104.50	230.45	250.00
020-00166-01			114.95	104.50	230.45	350.00
020-00266-01			114.95	104.50	230.45	250.00

Items Count: 23

Exhibit C



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

June 7, 2024

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

Re: Engineering Report
Board Meeting of June 10, 2024

Dear Directors:

This report summarizes our activities during the past month:

5a. Authorizing the design, advertisement for bids and/or award of the construction contracts or concurrence in the award of a contract for the construction of water, sanitary sewer, drainage, and/or paving facilities within the District, and authorize acceptance of a Texas Ethics Commission ("TEC") Form 1295, including:

a) Sunterra Section 47 WS&D and Paving Facilities (Brightland):

- i. Construction plans have been approved, and we are working on bid documents.

Action Item: None

b) Sunterra Section 56 WS&D and Paving Facilities (KB Home):

- i. Construction plans have been approved, and we are working on bid documents.
- ii. We will present WS&D bids at next month's meeting and paving bids in July.

Action Item: None

c) Sunterra Section 69 Paving Facilities (Astro):

- i. We received bids on May 17, 2024, for Section 69 Paving, and the lowest three bid results are below.

Allgood Construction Company, Inc.	\$1,050,199.93	60 Days
Daco Paving, Inc.	\$1,072,000.00	60 Days
HCG	\$1,133,645.40	60 Days

We recommend awarding to Allgood Construction Company, Inc.

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



QUIDDITY

d) Sunterra Section 70 WS&D and Paving Facilities (Astro):

- i. We are in the approval stage for this section.
- ii. We received bids on May 20, 2024, for Section 70 WS&D, and the lowest three bid results are below.

Fellers & Clark, LP	\$876,500.00	35 Days
Gonzalez Construction Enterprise, Inc.	\$888,635.12	40 Days
Blazey Construction Services, LLC	\$948,881.40	43 Days

We recommend awarding to Fellers & Clark, LP

- iii. We plan to receive the paving bids this month.

Action Item: Award contract to Fellers & Clark, LP

e) Sunterra Section 72 Paving Facilities (Astro):

- i. We are in the approval stage for this section.
- ii. We received bids on June 5, 2024, for Section 72 Paving, and the lowest three bid for Base Bid + Alternate 1 results are below.

Allgood Construction Company, Inc	\$940,069.99	45 Days
Hurtado Construction Company	\$958,333.88	50 Days
Daco Paving, Inc.	\$1,127,875.00	50 Days

We recommend awarding to Allgood.

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

f) Sunterra Section 74 Paving Facilities (Astro):

- i. We are in the approval stage for this section.
- ii. We plan to receive the paving bids this month.

Action Item: None

g) Sunterra Section 75 WS&D and Paving Facilities (Astro):

- i. We are in the approval stage for this section.
- ii. We received bids on May 17, 2024, for Section 75 WS&D, and the lowest three bid results are below.

Bay Utilities, LLC	\$1,164,281.80	45 Days
TexaSite, LLC	\$1,185,791.00	40 Days
Gonzalez Construction Enterprise, Inc.	\$1,186,485.67	43 Days

We recommend awarding to Bay Utilities.

- iii. We plan to receive the paving bids this month.

Action Item: Award WS&D contract to Bay Utilities, LLC.

h) Sunterra Section 76 WS&D and Paving Facilities (Astro):

- i. We are in the approval stage for the section.
- ii. We plan to receive WS&D bids later this month and we plan to bid with Section 77.

Action Item: None

i) Sunterra Section 77 WS&D and Paving Facilities (Astro):

- i. We are in the approval stage for the section.
- ii. We plan to receive WS&D bids later this month and we plan to bid with Section 76.



QUIDDITY

Action Item: None

j) Sunterra Section 78 WS&D and Paving Facilities (Astro):

- i. We are in the approval stage for the section.
- ii. We plan to receive WS&D bids later this month.

Action Item: None

5b. 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 48 WS&D Facilities (Remainder):

Original Contract Amount - \$762,758.00

Revised Contract Amount – \$750,508.00

Contractor: TexaSite, LLC

Pay Estimate No. 1: \$641,134.80

CO No. 1: -\$4,350.00

- i. We received Pay Estimate No. 2 and final in the amount of \$109,373.20 for Board's approval.

Action Item: Approval of Pay Estimate No. 2 & Final

b) Sunterra Section 48 Paving Facilities:

Original Contract Amount - \$504,737.50

Revised Contract Amount – \$470,989.84

Contractor: A&M Contractors, Inc.

Pay Estimate No. 3: \$2,610.00

CO No. 1: \$-33,747.66

- i. We received Pay Estimate No. 4 & Final in the amount of \$47,099.00 for Board's approval.

Action Item: Approval of Pay Estimate No. 4 & Final

c) Sunterra Section 53 Paving Facilities:

Original Contract Amount - \$1,169,329.43

Revised Contract Amount – \$1,119,740.71

Contractor: Allgood Construction Co., Inc.

Pay Estimate No. 4: \$42,943.60

CO No. 4: \$-4,065.00

- i. We received Pay Estimate No. 5 & Final in the amount of \$22,394.81 for Board's approval.

Action Item: Approval of Pay Estimate No. 5 & Final

d) Sunterra Section 55 WS&D Facilities:

Original Contract Amount - \$411,593.67

Revised Contract Amount – \$

Contractor: Principal Services, Ltd.

Pay Estimate No. 2: \$107,760.65

CO No. 1: \$

- i. No Pay Estimate received this month.
- ii. Contractor will begin second stage utilities next week.

Action Item: None



QUIDDITY

e) Sunterra Section 55 Paving Facilities:

Original Contract Amount - \$306,019.50

Pay Estimate No. 1: \$26,360.10

Revised Contract Amount – \$

CO No. 1: \$53,950.00 (original)

Contractor: A&M Contractors, Inc.

- i. Contractor will be complete with concrete work next week.
- ii. We received Pay Estimate No. 2 for in the amount of \$45,720.00 for Board's approval.
- iii. We received a revised Change Order No. 1 in the amount of \$32,544.25. This was for a revised quantity of unforeseen subgrade conditions, additional lime & fly ash required for stabilization, and additional manipulation of the subgrade to a greater depth than originally bid.

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

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

Original Contract Amount - \$1,517,214.37

Pay Estimate No. 1: \$139,731.00

Revised Contract Amount – \$

CO No. 1: \$

Contractor: Principal Services, Ltd.

- i. Contractor is complete with first stage utilities.
- ii. We received Pay Estimate No. 2 in the amount of \$1,165,234.76 for Board's approval.

Action Item: Approval of Pay Estimate No. 2

g) Sunterra Section 65 & 66 Paving Facilities:

Original Contract Amount - \$1,183,547.45

Pay Estimate No. 1: \$

Revised Contract Amount – \$

CO No. 1: \$

Contractor: Allgood Construction Company, Inc.

- i. Contractor is cutting streets and stabilizing the subgrade.
- ii. We received Pay Estimate No. 1 for in the amount of \$34,200.00 for Board's approval.

Action Item: Approval of Pay Estimate No. 1

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

Original Contract Amount - \$1,634,513.35

Pay Estimate No. 1: \$

Revised Contract Amount – \$

CO No. 1: \$

Contractor: Gonzalez Construction Enterprises, Inc.

- i. First stage utilities are nearing completion.

Action Item: None

i) Sunterra Section 67 & 68 Paving Facilities:

Original Contract Amount - \$1,333,862.00

Pay Estimate No. 1: \$

Revised Contract Amount – \$

CO No. 1: \$

Contractor: A&M Contractors, Inc.

- i. Contractor is ready to mobilize once 1st stage is complete.

Action Item: None



QUIDDITY

j) Sunterra Section 69 WS&D Facilities:

Original Contract Amount - \$1,199,717.70

Revised Contract Amount - \$

Contractor: R Construction Civil, LLC

Pay Estimate No. 1: \$

CO No. 1: \$

- i. Contractor is ready to begin utilities once plans are approved this week.

Action Item: None

k) Sunterra Section 71 WS&D Facilities:

Original Contract Amount - \$1,057,046.80

Revised Contract Amount - \$

Contractor: TexaSite, LLC

Pay Estimate No. 1: \$

CO No. 1: \$

- i. Contractor is mobilizing by early next week.

Action Item: None

l) Sunterra Section 72 WS&D Facilities:

Original Contract Amount - \$1,370,314.40

Revised Contract Amount - \$

Contractor: TexaSite, LLC

Pay Estimate No. 1: \$

CO No. 1: \$

- i. Contractor is mobilizing by early next week.

Action Item: None

m) Sunterra Section 73 WS&D Facilities:

Original Contract Amount - \$1,318,770.80

Revised Contract Amount - \$

Contractor: R Construction Civil, LLC

Pay Estimate No. 1: \$

CO No. 1: \$

- i. Contractor is ready to begin utilities once mass grading is completed.

