

Control Number: 46674



Item Number: 282

Addendum StartPage: 0

PUC DOCKET NO. 46674

APPLICATION OF SUBURBAN UTILITY COMPANY, INC. FOR RATE/TARIFF CHANGE

SUBURBAN UTILITY COMPANY, INC.'S RESPONSES TO OFFICE OF PUBLIC UTILITY COUNSEL'S SECOND REQUEST FOR INFORMATION REQUESTS FOR ADMISSIONS 2-1 THROUGH 2-17

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Pursuant to Chapter 16, et. seq. of the Texas Administrative Code, §22.144 ("TAC"), and Rules 190-198 of the Texas Rules of Civil Procedure, SUBURBAN UTILITY COMPANY, INC. ("SUBURBAN") hereby submits and serves these responses to the Office of Public Utility Counsel's ("OPUC")Second Request for Information to SUBURBAN. SUBURBAN will supplement its responses should it become aware of any additional responsive information.

Respectfully submitted this day of February 2017.

Les Romo Law Offices of Les Romo 102 West Morrow Street, Suite 202

PUBLIC UTILITY COM

OF TEXAS

P.O. Box 447 Georgetown, Texas 78627 (512) 868-5600 Fax: (512) 591-7815 State Bar No. 17225800 lesromo.lawoffice@gmail.com

ATTORNEY FOR SUBURBAN UTILITY COMPANY, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing and the following Responses to the OPUC's Second Request for Information to Suburban Utility Company, Inc. were served on the known parties to date on the 6 day of February, 2017 by either First Class Mail, or Facsimile Transmission or

hand delivery.

Les Romo

SUBURBAN UTILITY COMPANY, INC.'S RESPONSES TO OPUC'S SECOND REQUEST FOR INFORMATION

GENERAL OBJECTIONS:

SUBURBAN objects to:

(1) documents, materials or any other item or matter that are in the possession and/or control of the Office Public Utility Counsel, its staff, attorneys and/or by any state or other agency to which they have equal access as SUBURBAN.

(2) any request that either requests or requires it to create documents, lists, charts or other materials that are not currently in existence and/or which are not in its possession or which are equally accessible to the Office of Public Utility Counsel, its staff, attorneys and/or by any state or other agency to which they have equal access as SUBURBAN.

(3) any request that requests documents, materials and information that is beyond the scope of the issues in this case, and the time period in the test year, and which are not subject to the company's control or possession.

(4) any request that requests documents, materials and information that are not relevant to the issues in this case and/or which will not lead to the discovery of relevant information.

(5) any request that seeks information, documents and materials that cover the time period that is beyond the test year in this case, and that is beyond the period of known and measurable changes in this proceeding.

The General Objections apply to each and every Response by SUBURBAN to the OPUC's Second Request for Information as if set forth fully within each Response.

CONDITIONS TO RESPONSE:

1. SUBURBAN's responses are based on the present knowledge of its directors, managers and officers, after a reasonable investigation and a reasonable interpretation and construction of the request in providing these responses.

2. SUBURBAN reserves the right to redact any portion(s) of otherwise responsive and nonprivileged documents that contain irrelevant, non-responsive or privileged information. 3. SUBURBAN will supplement its responses if, and when such may be required by applicable discovery rules to this case, if necessary.

4. Any responses in which SUBURBAN Y will produce documents and/or materials are limited in scope to the degree that the documents and/or materials exist, and are in the possession and/or control of SUBURBAN and/or reasonably available to SUBURBAN.

PLEASE NOTE: The persons answering and providing the information for each of the Responses to the OPUC's Second Request for Information on behalf SUBURBAN are: Mitchell M. Martin, Jr., Michael M. Martin, Sr., and Bret W. Fenner.

Without waiving the above-stated objections, and subject to the afore-said objections and conditions SUBURBAN responds to the OPUC's Second Request for Information as set forth below:

2-1 Provide documents in Attachment B in the Application in native, Excel format with all formulas intact and functional.

RESPONSE: OBJECTION: .

These documents are not the property of SUBURBAN and are the proprietary materials and documents of a consultant to SUBURBAN who does not give permission to provide the materials and documents as requested. Accordingly, SUBURBAN has no responsive documents.

- **2-2** Referring the Schedule III-3(a) of the application:
 - a. Please provide the docket number of the case in which Suburban's rate base amount was Last set and provide a copy of the Proposal for Decision and Final Order in that proceeding:

RESPONSE:

SUBURBAN does not know of any such docketed case in which its rate base was established in a Proposal for Decision or in a Final Order, and accordingly, has no responsive documents.

b. Please provide the reconciliation of the rate base figures approved specific to the case referenced in 2a above showing specific asset additions and retirements since the rate determination and reconcile with the requested rate base in this proceeding.

RESPONSE: See the Response to 2a. above. SUBURBAN has no responsive documents.

c. If Suburban's rate base has never been established by a regulatory body, please provide invoice documentation supporting the original cost of assets outlined in Attachment B to the application.

RESPONSE:

See SUBURBAN's response to OPUC's First Request for Information RFI No. 1-24 that has already been provided to the OPUC.

2-3 Please provide an organizational chart showing the relationships between M.B.C. Water Systems, Inc., Community Utility Co., Consumers Water, Inc. Patton Village Water, Stone Hedge Utility Company. Please indicate the owners of each Company and the percentage ownership.

RESPONSE:

OBJECTION: The OPUC cannot request that SUBURBAN create a document in response to a discovery request. Without waiving this Objection, please see Attachment 2-3 attached hereto.

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2-4 Please provide audited financial statements specific to Suburban Utility Company, and M.B.C. Water Systems, Inc. For 2014, 2015 and 2016

RESPONSE:

SUBURBAN has no responsive documents in its possession or control.

2-5, Please provide copies, (sic) of any current Management Agreement or Contracts between
Suburban Utility Company, Community Utility Co., Consumers Water, Inc., Patton Village Water, Stonehedge Utility, and M.B.C. Water Systems, Inc.

RESPONSE:

See SUBURBAN's Response to OPUC's Request for Information No. 1-54 previously served on the OPUC. See also the Attachment 2-5 attached hereto.

2-6 Please provide a copy of District Court Order No. D-1-GN-14-003376.

R^ÉSPONSE:

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See SUBURBAN's Response to OPUC Request for Information 1-37 and 1-41 previously served on the OPUC.

2-7 Please provide all documentation demonstrating the Company's request for financing both to private banks as well as to the Texas Water Development Board or other Federal or State agencies within the last ten years.

RESPONSE:

See the email from Judy Olson in Attachment D to the Application on file in this case. See also, Attachment 2-7 attached hereto.

2-8 Please provide the "satisfactory financial information" provide to Spirit of Texas Bank and referenced in the email from Judy Olson on September 8, 2016.

RESPONSE:

As is clearly stated in the referenced email from Judy Olson, the approval of a loan to SUBURBAN

is contingent on both "satisfactory financial information" and a dedicated customer surcharge approved by the Public Utility Commission of Texas ("PUC"). Since a dedicated customer surcharge has not yet been approved by the PUC, preparation and submission of the financial information is premature at this time. Accordingly, there are no responsive documents.

2-9 Please provide a list of all subdivisions served by Suburban Utility Company.

RESPONSE:

The following subdivisions are served by SUBURBAN:

- a. Beaumont Place Subdivision
- b. Castlewood Subdivision
- c. Cypress Bend Subdivision
- d. Reservoir Acres Subdivision
- 2-10 Please reconcile and provide explanations for all changes between Attachment C in PUC Docket No. 42859 and Attachment B in the current docket. For all cost increases, please provide supporting documentation. For all retirements, please provide date of retirement and net salvage recorded, if any:

RESPONSE

OBJECTION: The application in Docket No 42589 was withdrawn by SUBURBAN. All values and capital cost data provided in Attachment C to this Application were also retracted, and are no longer supported as accurate. Research of SUBURBAN's records was conducted since the withdrawal of the application in Docket NO. 42859, and new capital cost data to support the values in Attachment B of this current Application were provided to the OPUC in SUBURBAN's Response to OPUC RFI No. 1-24 and Attachment 1-24 previously served on the OPUC. No item retired from SUBURBAN's rate base had any salvage value, and thus none was recorded.