Action Item: None

n) Sunterra Section 73 Paving Facilities:

Original Contract Amount - \$1,112,197.25

Revised Contract Amount - \$

Contractor: Hassell Construction Group, LLC

Pay Estimate No. 1: \$

CO No. 1: \$

- i. Contractor is ready to mobilize once 1st stage is complete.

Action Item: None

5c. Acceptance of site and/or easement conveyances for facilities constructed or to be constructed for the District:

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

5d. Review and approval of Stormwater Quality Management Plans related to construction Contracts.

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



QUIDDITY

5e. Status of acceptance by Waller County of Streets for maintenance; authorize any action required in connection therewith.

- a) **Sunterra Sec 46:** 1-year inspection has been requested.
- b) **Sunterra Sec 49:** 1-year inspection has occurred and punchlist has been created.
- c) **Sunterra Sec 50:** 1-year inspection has occurred and punchlist has been created. Contractor is working on warranty work. Non-warranty proposal is \$3,301.00. **The contractor is working on the punchlist items.**

5f. Status of the Summary of Costs for Series 2024 WS&D Bonds and BAN.

- a) **We received comments from the TCEQ and are working to address in order to receive the draft Memo and Order.**

5g. Status of the Summary of Costs for Series 2025 WS&D Bonds and BAN and 2024 Road Bond.

- a) **2024 Road Bond:** Draft Summary of Cost is being worked on.
- b) **2025 WS&D Bond w/ BAN:** We have begun preparing the draft Summary of Cost and bond report. We are awaiting final bond values to complete the full draft.

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

Sincerely,

Blair M. Bozoarh, PE

Enclosures

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

BMB/

K:\17165\17165-0900-00 WCMUD No. 35 General Consultation- 2021\Meeting Files\Status Reports\2024\06 - June\WALLER COUNTY MUD NO. 35 ENGINEERING REPORT.docx

Exhibit D

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



June 10, 2024

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

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

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

- Terms and Conditions Addendum

Summary Scope of Services

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

Waller County Municipal Utility District No. 35

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

6/10/2024

Scope of Services

The following apply for all services:

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

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

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

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

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

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

Scope of Services – Agreed-Upon Procedure Services

We will apply the agreed-upon procedures described below to statements submitted by the developers for costs paid or incurred on behalf of Waller County Municipal Utility District No. 35 (the District). This engagement is solely to assist you in determining amounts to be paid by the District to the developers from the proceeds of the District's Series 2024 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 2024 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.
23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take

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

TECHNOLOGY

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

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

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, other than in connection with Our audit report or other deliverables, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
31. **Network.** Forvis Mazars is a Delaware limited liability partnership and an independent member of Forvis Mazars Global, Ltd., a leading global professional services network. Forvis Mazars Global, Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.
34. **Representations.** (a) As required by Chapter 2271, Government Code, We represent that We, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Us, do not boycott Israel and will not boycott Israel through the term of this engagement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- (b) Pursuant to Chapter 2252, Texas Government Code, We represent and certify that, at the time of execution of this contract, neither We, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
- (c) To the extent the engagement to which this Terms and Conditions Addendum is attached has a value of \$100,000 or more, pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, We hereby verify that We, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Us, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.
- (d) To the extent the engagement to which this Terms and Conditions Addendum is attached has a value of \$100,000 or more, pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, We hereby verify that We, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Us: (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. As used in the foregoing verifications, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Forvis Mazars, LLP
 Houston, TX United States

Certificate Number:
 2024-1171770

Date Filed:
 06/06/2024

Date Acknowledged:

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.

06102024

Agreed upon procedures engagement relative to the District's 2024 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 10th day of JUNE, 20 24.
 (month) (year)

Brian K. Krueger

Signature of authorized agent of contracting business entity
 (Declarant)

Exhibit E



June 10, 2024

Board of Directors
Waller County Municipal Utility District No. 35
c/o Swartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 2500
Houston, TX 77056

Attention: Cristina Cole

RE: *Landscape Architect Report - Construction of Landscape Improvements in Sunterra – Board Meeting of June 10, 2024*

Dear Directors:

This report summarizes our activities to date regarding the development of landscape open space projects for the Sunterra Development.

Landscape architecture matters, including authorize design of facilities, approve plans and specifications, authorize advertisement for bids, review bids and award contracts, approve pay estimates and change orders, and authorize final acceptance of projects, if appropriate, for the following:

1. Section 49-50 Hardscape, Landscape, and Irrigation

Triple E Landscapes – Substantially Complete

ACTION ITEMS-

- a. Approve Pay Application #9 - \$8,712.51

2. Sunterra Phase 8 Projects Updates

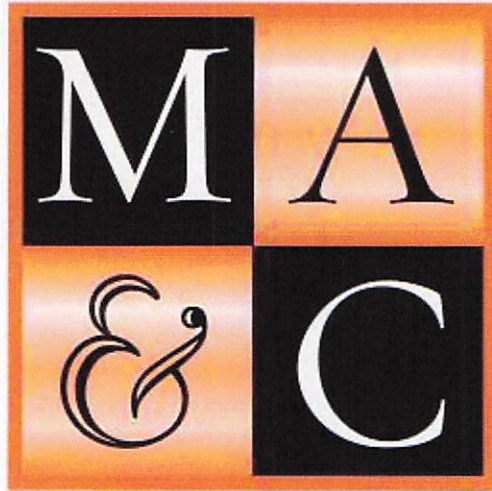
- a. Ponds Q, T, S, & R – 50% CDs – Estimated Advertise for Bid 6/25/2024
- b. Bartlett Road Sections 6 & 7 – 75% DDs – Estimated Advertise for Bid – 7/22/2024
- c. Section 69 – 75% DDs – Estimated Advertise for Bid - 7/22/2024
- d. Section 71 – 75% DDs – Estimated Advertise for Bid - 7/22/2024
- e. Sections 72-73 - 75% DDs – Estimated Advertise for Bid - 7/31/2024
- f. Sections 74-75 - 75% DDs – Estimated Advertise for Bid - 7/31/2024
- g. Stockdick Rd Section 6 & 7 – 50% SD
- h. Sections 70 & 76 – Estimated SD – 7/2024
- i. Beckendorff Rd – Estimated SD – 8/2024
- j. Section 77-78 – Estimated SD – 8/2024

Please contact me at (346-433-8025) or david.daughtry@kimley-horn.com should you have any questions.

Sincerely,

David Daughtry, ASLA

Exhibit F



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | June 10, 2024

Waller County Municipal Utility District No. 35



WEBSITE

www.municipalaccounts.com



ADDRESS

1281 Brittmoore Road
Houston, Texas 77043



CONTACT

Phone: 713.623.4539
Fax: 713.629.6859

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Waller County Municipal Utility District No. 35

BOOKKEEPER'S REPORT | 06/10/2024



Spotlight On Property Tax Revenues

The majority of Special Purpose Districts levy at least two different tax rates: Maintenance & Operations and Debt Service. Other tax rates may include Road, Park, Fire, Contract Debt and Contract Maintenance taxes. Many people wonder what these revenues can be used for, if there are restrictions on them, and if so, what are they?

General Operating Fund Tax Revenues (Maintenance & Operations, Contract Maintenance taxes)

2019	N/A
2020	N/A
2021	N/A
2022	N/A
2023	\$180,083

Tax Rates

M&O	Tax Year	Debt Service
N/A	2018	N/A
N/A	2019	N/A
N/A	2020	N/A
N/A	2021	N/A
\$1.50	2022	\$0.00

Debt Service Fund Tax Revenues

(Unlimited Tax Revenue, WS&D, Road, Park, Fire & Contract Debt taxes)

2019	N/A
2020	N/A
2021	N/A
2022	N/A
2023	N/A

General Operating Fund Tax Revenues are to be used for expenses related to the Operations of the District. Surplus tax funds can be used freely for Operations, however use of these funds towards non-operational expenses may require TCEQ authorization.

Debt Service Tax Revenues are restricted and can only be used to pay down the Principal and Interest of the District Bonds, or to pay the Districts share of other debt through Debt Contract Taxes. Districts are required to have enough funds to cover yearly payments plus a quarter of next year's requirements. As the outstanding debt obligation decreases, so can the Debt Service tax rate needed to generate those collections.

Account Balance | As of 06/10/2024

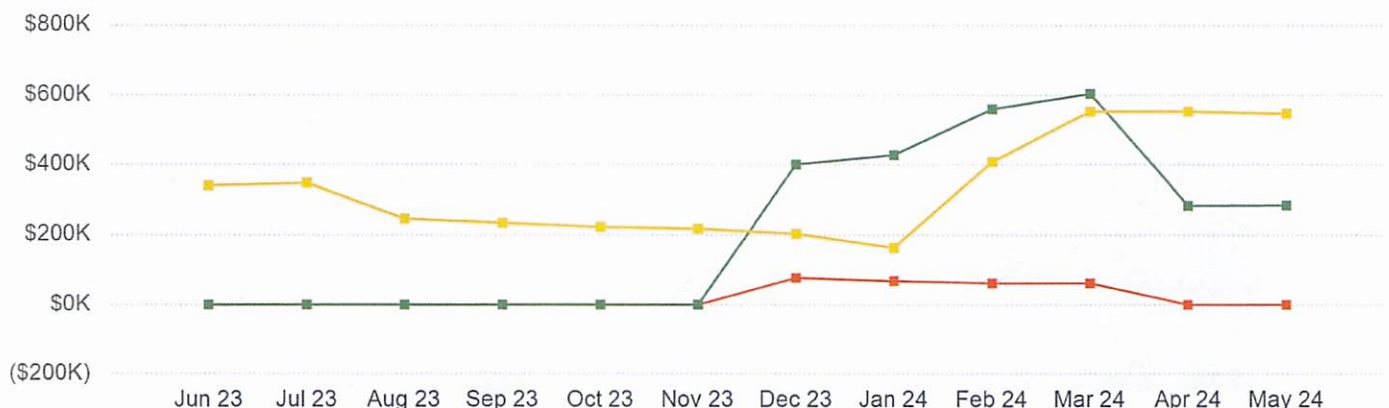
General Operating
\$409,253

Capital Projects
\$509

Debt Service
\$284,844

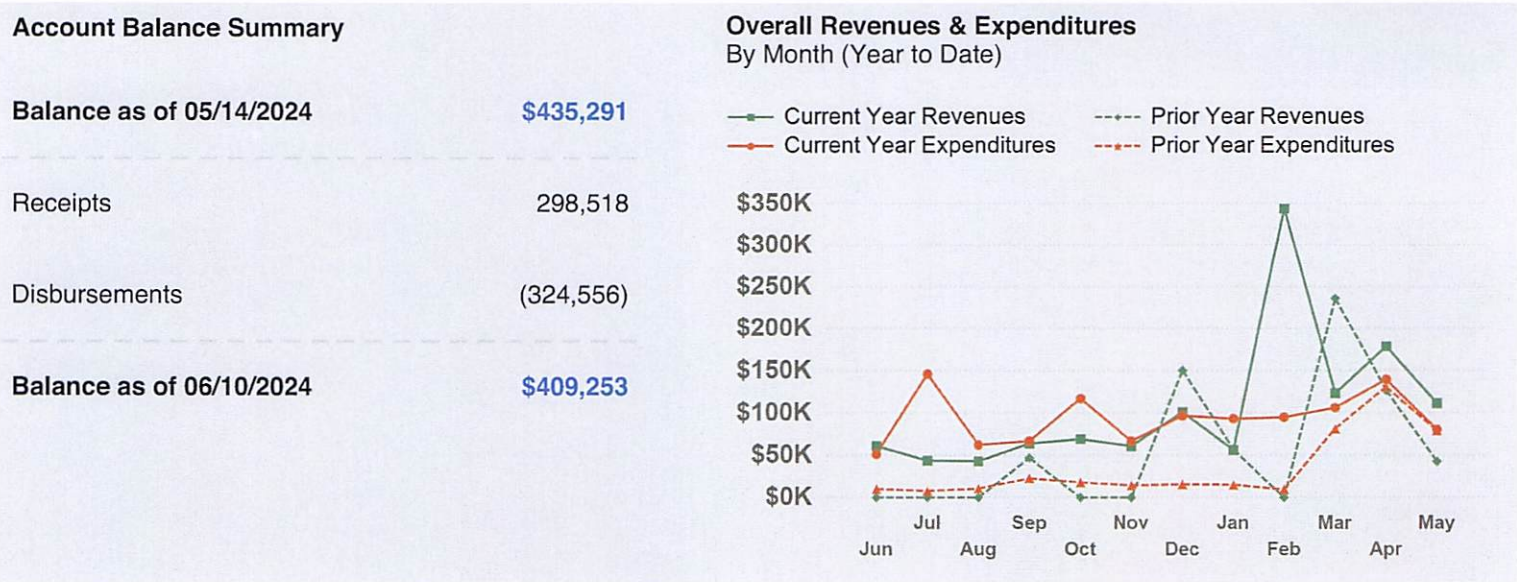
Total For All Accounts: \$694,606

Account Balance By Month | June 2023 - May 2024

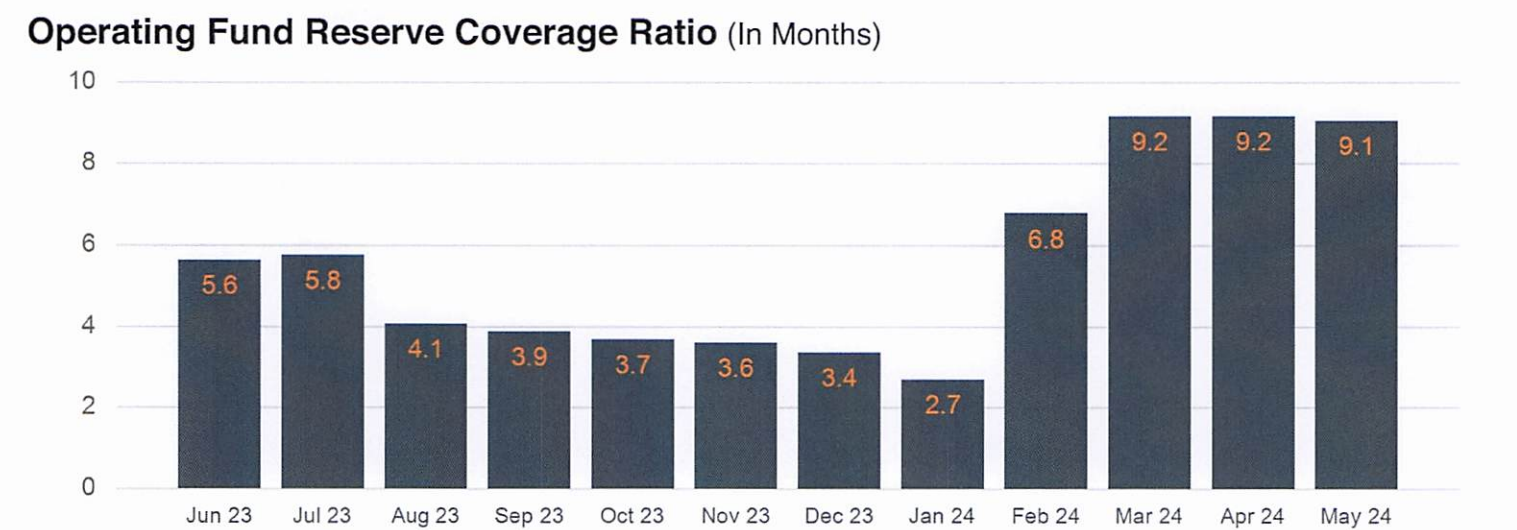


Monthly Financial Summary - General Operating Fund

Waller County MUD No. 35 - GOF



May 2024			June 2023 - May 2024 (Year to Date)		
Revenues			Revenues		
Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)
\$111,048	\$53,446	\$57,602	\$1,254,488	\$857,320	\$397,168
Expenditures			Expenditures		
Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)
\$80,269	\$59,988	\$20,281	\$1,119,392	\$724,716	\$394,676



Cash Flow Report - Checking Account

Waller County MUD No. 35 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 05/14/2024				\$16,074.69
Receipts				
	Transfer from Operator		185,420.24	
Total Receipts				\$185,420.24
Disbursements				
1236	Anchor Construction & Mgmt	Customer Refund	(2,421.40)	
1237	Best Trash	Garbage Expense	(3,736.60)	
1238	Harris-Waller Co. MUD 4	Connection Fees & Mowing Expense	(58,665.66)	
1239	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(5,216.51)	
1240	Municipal District Services, LLC	Maintenance & Repairs	(37,004.94)	
1241	On-Site Protection, LLC	Security Expense	(5,494.18)	
1242	Quiddity Engineering, LLC	Engineering Fees	(6,574.15)	
1243	Schwartz, Page & Harding, L.L.P.	Legal Fees	(14,869.25)	
1244	Silt Solutions, Inc.	Stormwater Prevention Plan	(3,990.00)	
1245	Water Utility Services Inc.	Laboratory Expense	(60.00)	
Fees	Central Bank	Service Fee	(20.00)	
HR&P	Victoria Battistini.	Fees of Office 05/13/2024	(237.76)	
HR&P	Daniel Feiler.	Fees of Office 05/13/2024	(217.50)	
HR&P	Tiffani Walker.	Fees of Office 05/13/2024	(230.90)	
HR&P	Ryan Ward.	Fees of Office 05/13/2024	(206.78)	
HR&P	United States Treasury	Payroll Taxes	(135.20)	
HR&P	HR&P	Payroll Administration Fee	(50.00)	
Total Disbursements				(\$139,130.83)
Balance as of 06/10/2024				\$62,364.10