2-11 If the original cost of any assets listed in Attachment B to the Rate Filing were determined based on trending analysis, please provide applicable trending studies and all work papers supportive thereof.

RESPONSE:

See SUBURBAN's Response to OPUC RFI No. 1-24 and Attachment 1-24 previously served on the OPUC.

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2-12. Specific to Attachment A, Allocation of Cost Category Expense, please provide all monthly invoices supporting the Capitalized Expenses of Southwest Engineers totaling \$167,603. Please provide detailed descriptions of services provided specific to each invoice. If services were specific to a utility system or subdivision, please indicate which system or subdivision was served.

RESPONSE:

See Attachment 2-12 attached hereto.

2-13 Please provide all TCEQ documentation approving construction of the assets contained in Attachment D, Suburban Utility Company Surcharge Request Data.

RESPONSE:

There are no responsive documents in SUBURBAN's possession or control.

2-14. Please provide any and all documentation supporting the proposed increase in the Company's Transfer Fee from \$25.00 to \$35.00.

RESPONSE:

The cost of living index has increased significantly since the lower figure was in place. The cost of services and business have increased across the board for SUBURBAN, as it has for all companies and individuals. The increase reflects these increased costs.

2-15. Please provide any and all documentation supporting the proposed increase in the Company's Returned Check Charge from \$25.00 to \$35.00.

RESPONSE:

See the Response to OPUC RFI No. 2-14 above.

2-16 Please provide as of June 30, 2016, by subdivision served, the balance of Customer Deposits held by SUBURBAN. Please explain why said amounts were not listed as a deduction from Schedule 111-2.

RESPONSE:

See SUBURBAN's Response to OPUC RFI No. 1-27 previously served on the OPUC in this case. Also, customer deposits are held in reserve by SUBURBAN to insure that each customer will make payment for services provided. The deposits are refundable to the customer after each customer establishes a record of timely payment, and are not funds available for use by SUBURBAN in financing capital investments. Customer deposits are not an asset of SUBURBAN nor invested capital. Thus customer deposits are not and should not be included in the establishment of SUBURBAN's rate base, and SUBURBAN did not use such deposits for this purpose in its Application.

Specific to the Test Year, please provide the gallons billed at the following consumption levels 2-17 by subdivision:

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a.

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- 0–20,000 gallons 22,001 --35,000 gallons b.
 - 35,001 50,000 gallons c.
 - d. 50,001 gallons and above

RESPONSE:

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See SUBURBAN'S Response to OPUC's RFI No. 1-27 that has been previously served on the OPUC in this case. ţ ; .

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VERIFICATION

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STATE OF TEXAS

COUNTY OF MONTGOMERY

<u>, -</u> '

I hereby verify that I have read the foregoing Suburban Utility Company, Inc.'s responses to the OPUC Staff's Second Request for Information and the responsive statements and documents contained therein and attached thereto, are true and correct to the best of my knowledge and belief.

Mitchell M. Martin, Jr.

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SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority on this _____ day of February, 2017 before me, by Mitchell M. Martin, Jr.,

ne, MSNO WISNOL Notary Public, in and for the t. State of Texas 12.03.25 ž

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ATTACHMENT 2-3

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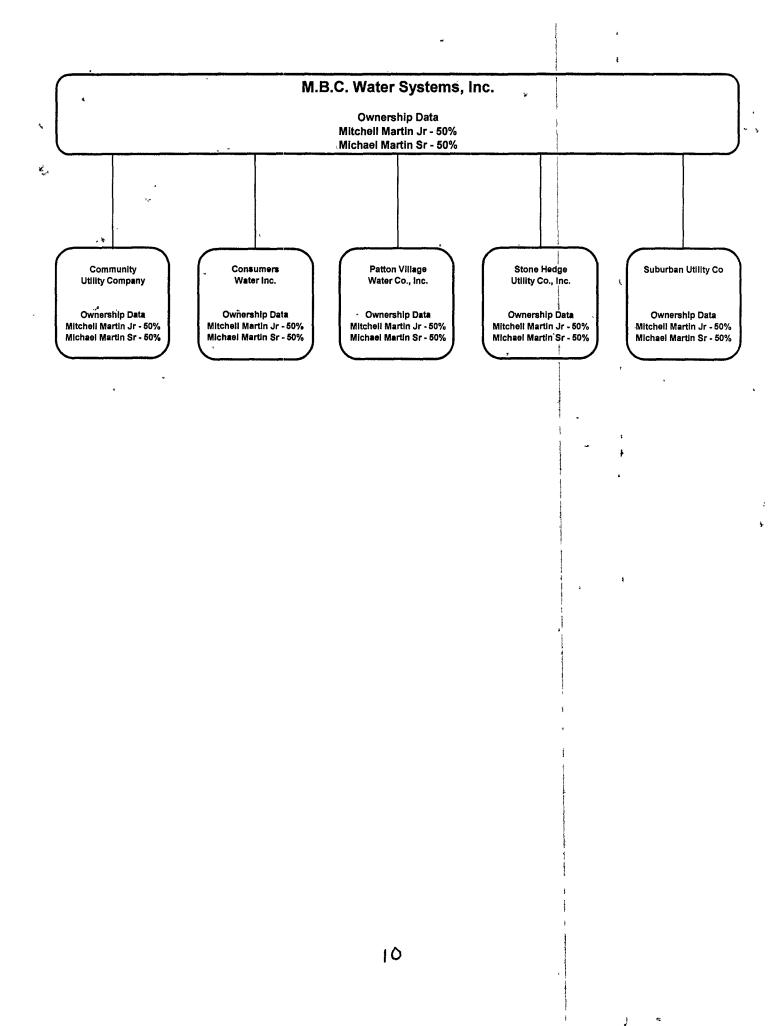
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ATTACHMENT 2-5

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PROFESSIONAL SERVICES AGREEMENT Between COMMUNITY UTILITY COMPANY And

M.B.C. WATER SYSTEMS, INC.

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COMMUNITY UTILITY COMPANY County of Montgomery State of Texas

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This Agreement is entered into as of January 1, 2011 by and between COMMUNITY UTILITY COMPANY ("COMMUNITY"), a Texas Corporation, duly organized under the laws of and authorized to do business in the State of Texas, and M.B.C. WA IER SYSTEMS, INC. ("MBC"), a Texas Corporation, 'duly organized under the laws of and authorized to do business in the State of Texas.

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WITNESSETH:

<u>Rccitals</u>

COMMUNITY owns and operates a waterworks production and delivery system that provides or will provide potable water to retail and/or commercial customers within its designated boundaries, Certificate and Convenience Number: 10347 in Harris and Montgomery Counties, Texas.

COMMUNITY desires to obtain services for competent professional management, bookkeeping, office administration, operations and maintenance of its waterworks production and distribution facilities. MBC is in the business of providing management, bookkeeping, operations and maintenance of water production and delivery systems, and desires to enter into this professional services agreement with COMMUNITY.

Agreement

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In consideration of the premises and the mutual undertakings herein contained, COMMUNITY and MBC agree as follows:

ARTICLE I

ADMINISTRATIVE SERVICES

Section 1.01. Organization. MBC shall operate and maintain COMMUNITY's water systems in accordance with the terms of this Agreement.

<u>Section 1.02</u>. <u>Personnel</u>. MBC shall provide competent, trained personnel to operate COMMUNITY's water systems, which personnel, where applicable, shall possess valid certificates of competency, as required by the State of Texas.

<u>Section 1.03.</u> <u>Meetings.</u> MBC shall provide competent representation at all regularly scheduled meetings, special meetings and any other meeting of COMMUNITY's representatives and Board of Directors when requested by COMMUNITY.