Cash Flow Report - Operator Account
Waller County MUD No. 35 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 05/14/2024				\$117,762.62
Receipts				
	Accounts Receivable		22,821.42	
	Accounts Receivable		5,700.69	
	Tap Connections		4,955.00	
	Tap Connections		43,326.00	
	Tap Connections		17,724.00	
	Tap Connections		7,596.00	
	Tap Connections		9,628.00	
Total Receipts				\$111,751.11
Disbursements				
Fees	Central Bank	Service Fee	(5.00)	
Sweep	Central Bank	Transfer to Checking Account	(185,420.24)	
Total Disbursements				(\$185,425.24)
Balance as of 06/10/2024				\$44,088.49

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



		May 2024			June 2023 - May 2024			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	13,663	12,313	1,350	238,064	123,120	114,944	123,120
14105	Connection Fees	485	0	485	485	0	485	0
14106	Transfer Fees	739	0	739	7,738	0	7,738	0
Total Water Revenue		14,887	12,313	2,574	246,287	123,120	123,167	123,120
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	4,915	8,208	(3,293)	116,428	102,600	13,828	102,600
14203	Wastewater Inspection Fees	0	4,500	(4,500)	0	54,000	(54,000)	54,000
Total Wastewater Revenue		4,915	12,708	(7,793)	116,428	156,600	(40,172)	156,600
Property Tax Revenue								
14301	Maintenance Tax Collections	0	0	0	261,215	236,500	24,715	236,500
Total Property Tax Revenue		0	0	0	261,215	236,500	24,715	236,500
Tap Connection Revenue								
14501	Tap Connections	83,229	16,223	67,007	491,518	194,670	296,848	194,670
14502	Inspection Fees	427	6,953	(6,526)	56,540	83,430	(26,890)	83,430
Total Tap Connection Revenue		83,656	23,175	60,481	548,058	278,100	269,958	278,100
Administrative Revenue								
14702	Penalties & Interest	1,244	250	994	15,140	3,000	12,140	3,000
Total Administrative Revenue		1,244	250	994	15,140	3,000	12,140	3,000
Interest Revenue								
14801	Interest Earned on Checking	0	0	0	235	0	235	0
14802	Interest Earned on Temp. Invest	1,347	0	1,347	7,126	0	7,126	0
Total Interest Revenue		1,347	0	1,347	7,360	0	7,360	0
Developer Advance								
14902	Sunterra POA Contribution	5,000	5,000	0	60,000	60,000	0	60,000
Total Developer Advance		5,000	5,000	0	60,000	60,000	0	60,000
Total Revenues		111,048	53,446	57,602	1,254,488	857,320	397,168	857,320

Expenditures

Water Service

16102 Operations - Water	1,161	2,500	(1,339)	5,620	30,000	(24,380)	30,000
16104 Purchase Water / JWP	0	9,283	(9,283)	153,366	92,835	60,531	92,835
16105 Maintenance & Repairs - Water	6,177	2,083	4,094	67,608	25,000	42,608	25,000
16108 Laboratory Expense - Water	0	0	0	240	0	240	0
16111 Reconnection Expense	208	0	208	208	0	208	0
16112 Disconnection Expense	475	0	475	475	0	475	0

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



May 2024				June 2023 - May 2024			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures							
Water Service							
16113 Transfer Expense	1,738	0	1,738	14,251	0	14,251	0
16117 TCEQ Regulatory Expense - Water	0	0	0	366	0	366	0
Total Water Service	9,759	13,866	(4,107)	242,135	147,835	94,300	147,835
Wastewater Service							
16202 Operations - Wastewater	384	2,500	(2,116)	3,265	30,000	(26,735)	30,000
16203 Wastewater Inspection Expense	2,641	750	1,891	10,672	9,000	1,672	9,000
16204 Purchase Wastewater Service	0	7,736	(7,736)	153,366	92,835	60,531	92,835
16205 Maint & Repairs - Wastewater	7,165	0	7,165	7,165	0	7,165	0
16217 TCEQ Regulatory Exp-Wastewater	0	0	0	366	0	366	0
Total Wastewater Service	10,191	10,986	(796)	174,834	131,835	42,999	131,835
Garbage Service							
16301 Garbage Expense	3,737	3,690	47	18,444	44,280	(25,836)	44,280
Total Garbage Service	3,737	3,690	47	18,444	44,280	(25,836)	44,280
Storm Water Quality							
16401 SWQ Management	3,990	0	3,990	10,790	0	10,790	0
16403 Detention Pond Maintenance	0	1,664	(1,664)	84,782	19,970	64,812	19,970
Total Storm Water Quality	3,990	1,664	2,326	95,572	19,970	75,602	19,970
Tap Connection							
16501 Tap Connection Expense	7,205	7,725	(520)	150,782	92,700	58,082	92,700
16502 Inspection Expense	8,974	2,250	6,724	47,167	27,000	20,167	27,000
Total Tap Connection	16,179	9,975	6,204	197,949	119,700	78,249	119,700
Administrative Service							
16703 Legal Fees	14,252	8,333	5,919	108,234	100,000	8,234	100,000
16705 Auditing Fees	0	0	0	14,500	12,500	2,000	12,500
16706 Engineering Fees	4,074	2,083	1,991	40,538	25,000	15,538	25,000
16709 Election Expense	0	0	0	1,253	0	1,253	0
16711 Insurance & Surety Bond	0	0	0	3,022	5,800	(2,779)	5,800
16712 Bookkeeping Fees	5,024	2,240	2,784	43,104	32,000	11,104	32,000
16713 Publication Expense (SB622)	0	42	(42)	0	500	(500)	500
16714 Printing & Office Supplies	473	267	206	7,028	3,200	3,828	3,200
16715 Filing Fees	2	42	(40)	865	500	365	500
16716 Delivery Expense	33	358	(325)	2,417	4,300	(1,883)	4,300
16717 Postage	236	8	228	2,033	100	1,933	100
16718 Meeting Expense	479	0	479	6,002	0	6,002	0
16722 Bank Service Charge	25	0	25	265	0	265	0
16723 Travel Expense	83	83	0	1,216	1,000	216	1,000

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



	May 2024			June 2023 - May 2024			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures							
Administrative Service							
16728 Record Storage Fees	10	0	10	120	0	120	0
Total Administrative Service	24,692	13,457	11,235	230,595	184,900	45,695	184,900
Security Service							
16801 Security Expense	5,494	5,000	494	55,936	60,000	(4,064)	60,000
Total Security Service	5,494	5,000	494	55,936	60,000	(4,064)	60,000
Payroll Expense							
17101 Payroll Expenses	884	750	134	10,103	9,000	1,103	9,000
17102 Payroll Administration	50	50	0	650	600	50	600
17103 Payroll Tax Expense	68	83	(16)	773	1,000	(227)	1,000
Total Payroll Expense	1,002	883	118	11,526	10,600	926	10,600
Other Expense							
17802 Miscellaneous Expense	5,226	466	4,760	9,900	5,596	4,304	5,596
17805 Contract Tax Payment	0	0	0	77,702	0	77,702	0
Total Other Expense	5,226	466	4,760	87,602	5,596	82,006	5,596
Total Expenditures	80,269	59,988	20,281	1,114,592	724,716	389,876	724,716
Total Revenues (Expenditures)	30,779	(6,542)	37,321	139,896	132,604	7,292	132,604
Other Expenditures							
Bond Expense							
17701 Bond Issuance Expense	0	0	0	4,800	0	4,800	0
Total Bond Expense	0	0	0	4,800	0	4,800	0
Total Other Expenditures	0	0	0	4,800	0	4,800	0
Total Other Revenues (Expenditures)	0	0	0	(4,800)	0	(4,800)	0
Excess Revenues (Expenditures)	30,779	(6,542)	37,321	135,096	132,604	2,492	132,604

Balance Sheet as of 05/31/2024

Waller County MUD No. 35 - GOF



Assets	
Bank	
11101 Cash in Bank	\$200,397
11102 Operator	44,088
Total Bank	\$244,485
Investments	
11201 Time Deposits	\$302,800
Total Investments	\$302,800
Receivables	
11301 Accounts Receivable	\$54,566
11303 Maintenance Tax Receivable	68
Total Receivables	\$54,633
Interfund Receivables	
11401 Due From Capital Projects	\$65,825
11403 Due From Tax Account	30,083
11406 Due from Sunterra POA	10,000
Total Interfund Receivables	\$105,909
Prepays	
11701 Prepaid Insurance	\$2,520
Total Prepays	\$2,520
Total Assets	\$710,347
Liabilities & Equity	
Liabilities	
Accounts Payable	
12101 Accounts Payable	\$140,611
Total Accounts Payable	\$140,611
Deferrals	
12501 Tap Connection Fees Advance	\$40,020
12502 Deferred Inflows Property Taxes	68
Total Deferrals	\$40,088
Deposits	
12601 Customer Meter Deposits	\$169,195
Total Deposits	\$169,195
Total Liabilities	\$349,893
Equity	
Unassigned Fund Balance	
13101 Unassigned Fund Balance	\$225,358
Total Unassigned Fund Balance	\$225,358
Net Income	\$135,096
Total Equity	\$360,454

Balance Sheet as of 05/31/2024

Waller County MUD No. 35 - GOF



Total Liabilities & Equity

\$710,347

Monthly Financial Summary - Capital Projects Fund

Waller County MUD No. 35 - CPF



Account Balance Summary

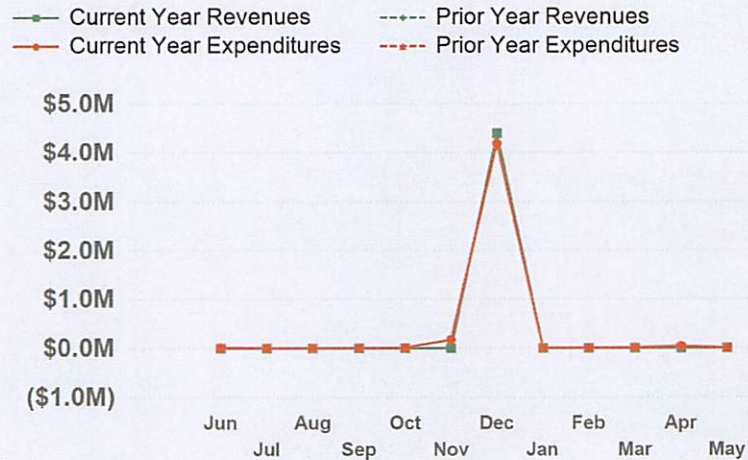
Balance as of 05/14/2024 \$510

Receipts 8

Disbursements (9)

Balance as of 06/10/2024 \$509

Overall Revenues & Expenditures By Month (Year to Date)



Account Balance By Month | June 2023 - May 2024



Cash Flow Report - Checking Account

Waller County MUD No. 35 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 05/14/2024				\$510.00
Receipts				
	Transfer from Money Market		4.08	
Total Receipts				\$4.08
Disbursements				
Fee	Central Bank	Service Fee	(5.00)	
Total Disbursements				(\$5.00)
Balance as of 06/10/2024				\$509.08

District Debt Summary as of 06/10/2024

Waller County MUD No. 35 - DSF



		WATER, SEWER, DRAINAGE	PARK/ROAD/OTHER	REFUNDING
Total \$ Authorized		Authorized	Authorized	Authorized
\$487.16M		\$290.91M	\$196.25M	\$487.16M
Total \$ Issued		Issued	Issued	Issued
\$4.21M		N/A	\$4.21M	N/A
Yrs to Mat	Rating	\$ Available To Issue	\$ Available To Issue	\$ Available To Issue
25	AA	\$290.91M	\$192.04M	\$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
2023 - Road	\$4,210,000	2049	\$4,210,000
Total	\$4,210,000		\$4,210,000

District Debt Schedule
Waller County MUD No. 35 - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2023 - Road	\$0.00	\$106,703.13	\$106,703.13
Total Due 09/01/2024		\$0.00	\$106,703.13	\$106,703.13

Paying Agent	Series	Principal	Interest	Total
Bank of New York	2023 - Road	\$0.00	\$106,703.13	\$106,703.13
Total Due 03/01/2025		\$0.00	\$106,703.13	\$106,703.13

Investment Profile as of 06/10/2024

Waller County MUD No. 35

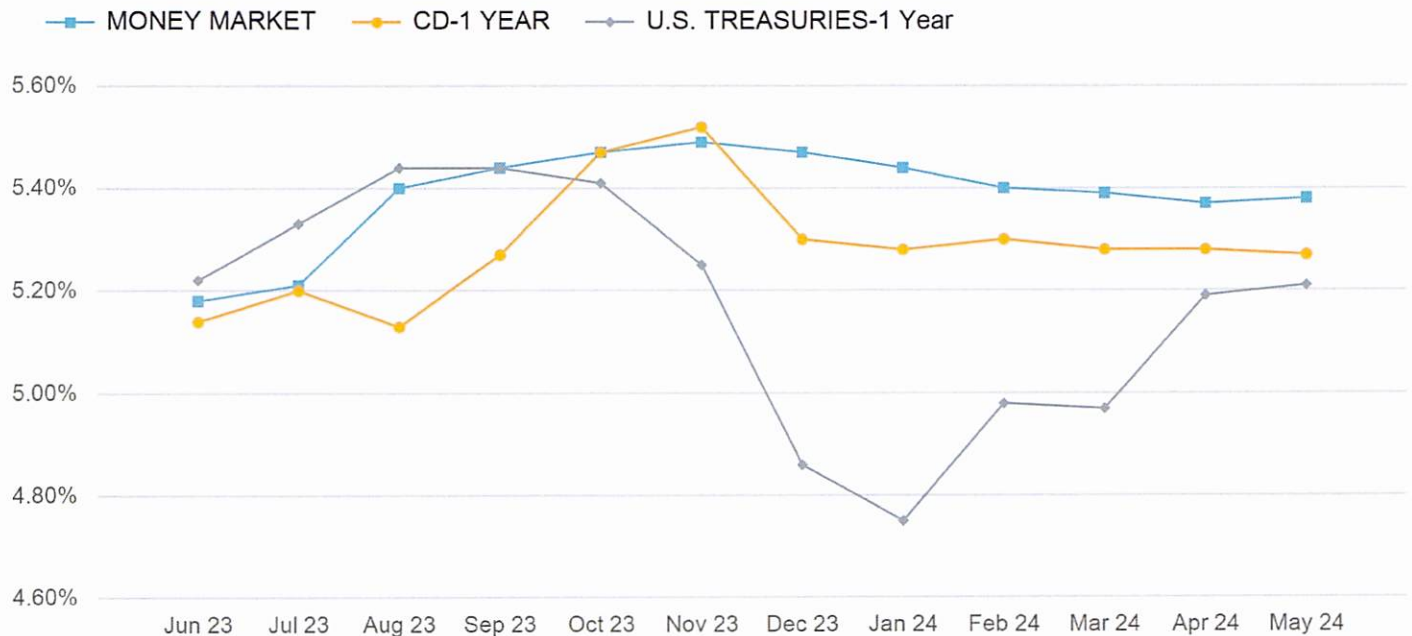


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$409,253	Funds Available to Invest \$509	Funds Available to Invest \$284,844	Funds Available to Invest N/A
Funds Invested \$302,800	Funds Invested \$0	Funds Invested \$284,844	Funds Invested N/A
Percent Invested 74%	Percent Invested 0%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	5.38%	180 Days	5.39%	180 Days	5.37%
		270 Days	5.32%	270 Days	5.37%
		1 Yr	5.27%	1 Yr	5.16%
		13 Mo	5.11%	13 Mo	N/A
		18 Mo	4.41%	18 Mo	5.16%
		2 Yr	2.11%	2 Yr	4.86%

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

Investment Rates Over Time (By Month) | June 2023 - May 2024



Account Balance as of 06/10/2024

Waller County MUD No. 35 - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0001)	07/12/2023		5.43%	302,800.41	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX3679)			0.00%	62,364.10	Checking Account
CENTRAL BANK - CHECKING (XXXX8697)			0.00%	44,088.49	Operator
Totals for General Operating Fund				\$409,253.00	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Checking Account(s)					
CENTRAL BANK (XXXX2120)			0.00%	509.08	Cash In Bank
Totals for Capital Projects Fund				\$509.08	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0002)	11/09/2023		5.43%	2,761.25	Contract Tax
TEXAS CLASS (XXXX0006)	11/30/2023		5.43%	282,082.34	Road
Checking Account(s)					
BBVA USA (XXXX1100)			0.00%	0.00	Cash In Bank
Totals for Debt Service Fund				\$284,843.59	
Grand Total for Waller County MUD No. 35 :				\$694,605.67	