Section 1.04. Customer Relations. MBC shall render to COMMUNITY all reasonable assistance in the promotion of good relations with COMMUNITY's customers.

Section 1.05. Inquiries and Correspondence. MBC shall respond to all correspondence and inquiries from COMMUNITY's Directors, representatives, consultants, or customers in a prompt, professional manner.

<u>ARTICLE II</u>

OPERATION OF WATERWORKS PRODUCTION AND DELIVERY COMMUNITY

Section 2.01. Facility Operations. MBC shall provide personnel, vehicles, tools and equipment reasonably necessary for the routine operation of COMMUNITY's facilities. MBC agrees to operate COMMUNITY's water systems in an efficient manner and shall maintain it in good condition and working order.

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Section 2.02. Facility Maintenance and Repairs. MBC shall provide personnel, vehicles, tools and equipment reasonably necessary to perform routine preventative maintenance tasks, as recommended by the equipment manufacturer's manual and in accordance with industry standards as set forth by the American Water Works Association. MBC shall, when needed, repair or provide and replace those parts of equipment expected to require repair or replacement in the normal operation of such facilities. Notwithstanding the provisions of the Assignment of guarantee as defined below, COMMUNITY shall pay the cost of necessary materials, personnel, tools, vehicles and equipment to perform maintenance and make repairs as required.

Section 2.03. Quality of Replacement Equipment. MBC shall use good judgment with respect to replacement materials or parts but shall not be responsible to COMMUNITY for any guaranty in connection with such materials or parts. MBC shall, however, use reasonable efforts to obtain from the manufacturer or supplier the guarantees applicable in the particular industry and shall assign the same to COMMUNITY.

Section 2.04. Major Repairs. If at any time, in the opinion of MBC, a condition arises that requires repair or replacement to COMMUNITY's facilities and MBC believes that the cost of such repair or replacement will not be in excess of \$1,000.00, MBC shall see that the repair or replacement is made. COMMUNITY shall reimburse MBC for the cost of such repair. Repairs or replacements, other than as provided in Section 2.05, in excess of \$1,000.00, must be presented to COMMUNITY's Directors and representatives for approval.

Section 2.05. Emergency Repairs. COMMUNITY acknowledges that MBC may be required to perform emergency repairs to COMMUNITY's facilities located within casements wherein other public utilities may have facilities. COMMUNITY agrees that during such emergency repairs, as long as MBC exercises the amount of care exercised by a reasonably prudent party in such situation, COMMUNITY shall hold MBC harmless from any and all damage that may occur in the performance of the emergency repair.

Section 2.06. Water Connections. MBC agrees to install meters to serve a single-family residence and commercial facilities upon receipt by COMMUNITY of the appropriate tap fee specified in COMMUNITY's Rate Order. Taps will be doubles on single-family residences where possible. All meters and installation material shall meet American Water Works Association standards and applicable rules and regulations of any regulatory authority. Section 2.07. Inspections. MBC shall provide each potential customer with required inspection forms and the customer shall select a licensed inspector, and pay to have an inspection performed on each newly constructed dwelling requesting to be connected to COMMUNITY's water systems. The customer is required to provide the completed inspection report to MBC in order to obtain service.

<u>Section 2.08.</u> Sampling and <u>Testing</u>. MBC shall perform, or have performed, by a qualified laboratory all sampling, testing and/or analysis required by all applicable regulatory agencies and shall submit the results of any such sample, tests or analysis to such regulatory agencies on a timely basis as required by COMMUNITY or the applicable regulatory agency.

Section 2.09. Regulatory Permits and Reports. MBC agrees to prepare and submit all routine monthly reports on a timely basis (1) to the applicable regulatory agencies supervising the operation of COMMUNITY's facilities, and (ii) to all others approved by COMMUNITY's Directors and representatives.

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Section 2,10. Compliance with Applicable Laws. MBC agrees to operate COMMUNITY's facilities in conformance with all applicable laws, rules and regulations, and to maintain and preserve all of COMMUNITY's records in its possession in accordance with applicable laws, rules and regulations,

ARTICLE III

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BILLING AND COLLECTION

Section 3.01. Water. MBC shall read all water meters served by COMMUNITY, and will provide monthly billing and collection services to COMMUNITY for water services charged to customers of COMMUNITY. COMMUNITY agrees that adjustments to billing of up to \$100.00 for over and under registration of water meters, for underground leaks, for establishment of water use by customer when water meters have been inoperative, for an obviously incorrect meter reading, or other recognized and proper adjustments granted to customers by MBC will be accepted by COMMUNITY, and such adjustments for water use shall be applicable to obtain the indicated adjusted billing of water charges. Adjustments, other than for corrections of billing errors, in excess of \$100.00 shall be referred to governing Board of Directors for settlement.

Section 3.02. Unconditional Deposit. MBC agrees to deposit all sums of money received from COMMUNITY's customers and property owners in the bank designated by COMMUNITY. MBC agrees that all such moneys shall be deposited as provided herein in the named account without offset, counterclaim, abatement, suspension or diminution.

Section 3.03, Delinquent Accounts, MBC's obligation to collect delinquent accounts shall be under such terms and conditions as may, from time to time, be agreed upon by MBC and COMMUNITY.

Section 3.04. Reports. MBC agrees to render to COMMUNITY such regular monthly reports on billings, moncy received on water accounts and uncollectible bills and accounts as may be required for a proper audit of the water accounts of COMMUNITY and to keep COMMUNITY apprised of the operations and maintenance of COMMUNITY's water systems.

Section 3.05. Office Administration. MBC will provide daily office administrative and customer service from 9:00 a.m. to 5:00 p.m. Monday thru Thursday and 9:00 a.m. to 3:00 p.m on Friday, excluding holidays. MBC will provide and maintain an emergency telephone number for use after office hours, weekends and holidays. The emergency number will be posted within COMMUNITY's boundaries as required by State regulations.

Section 3.06. Use of COMMUNITY's Facilities. As part of the consideration -for this agreement, COMMUNITY agrees to provide MBC use of its water plants, including any and all production and distribution facilities. Nothing in this provision shall be construed as to limit access to COMMUNITY's water plants or production and distribution facilities by duly authorized agents or representatives of COMMUNITY.

<u>ARTICLE IV</u>

<u>MANAGEMENT</u>

Section 4.01. Management of System. MBC will provide management services to COMMUNITY and its systems, including, management of all cash flow, correspondence with governmental agencies, planning of all improvements and repairs, supervision of all contracts and contracted personnel, meetings with regulatory agencies, monitoring and regulating all customer relations, supervision of rate cases, of all office operations and personnel, of compliance issues and Board of Director issues and communications. MBC will also prepare and mail the annual Consumer Confidence Reports, and do all customer notifications as needed, and collect monthly coliform samples.

ARTICLE V

PRICE AND PAYMENT

Section 5.01. Price. Effect of Partial Assignment. COMMUNITY shall compensate MBC for the services provided pursuant to this Agreement in accordance with the schedule attached hereto as Exhibit "A".

Section 5.02. Payment, MBC shall submit statements and/or invoices for services to COMMUNITY monthly. COMMUNITY shall, pay such statement and/or invoices (within 15 days) of receipt. COMMUNITY agrees to pay interest at a rate of 12% per annum on all undisputed amounts unpaid after 30 days

<u>Section 5.03</u>. <u>Price Adjustment</u>. The amounts indicated by Exhibit A are subject to an annual adjustment. The adjustment will be calculated by the percentage change in the Consumer Price Index from the previous year, and shall become effective on the anniversary date of this agreement.

<u>ARTICLE VI</u>

TERMS AND TERMINATION

Section 6.01. Commencement of Operation, MBC shall commence performance of this Agreement on the effective date hereof, which is hereby established to be January 1, 2011.

Section 6.02. Term. This Agreement shall remain in effect for a period of five (5) years from the effective date hereof. Should no action be taken to renew this agreement beyond the initial term, the agreement shall be considered renewed on the anniversary date on an annual basis with all terms and conditions continuing in full force and effect.