Exhibit G



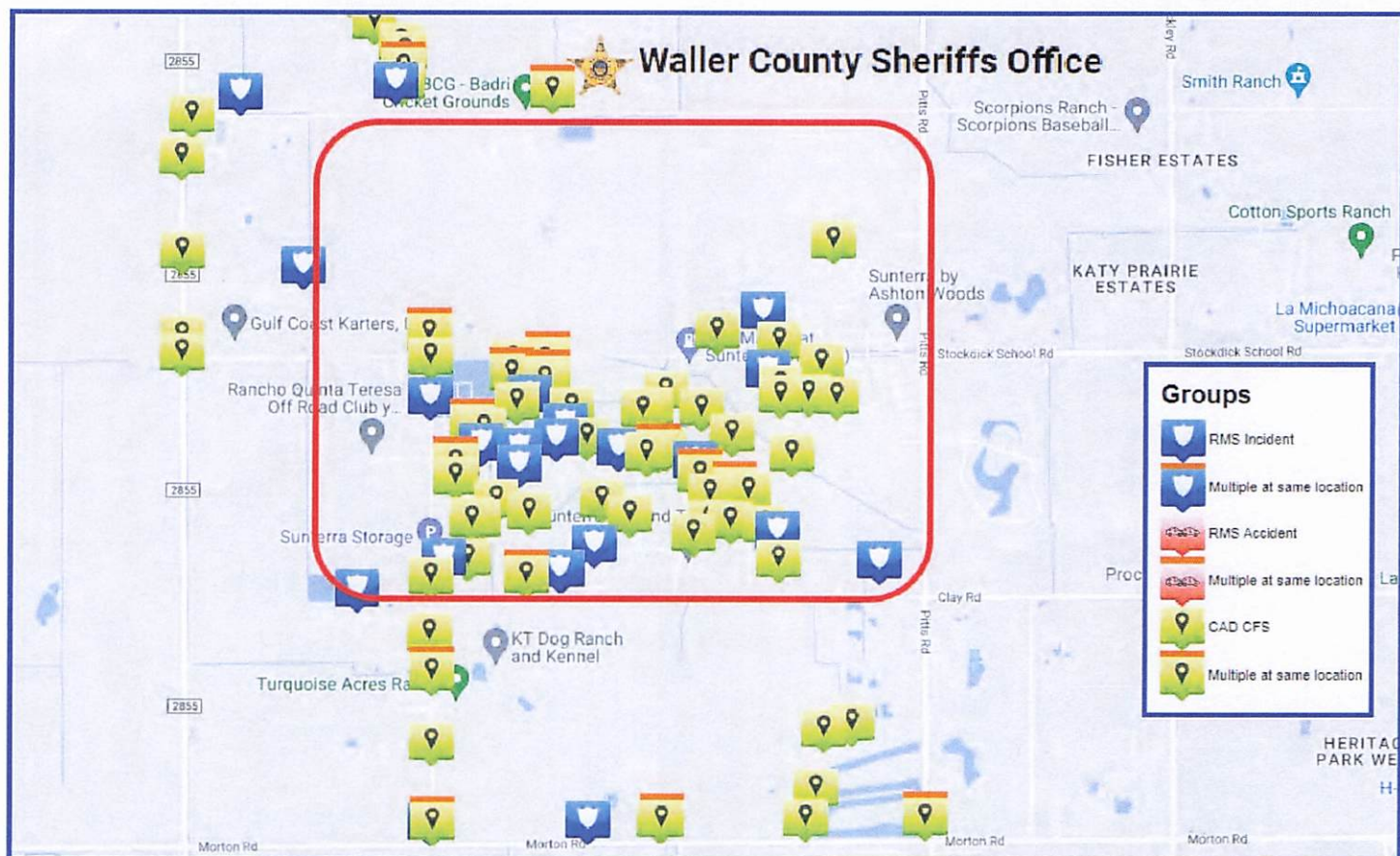
ON-SITE
PROTECTION LLC

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

May 2024

- The rate of reported theft **remained the same (high)** for the month of May
- Spotter activity during the day and **night** was consistent. Several were stopped and identified. (See photos)
- Time of offenses has continued to occur during the mid / late afternoon and evening hours during the during of the week. Appliance theft has been happening during the nighttime hours.
- Appliance and material theft remains a problem for homes under construction. We are having an issue with the builders (or workers) leaving the homes opened during the night, as if to invite the illegal removal of appliances.
- Deputies are continuing to patrol the northern section more closely due to a request from builders complaining about increased material/ appliance theft.
- Builders are refusing to commit to filing charges against the suspects we have caught in the act. Move evidence of this in the next report.

Waller County Sheriffs Office

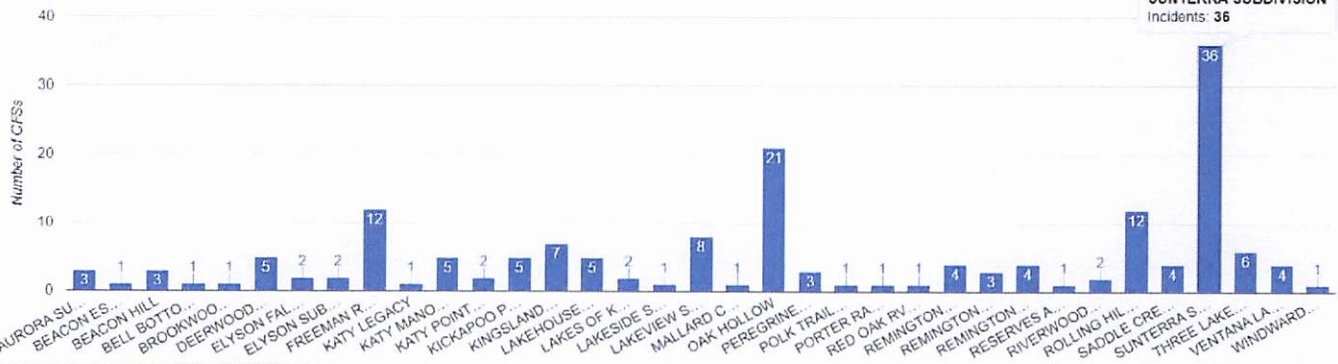


GeoArea: 5/1/2024 - 5/31/2024



Waller County Sheriffs Office

SUNTERRA SUBDIVISION
Incidents: 36



Incidents between 05/01/2024 and 05/31/2024

DISTANCE	RECORD	DATE	LOCATION	INC TYPE	RECORD TYPE
636.77579495727	2400769	05/20/2024	4965 ALMOND TERRACE DR Katy	220 - BURGLARY OF BUILDING	Incident
2588.8518980079	2400711	05/08/2024	2532 SEASHORE CREEK DR Katy	220 - BURGLARY OF BUILDING	Incident
2739.4212179186	2400768	05/20/2024	3268 VODA BEND Katy	220 - BURGLARY OF BUILDING	Incident
2753.1509715061	2400767	05/20/2024	3264 VODA BEND Katy	220 - BURGLARY OF BUILDING	Incident
4275.9752495428	2400712	05/08/2024	1005 WESTERN ROSE DR katy	220 - BURGLARY OF VEHICLES	Incident

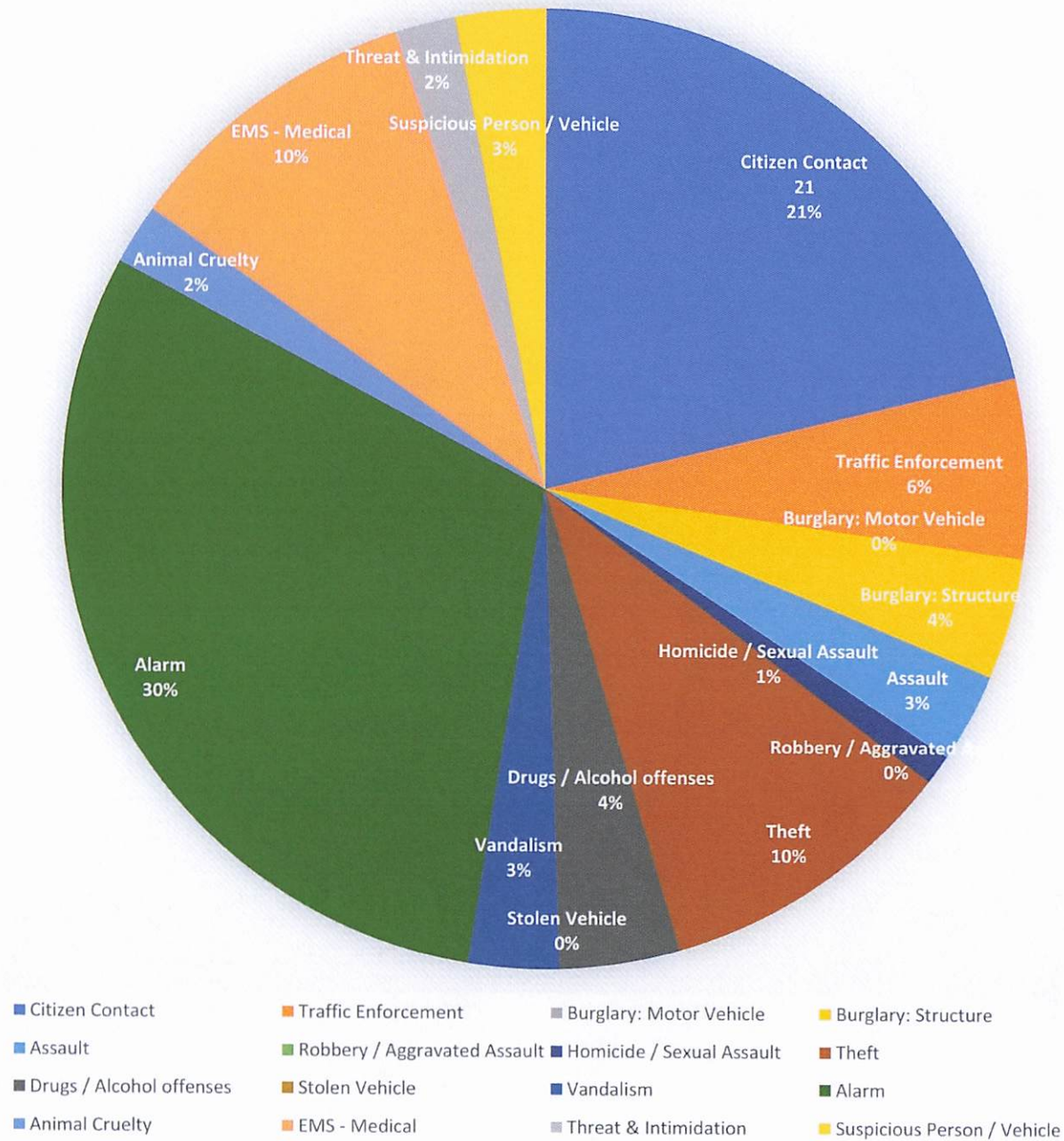
Incidents between 05/01/2024 and 05/31/2024