Section 6.03. Termination with Cause. Either party may terminate this agreement for material breach by either party or for failure to perform to the standards set by this agreement provided that, (a) the terminating party provides written notice to the other party of such breach or failure to perform and, (b) the alleged breach or failure to perform is not corrected within sixty days (60 days) of receipt of written notice. In the event of a breach or failure to perform results in litigation, the prevailing party to such litigation shall be entitled to compensation for all costs associated with the litigation.

<u>Section 6.04</u>. <u>Early Termination</u>. In addition to the above-stated provisions, either party may terminate this Agreement at will by giving the other party sixty (60) days written notice of the party's intention to terminate this Agreement. To be valid the notification of termination must be provided to and received by the non-terminating party sixty (60) days prior to the intended termination date.

<u>ARTICLE VII</u>

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MISCELLANEOUS PROVISIONS

Section 7.01. Independent Contractor. MBC has been retained by COMMUNITY only for the purposes and to the extent set forth in this Agreement, and MBC's relationship to COMMUNITY during the term of this Agreement is that of an independent contractor. MBC shall be free to dispose of such portion of its entire time not required to satisfy the terms of this Agreement in any manner deemed desirable by MBC.

<u>Section 7.02</u>. Subcontracts. MBC shall subcontract such of its work hereunder as may, in MBC's opinion, be desirable. Any subcontractor hired by MBC shall be the sole responsibility of MBC and shall not relieve MBC of any of its obligations or liabilities hereunder.

Section 7.03. Standard of Operation. MBC agrees to use reasonable diligence and care in the operation and maintenance of COMMUNITY's facilities.

 <u>Section 7.04</u>. <u>COMMUNITY's Responsibilities</u>. The parties hereto agree that MBC's responsibility is to operate and maintain COMMUNITY's facilities with a reasonable degree of diligence and earc, but that MBC is not otherwise responsible for the quality of the water supply or the failure of any portion of COMMUNITY to meet local, state or federal standards, unless attributable to MBC's negligence or willful misconduct or the negligence or willful misconduct of MBC's agents, employees or subcontractors.

Section 7.05. Modifications, No alteration or modification of this Agreement shall be made except in writing duly signed by the parties hereto.

Section 7.06. Notice. Whenever under the provisions of this Agreement notice is required to be given, such notice shall be given in writing by registered mail and addressed to the party for whom intended at its current address of record, and such notice shall be deemed to have been given when the notice has thus been mailed.

Notice to COMMUNITY UTILITY COMPANY shall be made to: P.O. Box 58 Spring, Texas 77383-0058 (281) 367-4460.

Notice to M.B.C. Water Systems, Inc. shall be made to: 27493 Hanna Road Suite I Conroe, Texas 77385 (281) 444-7747.

Section 7.07. Assignability. This agreement is binding on the parties, their successors, heirs, agents, and assigns, and is not assignable without consent of the other party.

Section 7.08. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the signatorics hereto and shall not be construed to confer any benefits or right upon any other party, including eustomers of COMMUNITY, and is governed by Texas law and enforceable in Montgomery County, Texas.

Section 7.09. Existing Agreement. This agreement shall supersede any existing agreement between . COMMUNITY and MBC related to the matters for which the parties entered into this agreement. Upon acceptance of this agreement by the parties, any such existing agreement shall be considered null and void.

<u>Section 7.10</u>. <u>Dispute Resolution</u>. The parties agree that if any dispute arises between them concerning the Agreement as well as any rights, duties and obligations of the parties related to the Agreement the parties will submit the dispute to mediation prior to filing any legal action concerning the dispute.

Section 7.11. Venue. Venue for any dispute concerning the Agreement as well as any rights, duties and obligations of the parties related to the Agreement shall be in Montgomery County, Texas.

This agreement has been executed in duplicate by the duly authorized officers of the parties hereto as of the date and year first written above.

Effective as of the date set forth above:

COMMUNITY UTILITY COMPANY

Mosel M. r By: Mitchell M. Martin, Jr Its: **Board** President

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Michael Martin, Board Secretary

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M.B.C. WATER SYSTEMS, INC.

By: Mitchell M. Martin, Jr

Its: Board President

ATTEST:

ATTEST:

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Michael Martin, Board Secretary

EXHIBIT "A" 🕚

In consideration for services to be rendered by MBC to COMMUNITY pursuant to the agreement, MBC shall receive the following compensation:

1. Basic Service:

- a) <u>Professional Management Oversight</u>. MBC will provide effective professional management oversight to include all things routine, usual and customary with issues arising from the normal course of utility business.
- b) <u>Office Administration</u>. MBC will provide efficient office administration services to include all things routine, usual and customary to effective administration of the day to day business of COMMUNITY.
- c) <u>Bookkeeping Services</u>, MBC will provide bookkeeping services on behalf of COMMUNITY. Bookkeeping services shall comport with governmental bookkeeping standard's for state water utilities and in accordance with recommendations as set forth by COMMUNITY's auditors,
- d) <u>Water Operations and Maintenance Services</u>. MBC will provide water utility field operational services, to include routine, usual and customary operations and maintenance of COMMUNITY's facilities on an ongoing basis, to include, but not necessarily be limited to, (i) connection and disconnection of water services, (ii) meter removal and installation in conjunction with provision of residential and commercial water services.

II. Basic Services Monthly Fee:

- a) <u>General Operations</u>: Services for General Operations shall be compensated at the rate of \$20.00 per service connection on the water system per month.
- b) <u>Billing Services</u>: Services for preparing of monthly bills, preparation, maintaining customer record and providing customer relations shall be compensated at the rate of \$4.00 per service connection on the water system per month. Services for preparation of disconnection notices to customers shall be compensated at the rate of \$5.00 per notice.
- c) <u>Other Services</u>: Services for the preparation and mailing of the annual Consumer Confidence Report and other customer notifications as needed shall be compensated at the rate of \$5.00 per notice. Services for collecting additional monthly collform samples shall be compensated at the rate of \$25.00 per sample.

III. Additional Services.

- a) Water Taps:
 - i. Residential water taps: \$650.00 per tap (5/8" Residential)

IV. Non-Routine Services.

a) Work performed outside the scope of the basic services, including, but not limited to, repairs or operations performed due to acts of God, damage to facilities caused by others, leaks and other field repairs that may be attributable to substandard workmanship performed by others or the failure of substandard or misapplication of materials by others, will be billed in accordance with the following rate schedule:

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-16-	Labor Rates:		Р	Per Hour	
4	<mark>،</mark> ۱.	Non-Skilled Labor:	, i	\$20.65/hour	
	2.	Skilled Labor:		\$40.00/hour	
	3.	Certified Equipment Operator:		\$60.00/hour	
	4.	Licensed Operator:	٨	\$41.68/hour	
	5.	Technician:		\$41.68/hour*	
	6.	Supervisor:		\$51.66/hour	,
		Equipment Ra	ites:		
	7.	Sérvice Truck:		\$15.00/hour	
	8.	Backhoe w/Operator:		\$65.00/hour	4
	9.	Excavator:	*	\$45.00/hour	
;	10.	Well Pulling Rig:	1	\$45.00/hour	
	11.	Trailer:	۲	\$12.50/hour	
	12.	Generator (10KW):		\$12.50/hour	
•	13.	Generator (50KW):	~	\$50.00/hour	
	14.	Contractor Pump:		\$12.50/hour	
	15.	Road Boring.Rig:	2	\$25.00/hour	
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Other Equipment, Contractors, Materials, Parts, Services, Supplies, and Postage will be billed at 15% over invoiced costs (or vendor may invoice COMMUNITY directly).

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PROFESSIONAL SERVICES AGREEMENT

Between

CONSUMERS WATER INC.

And

M.B.C. WATER SYSTEMS, INC.

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CONSUMERS WATER INC. County of Montgomery State of Texas

This Agreement is entered into as of January 1, 2011 by and between CONSUMERS WATER INC. ("CONSUMERS"), a Texas Corporation, duly organized under the laws of and authorized to do business in the State of Texas, and M.B.C. WATER SYSTEMS, INC. ("MBC"), a Texas Corporation, duly organized under the laws of and authorized to do business in the State of Texas.

WITNESSETH:

'Recitals

CONSUMERS owns and operates a waterworks production and delivery system that provides or will provide potable water to retail and/or commercial customers within its designated boundaries, Certificate and Convenience Number: 10347 in Harris and Montgomery Counties, Texas.

CONSUMERS desires to obtain services for competent professional management, bookkeeping, office administration, operations and maintenance of its waterworks production and distribution facilities. MBC is in the business of providing management, bookkeeping, operations and maintenance of water production and delivery systems, and desires to enter into this professional services agreement with CONSUMERS.

Agreement .

In consideration of the premises and the mutual undertakings herein contained, CONSUMERS and MBC agree as follows:

<u>ARTICLE I</u>

ADMINISTRATIVE SERVICES

Section 1.01. Organization. MBC shall operate and maintain CONSUMERS's water systems in accordance with the terms of this Agreement.

<u>Section 1.02</u>. <u>Personnel</u>. MBC shall provide competent, trained personnel to operate CONSUMERS's water systems, which personnel, where applicable, shall possess valid certificates of competency, as required by the State of Texas.

Section 1.03. Meetings. MBC shall provide competent representation at all regularly scheduled meetings, special meetings and any other meeting of CONSUMERS's representatives and Board of Directors when requested by CONSUMERS.

Section 1.04. Customer Relations. MBC shall render to CONSUMERS all reasonable assistance in the promotion of good relations with CONSUMERS's customers.

Section 1.05. Inquiries and Correspondence. MBC shall respond to all correspondence and inquiries from CONSUMERS s Directors, representatives, consultants, or customers in a prompt, professional manner.

<u>ARTICLE II</u>

OPERATION OF WATERWORKS PRODUCTION AND DELIVERY CONSUMERS

Section 2.01. Facility Operations. MBC shall provide personnel, vehicles, tools and equipment reasonably necessary for the routine operation of CONSUMERS's facilities. MBC agrees to operate CONSUMERS's water systems in an efficient manner and shall maintain it in good condition and working order.

Section 2.02. Facility Maintenance and Repairs. MBC shall provide personnel, vehicles, tools and equipment reasonably necessary to perform routine preventative maintenance tasks, as recommended by the equipment manufacturer's manual and in accordance with industry standards as set forth by the American Water Works Association. MBC shall, when needed, repair or provide and replace those parts of equipment expected to require repair or replacement in the normal operation of such facilities. Notwithstanding the provisions of the Assignment of guarantee as defined below, CONSUMERS shall pay the cost of necessary materials, personnel, tools, vehicles and equipment to perform maintenance and make repairs as required.

Section 2.03. Quality of Replacement Equipment. MBC shall use good judgment with respect to replacement materials or parts but shall not be responsible to CONSUMERS for any guaranty in connection with such materials or parts. MBC shall, however, use reasonable efforts to obtain from the manufacturer or supplier the guarantees applicable in the particular industry and shall assign the same to CONSUMERS.

Section 2.04. Major Repairs. If at any time, in the opinion of MBC, a condition arises that requires repair or replacement to CONSUMERS's facilities and MBC believes that the cost of such repair or replacement will not be in excess of \$1,000.00, MBC shall see that the repair or replacement is made. CONSUMERS shall reimburse MBC for the cost of such repair. Repairs or replacements, other than as provided in Section 2.05, in excess of \$1,000.00, must be presented to CONSUMERS's Directors and representatives for approval.

Section 2.05. Emergency Repairs. CONSUMERS acknowledges that MBC may be required to perform emergency repairs to CONSUMERS's facilities located within easements wherein other public utilities may have facilities. CONSUMERS agrees that during such emergency repairs, as long as MBC - exercises the amount of care exercised by a reasonably prudent party in such situation, CONSUMERS shall hold MBC harmless from any and all damage that may occur in the performance of the emergency repair.

Section 2.06. Water Connections. MBC agrees to install meters to serve a single-family residence and commercial facilities upon receipt by CONSUMERS of the appropriate tap fee specified in CONSUMERS's Rate Order. Taps will be doubles on single-family residences where possible. All meters and installation material shall meet American Water Works Association standards and applicable rules and regulations of any regulatory authority.

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Section 2.07. Inspections. MBC shall provide each potential customer with required inspection forms and the customer shall select a licensed inspector, and pay to have an inspection performed on each newly constructed dwelling requesting to be connected to CONSUMERS's water systems. The customer is required to provide the completed inspection report to MBC in order to obtain service.

Section 2.08. Sampling and Testing. MBC shall perform, or have performed, by a qualified laboratory all sampling, testing and/or analysis required by all applicable regulatory agencies and shall submit the results of any such sample, tests or analysis to such regulatory agencies on a timely basis as required by CONSUMERS or the applicable regulatory agency.

<u>Section 2.09</u>. <u>Regulatory Permits and Reports</u>. MBC agrees to prepare and submit all routine monthly reports on a timely basis (1) to the applicable regulatory agencies supervising the operation of CONSUMERS's facilities, and (ii) to all others approved by CONSUMERS's Directors and representatives.

Section 2.10. Compliance with Applicable Laws. MBC agrees to opcrate CONSUMERS's facilities in conformance with all applicable laws, rules and regulations, and to maintain and preserve all of CONSUMERS's records in its possession in accordance with applicable laws, rules and regulations.

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<u>ARTICLE III</u>

BILLING AND COLLECTION

Section 3.01. Water. MBC shall read all water meters served by CONSUMERS, and will provide monthly billing and collection services to CONSUMERS for water services charged to customers of CONSUMERS. CONSUMERS agrees that adjustments to billing of up to \$100.00 for over and under registration of water meters, for underground leaks, for establishment of water use by customer when water meters have been inoperative, for an obviously incorrect meter reading, or other recognized and proper adjustments granted to customers by MBC will be accepted by CONSUMERS, and such adjustments for water use shall be applicable to obtain the indicated adjusted billing of water charges. Adjustments, other than for corrections of billing errors, in excess of \$100.00 shall be referred to governing Board of Directors for settlement.

Section 3.02. Unconditional Deposit. MBC agrees to deposit all sums of moncy received from CONSUMERS's customers and property owners in the bank designated by CONSUMERS. MBC agrees that all such moncys shall be deposited as provided herein in the named account without offset, counterclaim, abatement, suspension or diminution.

Section 3.03. Delinquent Accounts. MBC's obligation to collect delinquent accounts shall be under such terms and conditions as may, from time to time, be agreed upon by MBC and CONSUMERS.

Section 3.04, Reports. MBC agrees to render to CONSUMERS such regular monthly reports on billings, money received on water accounts and uncollectible bills and accounts as may be required for a proper audit of the water accounts of CONSUMERS and to keep CONSUMERS apprised of the operations and maintenance of CONSUMERS's water systems.

Section 3.05. Office Administration. MBC will provide daily office administrative and customer service from 9:00 a.m. to 5:00 p.m. Monday thru Thursday and 9:00 a.m. to 3:00 p.m on Friday, excluding holidays. MBC will provide and maintain an emergency telephone number for use after office hours, weekends and holidays. The emergency number will be posted within CONSUMERS's boundaries as required by State regulations.

¹Section 3.06. Use of CONSUMERS's Facilities. As part of the consideration -for this agreement, CONSUMERS agrees to provide MBC use of its water plants, including any and all production and distribution facilities. Nothing in this provision shall be construed as to limit access to CONSUMERS's water plants or production and distribution facilities by duly authorized agents or representatives of CONSUMERS.