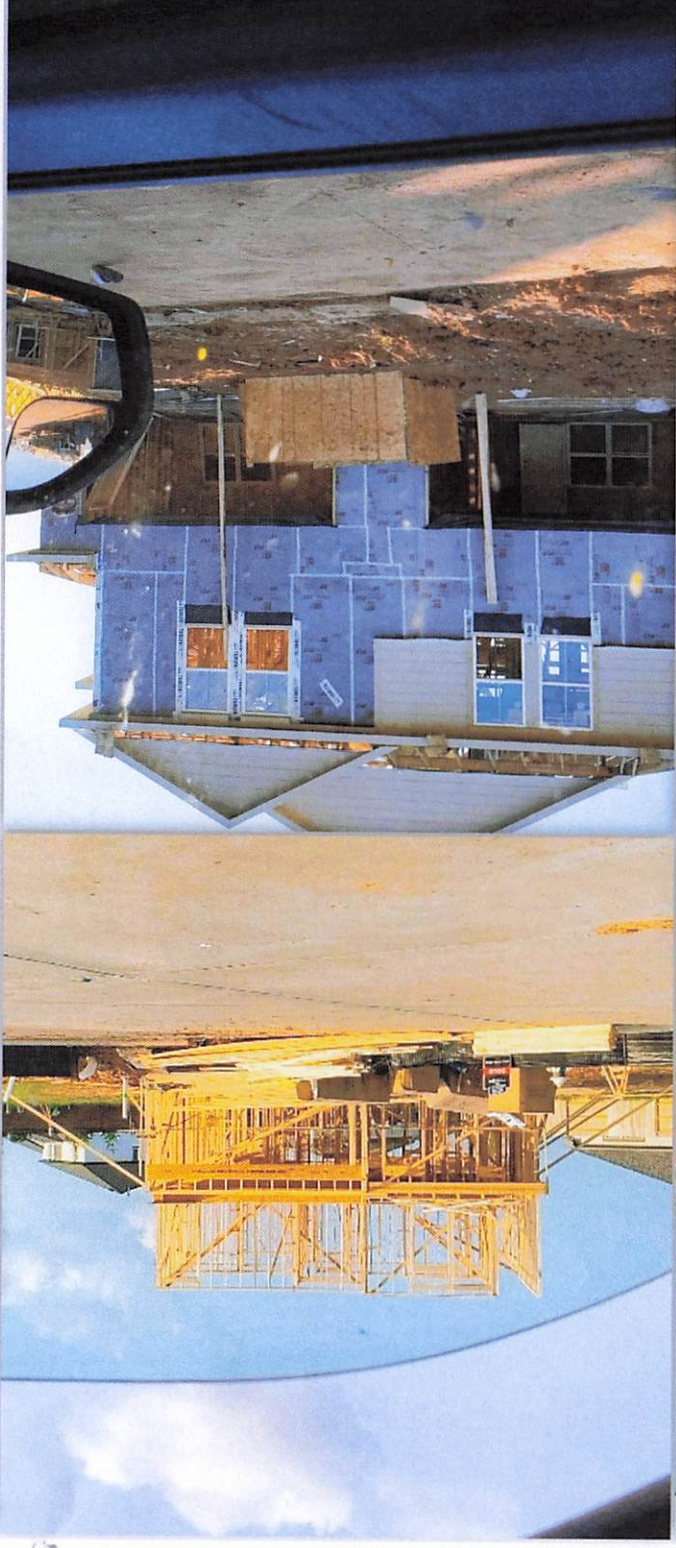
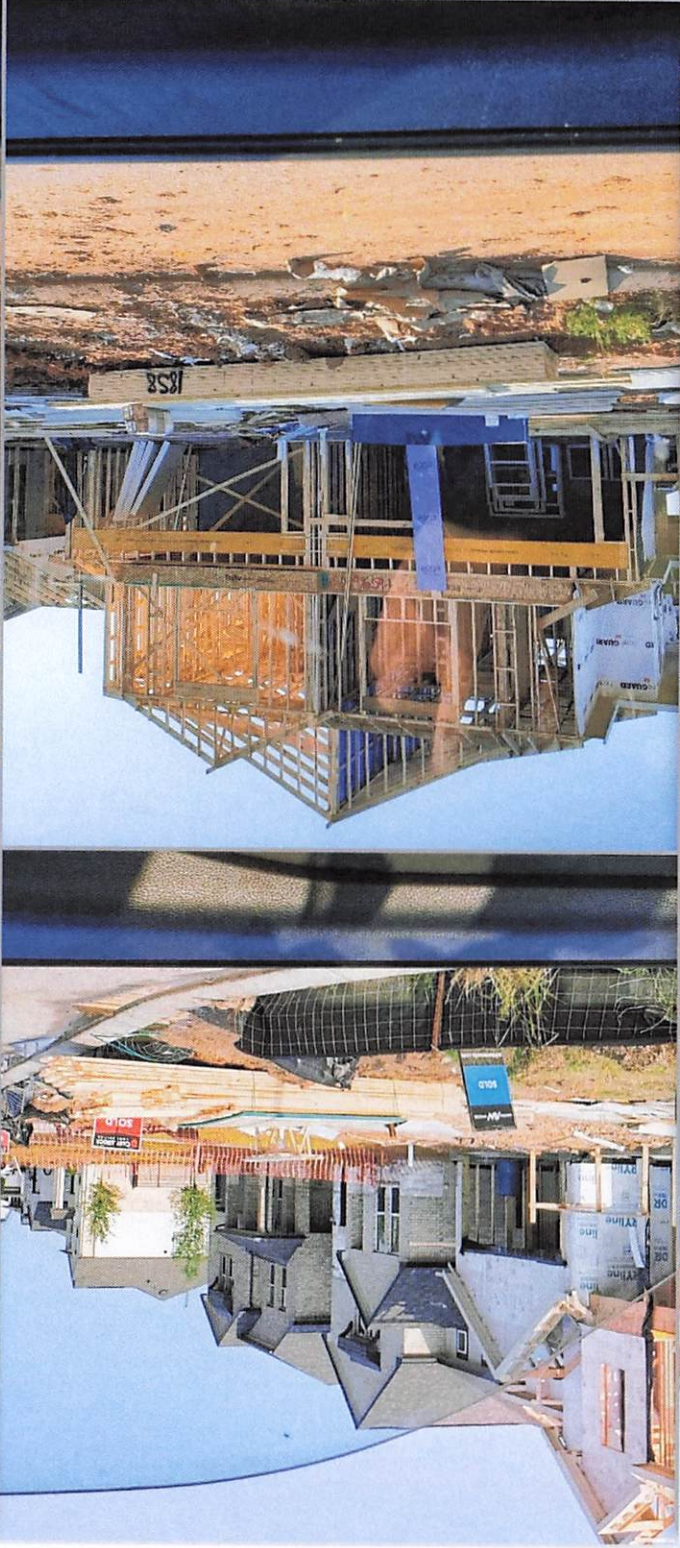
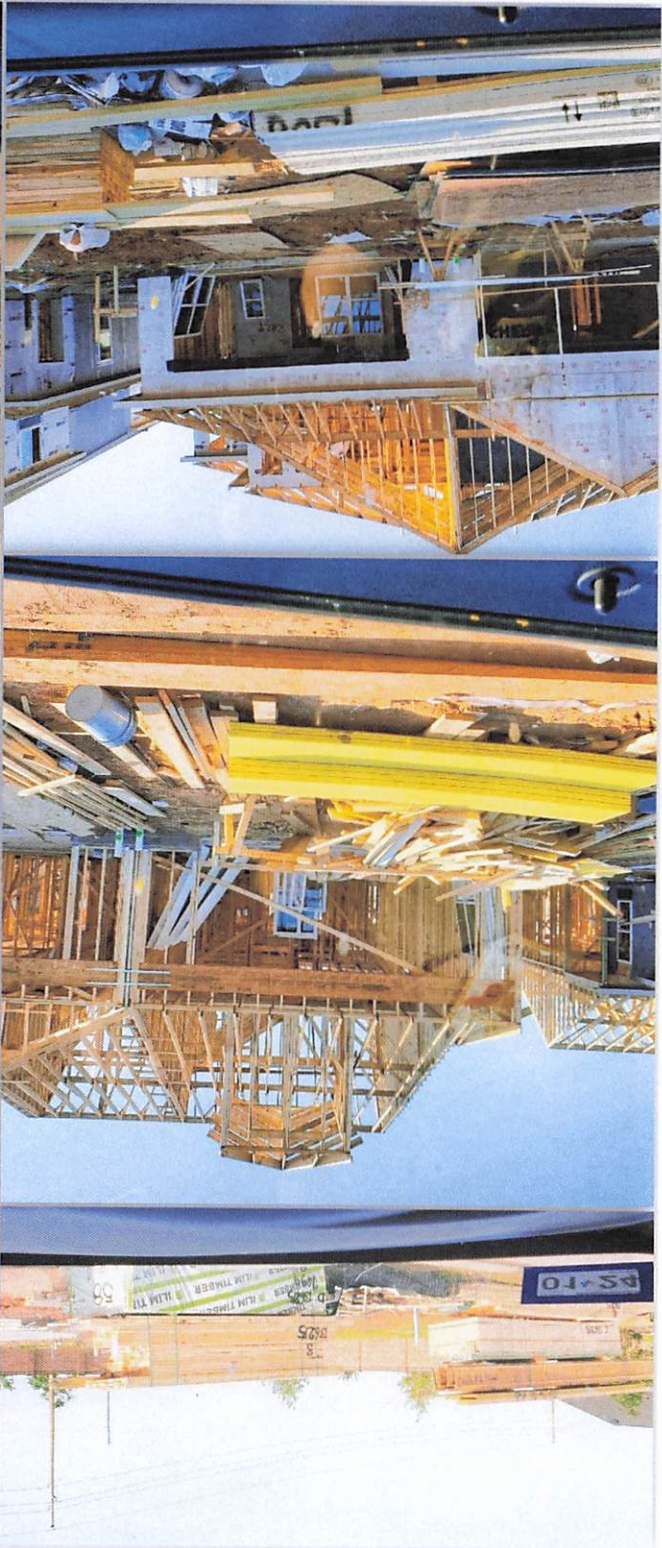