<u>ARTICLE IV</u>

MANAGEMENT

Section 4.01. Management of System. MBC will provide management services to CONSUMERS and its systems, including, management of all cash flow, correspondence with governmental agencies, planning of all improvements and repairs, supervision of all contracts and contracted personnel, meetings with regulatory agencies, monitoring and regulating all customer relations, supervision of rate cases, of all office operations and personnel, of compliance issues and Board of Director issues and communications. MBC will also prepare and mail the annual Consumer Confidence Reports, and do all customer notifications as needed, and collect monthly colliform samples.

<u>ARTICI E V</u>

PRICE AND PAYMENT

Section 5.01. Price. Effect of Partial Assignment. CONSUMERS shall compensate MBC for the services provided pursuant to this Agreement in accordance with the schedule attached hereto as Exhibit "A".

Section 5.02. Payment. MBC shall submit statements and/or invoices for services to CONSUMERS monthly. CONSUMERS shall pay such statement and/or invoices (within 15 days) of receipt. CONSUMERS agrees to pay interest at a rate of 12% per annum on all undisputed amounts unpaid after 30 days

<u>Section 5.03</u>. <u>Price Adjustment</u>. The amounts indicated by Exhibit A are subject to an annual adjustment. The adjustment will be calculated by the percentage change in the Consumer Price Index from the provious year, and shall become effective on the anniversary date of this agreement.

<u>ARTICLE VI</u>

TERMS AND TERMINATION

Section 6.01. Commencement of Operation. MBC shall commence performance of this Agreement on the effective date hereof, which is hereby established to be January 1, 2011.

Section 6.02. Torm. This Agreement shall remain in effect for a period of five (5) years from the effective date hereof. Should no action be taken to renew this agreement beyond the initial term, the agreement shall be considered renewed on the anniversary date on an annual basis with all terms and conditions continuing in full force and effect.

Section 6.03. Termination with Cause. Either party may terminate this agreement for material breach by either party or for failure to perform to the standards set by this agreement provided that, (a) the terminating party provides written notice to the other party of such breach or failure to perform and, (b) the alleged breach or failure to perform is not corrected within sixty days (60 days) of receipt of written notice. In the event of a breach or failure to perform results in litigation, the prevailing party to such litigation shall be entitled to compensation for all costs associated with the litigation.

Section 6.04. Early Termination. In addition to the above-stated provisions, either party may terminate this Agreement at will by giving the other party sixty (60) days written notice of the party's intention to terminate this Agreement. To be valid the notification of termination must be provided to and received by the non-terminating party sixty (60) days prior to the intended termination date.

ARTICLE VII

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MISCELLANEOUS PROVISIONS

Section 7.01. Independent Contractor. MBC has been retained by CONSUMERS only for the purposes and to the extent set forth in this Agreement, and MBC's relationship to CONSUMERS during the term of this Agreement is that of an independent contractor. MBC shall be free to dispose of such portion of its entire time not required to satisfy the terms of this Agreement in any manner deemed desirable by MBC.

<u>Section 7.02</u>. <u>Subcontracts</u>. MBC shall subcontract such of its work hereunder as may, in MBC's opinion, be desirable. Any subcontractor hired by MBC shall be the sole responsibility of MBC and shall not relieve MBC of any of its obligations or liabilities hereunder.

Section 7.03. Standard of Operation. MBC agrees to use reasonable diligence and care in the operation and maintenance of CONSUMERS's facilities.

Section 7.04. CONSUMERS's Responsibilities. The parties hereto agree that MBC's responsibility is to operate and maintain CONSUMERS's facilities with a reasonable degree of diligence and care, but that MBC is not otherwise responsible for the quality of the water supply or the failure of any portion of CONSUMERS to meet local, state or federal standards, unless attributable to MBC's negligence or willful misconduct or the negligence or willful misconduct of MBC's agents, employees or subcontractors.

Section 7.05. Modifications. No alteration or modification of this Agreement shall be made except in writing duly signed by the parties hereto.

Section 7.06. Notice. Whenever under the provisions of this Agreement notice is required to be given, such notice shall be given in writing by registered mail and addressed to the party for whom intended at its current address of record, and such notice shall be deemed to have been given when the notice has thus been mailed.

Notice to CONSUMERS WATER INC, shall be made to: P.O. Box 1383 Spring, Texas 77383-1383 (281) 367-4460. Notice to M.B.C. Water Systems, Inc. shall be made to: 27493 Hanna Road

> Suite 1; Conroe, Texas 77385 (281) 444-7747.

Section 7.07. Assignability. This agreement is binding on the parties, their successors, heirs, agents, and assigns, and is not assignable without consent of the other party.

Section 7.08. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the signatorics hereto and shall not be construed to confer any benefits or right upon any other party, including customers of CONSUMERS, and is governed by Texas law and enforceable in Montgomery County, Texas.

Section 7.09. Existing Agreement: This agreement shall supersede any existing agreement between , CONSUMERS and MBC related to the matters for which the parties entered into this agreement. Upon 'acceptance of this agreement by the parties, any such existing agreement shall be considered null and void.

<u>Section 7.10</u>. Dispute Resolution. The parties agree that if any dispute arises between them concerning the Agreement as well as any rights, duties and obligations of the parties related to the Agreement the parties will submit the dispute to mediation prior to filing any legal action concerning the dispute.

Section 7.11. Venue. Venue for any dispute concerning the Agreement as well as any rights, duties and obligations of the parties related to the Agreement shall be in Montgomery County, Texas. This agreement has been executed in duplicate by the duly authorized officers of the parties hereto as of the date and year first written above.

Effective as of the date set forth above:

CONSUMERS WATER INC.

Вy:

Mitchell M. Martin, Jr. **Board President** lts:

ATTEST:

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Michael Martin, Board Secretary

M.B.C. WATER SYSTEMS, INC.

By:

lts:

Mitchell M. Martin, Jr. Board President

ATTEST:

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Michael Martin, Board Secretary

EXHIBIT "A"

In consideration for services to be rendered by MBC to CONSUMERS pursuant to the agreement, MBC shall receive the following compensation:

1. Basic Service:

- a) <u>Professional Management Oversight</u>. MBC will provide effective professional management oversight to include all things routine, usual and customary with issues arising from the normal course of utility business.
- b) Office Administration. MBC will provide efficient office administration services to include all things routine, usual and customary to effective administration of the day to day business of CONSUMERS.
- c) <u>Bookkceping Services</u>. MBC will provide bookkceping services on behalf of CONSUMERS. Bookkeeping services shall comport with governmental bookkeeping standard's for state water utilities and in accordance with recommendations as set forth by CONSUMERS's auditors,
- d) <u>Water Operations and Maintenance Services</u>. MBC will provide water utility field operational services, to include routine, usual and customary operations and maintenance of CONSUMERS's facilities on an ongoing basis, to include, but not nécessarily be limited to, (i) connection and disconnection of water services, (ii) meter removal and installation in conjunction with provision of residential and commercial water services.

II. Basic Services Monthly Fee:

- a) <u>General Operations</u>: Services for General Operations shall be compensated at the rate of \$20.00 per service connection on the water system per month.
- b) <u>Billing Services</u>: Services for preparing of monthly bills, preparation, maintaining customer record and providing customer relations shall be compensated at the rate of \$4.00 per service connection on the water system per month. Services for preparation of disconnection notices to customers shall be compensated at the rate of \$5.00 per notice.
- c) <u>Other Services</u>: Services for the preparation and mailing of the annual Consumer Confidence Report and other customer notifications as needed shall be compensated at the rate of \$5.00 per notice. Services for collecting additional monthly collform samples shall be compensated at the rate of \$25.00 per sample.

III. Additional Services.

- a) Water Taps:
 - i. Residential water taps: \$650.00 per tap (5/8" Residential)

IV. Non-Routine Services.

a) Work performed outside the scope of the basic services, including, but not limited to, repairs or operations performed due to acts of God, damage to facilities caused by others. leaks and other field repairs that may be attributable to substandard workmanship performed by others or the failure of substandard or misapplication of materials by others, will be billed in accordance with the following rate schedule:

Labor Rates:	Per Hour			
1. Non-Skilled Labor:	\$20.65/hour			
2. Skilled Labor:	\$40.00/hour			
3. Certified Equipment Operator:	\$60.00/hour			
4. Licensed Operator:	\$41.68/hour			
5. Technician:	\$41.68/hour			
6. Supervisor:	\$51.66/hour			
Equipment Rates:	• ·			
Equipment Rates.	•			
7. Service Truck:	\$15.00/hour			
8. Backhoe w/Operator:	\$65.00/hour			
9. Excavator:	\$45.00/hour			
10. Well Pulling Rig:	\$45.00/hour			
11. Trailer:	\$12.50/hour			
12. Generator (10KW):	\$12.50/hour			
13. Generator (50KW);	\$50.00/hour			
14. Contractor Pump:	\$12.50/hoūr			
15. Road Boring, Rig:	\$25.00/hour			
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Other Equipment, Contractors, Materials, Parts, Services, Supplies, and Postage will be billed at 15% over invoiced costs (or vendor may invoice CONSUMERS directly).

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PROFESSIONAL SERVICES AGREEMENT Between PATTON VILLAGE WATER CO., INC. And M B C WATER SYSTEMS INC

M.B.C. WATER SYSTEMS, INC.

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PATTON VILLAGE WATER CO., INC. County of Montgomery State of Texas

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This Agreement is entered into as of January 1, 2011 by and between PATTON VILLAGE WATER CO., INC. ("PATTON VILLAGE"), a Texas Corporation, duly organized under the laws of and authorized to do business in the State of Texas, and M.B.C. WATER SYSTEMS, INC. ("MBC"), a Texas Corporation, duly organized under the laws of and authorized to do business in the State of Texas.

WITNESSET'H:

<u>Recitals</u>

PATTON VILLAGE owns and operates a waterworks production and delivery system that provides or will provide potable water to retail and/or commercial customers within its designated boundaries, Certificate and Convenience Number: 10347 in Harris and Montgomery Counties, Texas.

PATTON VILLAGE desires to obtain services for competent professional management, bookkeeping, office administration, operations and maintenance of its waterworks production and distribution facilities. MBC is in the business of providing management, bookkeeping, operations and maintenance of water production and delivery systems, and desires to enter into this professional services agreement with PATTON VILLAGE.

Agreement

In consideration of the premises and the mutual undertakings herein contained, PATTON VILLAGE and MBC agree as follows:

<u>ARTICLE I</u>

ADMINISTRATIVE SERVICES

Section 1.01. Organization, MBC shall operate and maintain PATTON VILLAGE's water systems in accordance with the terms of this Agreement.

Section 1.02. Personnel. MBC shall provide competent, trained personnel to operate PAITON VILLAGE's water systems, which personnel, where applicable, shall possess valid certificates of competency, as required by the State of Texas.

Section 1.03. Meetings. MBC shall provide competent representation at all regularly scheduled meetings, special meetings and any other meeting of PATTON VILLAGE's representatives and Board of Directors when requested by PATTON VILLAGE.

<u>Section 1.04</u>. <u>Customer Relations</u>, MBC shall render to PATTON VILLAGE all reasonable assistance in the promotion of good relations with PATTON VILLAGE's customers.

Section 1.05. Inquiries and Correspondence. MBC shall respond to all correspondence and inquiries from PATTON VILLAGE s Directors, representatives, consultants, or customers in a prompt, professional manner.

<u>ARTICLE II</u>

OPERATION OF WATERWORKS PRODUCTION AND DELIVERY PATTON VILLAGE

Section 2.01. Facility Operations. MBC shall provide personnel, vehicles, tools and equipment reasonably necessary for the routine operation of PATTON VILLAGE's facilities. MBC agrees to operate PATTON VILLAGE's water systems in an efficient manner and shall maintain it in good condition and working order.

Section 2.02. Facility Maintenance and Repairs. MBC shall provide personnel, vehicles, tools and equipment reasonably necessary to perform routine preventative maintenance tasks, as recommended by the equipment manufacturer's manual and in accordance with industry standards as set forth by the American Water Works Association. MBC shall, when needed, repair or provide and replace those parts of equipment expected to require repair or replacement in the normal operation of such facilities. Notwithstanding the provisions of the Assignment of guarantee as defined below, PATTON VILLAGE shall pay the cost of necessary materials, personnel, tools, vehicles and equipment to perform maintenance and make repairs as required.

<u>Section 2.03</u>. <u>Quality of Replacement Equipment</u>. MBC shall use good judgment with respect to replacement materials or parts but shall not be responsible to PATTON VILLAGE for any guaranty in connection with such materials or parts. MBC shall, however, use reasonable efforts to obtain from the manufacturer or supplier the guarantees applicable in the particular industry and shall assign the same to PATTON VILLAGE.

Section 2.04. Major Repairs. If at any time, in the opinion of MBC, a condition arises that requires repair or replacement to PATTON VILLAGE's facilities and MBC believes that the cost of such repair or replacement will not be in excess of \$1,000.00, MBC shall see that the repair or replacement is made. PATTON VILLAGE shall reimburse MBC for the cost of such repair. Repairs or replacements, other than as provided in Section 2.05, in excess of \$1,000.00, must be presented to PATTON VILLAGE's Directors and representatives for approval.

Section 2.05. Emergency Repairs. PATTON VILLAGE acknowledges that MBC may be required to perform emergency repairs to PATTON VILLAGE's facilities located within easements wherein other public utilities may have facilities. PATTON VILLAGE agrees that during such emergency repairs, as long as MBC exercises the amount of care exercised by a reasonably prudent party in such situation, PATTON VILLAGE shall hold MBC harmless from any and all damage that may occur in the performance of the emergency repair.

Section 2.06. Water Connections. MBC agrees to install meters to serve a single-family residence and commercial facilities upon receipt by PATTON VII.LAGE of the appropriate tap'fee specified in PATTON VILLAGE's Rate Order. Taps will be doubles on single-family residences where possible. All meters and installation material shall meet American Water Works Association standards and applicable rules and regulations of any regulatory authority.

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Section 2.07. Inspections. MBC shall provide each potential customer with required inspection forms and the customer shall select a licensed inspector, and pay to have an inspection performed on each newly constructed dwelling requesting to be connected to PATTON VILLAGE's water systems. The customer is required to provide the completed inspection report to MBC in order to obtain service.

Section 2.08. Sampling and Testing. MBC shall perform, or have performed, by a qualified laboratory all sampling, testing and/or analysis required by all applicable regulatory agencies and shall submit the results of any such sample, tests or analysis to such regulatory agencies on a timely basis as required by PATTON VILLAGE or the applicable regulatory agency.

Section 2.09. Regulatory Permits and Reports. MBC agrees to prepare and submit all routine monthly reports on a timely basis (1) to the applicable regulatory agencies supervising the operation of PATTON VILLAGE's facilities, and (ii) to all others approved by PATTON VILLAGE's Directors and representatives.

<u>Section 2.10</u>. Compliance with Applicable Laws. MBC agrees to operate PATTON VILLAGE's facilities in conformance with all applicable laws, rules and regulations, and to maintain and preserve all of ⁻ PATTON VILLAGE's records in its possession in accordance with applicable laws, rules and regulations.

ARTICLE III

BILLING AND COLLECTION

Section 3.01. Water. MBC shall read all water meters served by PATTON VILLAGE, and will provide monthly billing and collection services to PATTON VILLAGE for water services charged to customers of PATTON VILLAGE. PATTON VILLAGE agrees that adjustments to billing of up to \$100.00 for over and under registration of water meters, for underground leaks, for establishment of water use by, customer when water meters have been inoperative, for an obviously incorrect meter reading, or other recognized and proper adjustments granted to customers by MBC will be accepted by PATTON VILLAGE, and such adjustments for water use shall be applicable to obtain the indicated adjusted billing of water charges. Adjustments, other than for corrections of billing errors, in excess of \$100.00 shall be referred to governing Board of Directors for settlement.