Waller County Sheriffs Office

DISTANCE	RECORD	DATE	LOCATION	INC TYPE	RECORD TYPE
2252.8671754009	2400684	05/02/2024	2508 NEWPORT BREEZE DR WALLER COUNTY	23H - THEFT PROP >=\$750-\$2,500	Incident
2264.614237023	2024018426	05/07/2024	1232 SUMMER BEND DR WALLER COUNTY	THEFT	CAD CFS
2339.2213728806	2400706	05/06/2024	2508 DANA POINT DR WALLER COUNTY	23H - THEFT PROP >=\$750-\$2,500	Incident
2339.2213728806	2024018324	05/07/2024	2508 DANA POINT DR WALLER COUNTY	THEFT	CAD CFS
2477.241778844	2400770	05/20/2024	3233 ISABELLA FALLS DR Katy	23H - THEFT PROP >=\$100-\$750	Incident
2627.640759331	2400719	05/10/2024	2539 SEASHORE CREEK DR WALLER COUNTY	26A - THEFT FROM PERSON	Incident
2627.640759331	2024018873	05/10/2024	2539 SEASHORE CREEK DR WALLER COUNTY	THEFT	CAD CFS
2810.4684191246	2400818	05/28/2024	2697 SHIMMER EDGE DR WALLER COUNTY	90Z - THEFT PROP >=\$100-\$750	Incident
2810.4684191246	2024021446	05/28/2024	2697 SHIMMER EDGE DR WALLER COUNTY	THEFT	CAD CFS
3056.1665849213	2024020903	05/24/2024	4707 SCHLIPP RD WALLER COUNTY	IDENTITY THEFT	CAD CFS
3667.8746520328	2024019800	05/17/2024	465 AMBERWOOD PARK DR WALLER COUNTY	IDENTITY THEFT	CAD CFS

Criminal Activity







House left unlocked
with appliances
inside.

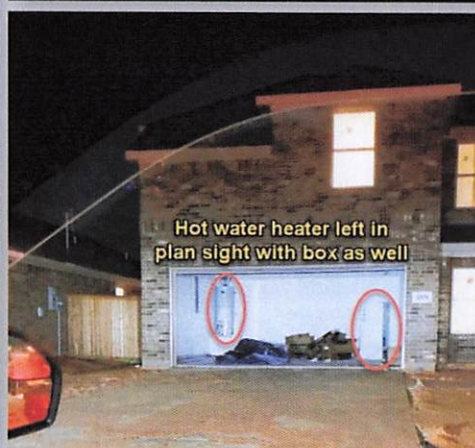


Hot water heater
and box left in
the open



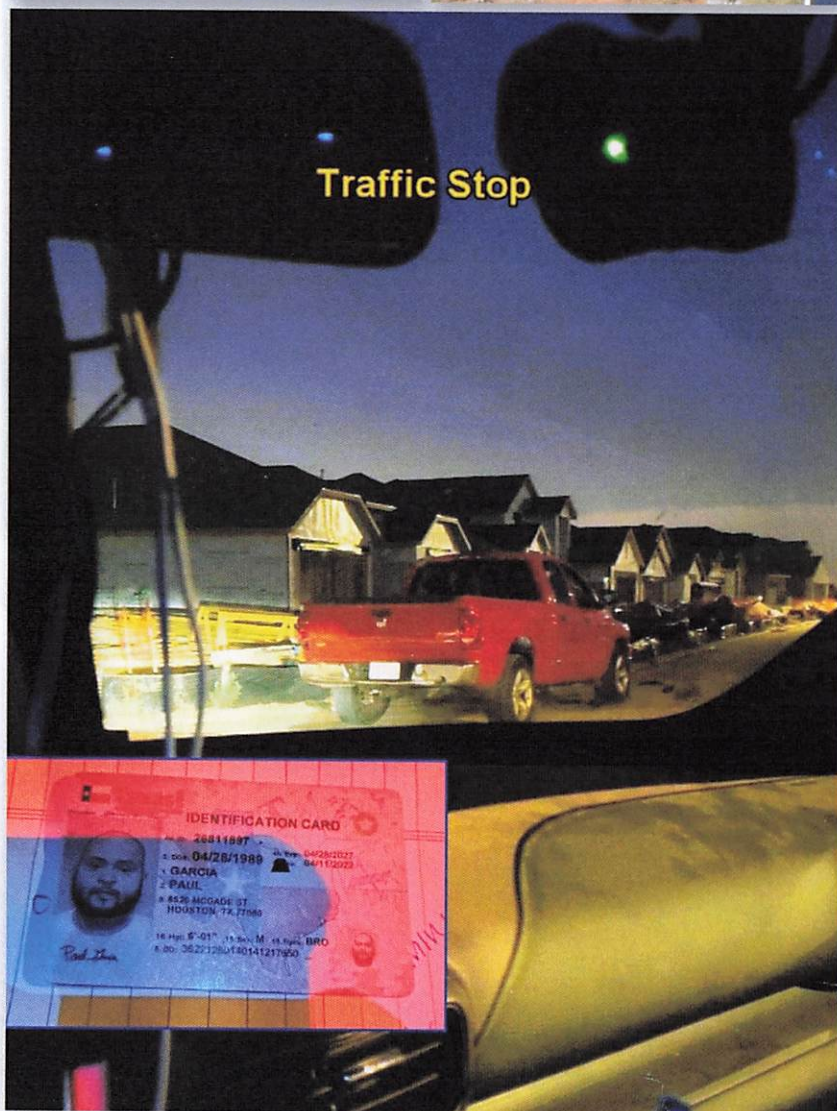
Door to
house left
open

Appliance
box left out.



Hot water heater left in
plan sight with box as well





Traffic Stop



Known spotter
going to different
homes.