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Section 3.04. Reports. MBC agrees to render to PATTON VILLAGE such regular monthly reports on billings, money received on water accounts and uncollectible bills and accounts as may be required for a proper audit of the water accounts of PATTON VILLAGE and to keep PATTON VILLAGE apprised of the operations and maintenance of PATTON VILLAGE's water systems.

Section 3.05. Office Administration. MBC will provide daily office administrative and customer service from 9:00 a.m. to 5:00 p.m. Monday thru Thursday and 9:00 a.m. to 3:00 p.m on Friday, excluding holidays. MBC will provide and maintain an emergency telephone number for use after office hours, weekends and holidays. The emergency number will be posted within PATTON VILLAGE's boundaries as required by State regulations.

, , Section 3.06. Use of PATTON VILLAGE's Facilities. As part of the consideration -for this agreement, PATTON VILLAGE agrees to provide MBC use of its water plants, including any and all production and distribution facilities. Nothing in this provision shall be construed as to limit access to PATTON VILLAGE's water plants or production and distribution facilities by duly authorized agents or representatives of PATTON VILLAGE.

ARTICLE IV

<u>MANAGEMENT</u>

Section 4.01. Management of System. MBC will provide management services to PATTON VILLAGE and its systems, including, management of all cash flow, correspondence with governmental agencies, planning of all improvements and repairs, supervision of all contracts and contracted personnel, meetings with regulatory agencies, monitoring and regulating all customer relations, supervision of rate cases, of all office operations and personnel, of compliance issues and Board of Director issues and communications. MBC will also prepare and mail the annual Consumer Confidence Reports, and do all customer notifications as needed, and collect monthly coliform samples.

<u>ARTICLE V</u>

PRICE AND PAYMENT

Section 5.01. Price. Effect of Partial Assignment. PATTON VILLAGE shall compensate MBC for the services provided pursuant to this Agreement in accordance with the schedule attached hereto as Exhibit "A".

Section 5.02. Payment. MBC shall submit statements and/or invoices for services to PATTON VII.LAGE monthly. PATTON VII.LAGE shall pay such statement and/or invoices (within 15 days) of receipt, PATTON VILLAGE agrees to pay interest at a rate of 12% per annum on all undisputed amounts unpaid after 30 days

<u>Section 5.03</u>. <u>Price Adjustment</u>. The amounts indicated by Exhibit A arc subject to an annual adjustment. The adjustment will be calculated by the percentage change in the Consumer Price Index from the previous year, and shall become effective on the anniversary date of this agreement.

<u>ARTICLE VI</u>

TERMS AND TERMINATION

Section 6.01. Commencement of Operation. MBC shall commence performance of this Agreement on the effective date hereof, which is hereby established to be January 1, 2011.

<u>Section 6.02.</u> Term. This Agreement shall remain in effect for a period of five (5) years from the effective date hereof. Should no action be taken to renew this agreement beyond the initial term, the agreement shall be considered renewed on the anniversary date on an annual basis with all terms and conditions continuing in full force and effect.

Section 6.03. Termination with Cause. Either party may terminate this agreement for material breach by either party or for failure to perform to the standards set by this agreement provided that, (a) the terminating party provides written notice to the other party of such breach or failure to perform and, (b) the alleged breach or failure to perform is not corrected within sixty days (60 days) of receipt of written notice. In the event of a breach or failure to perform results in litigation, the prevailing party to such litigation shall be entitled to compensation for all costs associated with the litigation.

<u>Section 6.04.</u> Early Termination. In addition to the above-stated provisions, either party may terminate this Agreement at will by giving the other party sixty (60) days written notice of the party's intention to terminate this Agreement. To be valid the notification of termination must be provided to and received by the non-terminating party sixty (60) days prior to the intended termination date.

<u>ARTICLE VII</u>

MISCELLANEOUS PROVISIONS

Section 7.01. Independent Contractor. MBC has been retained by PATTON VILLAGE only for the purposes and to the extent set forth in this Agreement, and MBC's relationship to PATTON VILLAGE during the term of this Agreement is that of an independent contractor. MBC shall be free to dispose of such portion of its entire time not required to satisfy the terms of this Agreement in any manner decemed desirable by MBC.

Section 7.02. Subcontracts. MBC shall subcontract such of its work hereunder as may, in MBC's opinion, be desirable. Any subcontractor hired by MBC shall be the sole responsibility of MBC and shall not relieve MBC of any of its obligations or liabilities hereunder.

Section 7.03. Standard of Operation. MBC agrees to use reasonable diligence and care in the operation and maintenance of PATTON VILLAGE's facilities.

Section 7.04. PATTON VILLAGE's Responsibilities. The parties hereto agree that MBC's responsibility is to operate and maintain PATTON VILLAGE's facilities with a reasonable degree of diligence and care, but that MBC is not otherwise responsible for the quality of the water supply of the failure of any portion of PATTON VILLAGE to meet local, state or federal standards, unless attributable to MBC's negligence or willful misconduct or the negligence or willful misconduct of MBC's agents, employees or subcontractors.

Section 7.05. Modifications. No alteration or modification of this Agreement shall be made except in writing duly signed by the parties hereto.

Section 7.06. Notice. Whenever under the provisions of this Agreement notice is required to be given, such notice shall be given in writing by registered mail and addressed to the party for whom intended at its current address of record, and such notice shall be deemed to have been given when the notice has thus been mailed.

Notice to PATTON VILLAGE WATER INC. shall be made to: P.O. Box 308 Spring, Texas 77383-0308 (281) 367-4460. Notice to M.B.C. Water Systems, Inc. shall be made to: 27493 Hanna Road Suite 1 Conroe, Texas 77385

Section 7.07. Assignability. This agreement is binding on the parties, their successors, heirs, agents, and assigns, and is not assignable without consent of the other party.

(281) 444-7747.

Section 7.08. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the signatories hereto and shall not be construed to confer any benefits or right upon any other party, including customers of PATTON VII.LAGE, and is governed by Texas law and enforceable in Montgomery County, Texas.

Section 7.09. Existing Agreement. This agreement shall supersede any existing agreement between PATTON VILLAGE and MBC related to the matters for which the parties entered into this agreement. Upon acceptance of this agreement by the parties, any such existing agreement shall be considered null and void.

<u>Section 7.10</u>. <u>Dispute Resolution</u>. The parties agree that if any dispute arises between them concerning the Agreement as well as any rights, duties and obligations of the parties related to the Agreement the parties will submit the dispute to mediation prior to filing any legal action concerning the dispute.

Section 7.11. Venue. Venue for any dispute concerning the Agreement as well as any rights, duties and obligations of the parties related to the Agreement shall be in Montgomery Counly, Texas. This agreement has been executed in duplicate by the duly authorized officers of the parties hereto as of the date and year first written above.

Effective as of the date set forth above:

PATION VILLAGE WATER CO., INC.

By: lis:

Mitchell M. Martin, Jr. Board President

ATTEST:

Michael Martin, Board Secretary

M.B.C. WAFER SYSTEMS, INC.

By:

Mitchell M. Martin, Jr. Its: Board President

ATTEST

Michael Martin, Board Secretary

EXHIBIT "A"

In consideration for services to be rendered by MBC to PATTON VILLAGE pursuant to the agreement, MBC shall receive the following compensation.

I. Basic Service:

- a) <u>Professional Management Oversight</u>. MBC will provide effective professional management oversight to include all things routine, usual and customary with issues arising from the normal course of utility business.
- b) <u>Office Administration</u>. MBC will provide efficient office administration services to include all things routine, usual and customary to effective administration of the day to day business of PATTON VILLAGE.
- c) <u>Bookkeeping Services</u>. MBC will provide bookkeeping services on behalf of PATTON VILLÄGE. Bookkeeping services shall comport with governmental bookkeeping standard's for state water utilities and in accordance with recommendations as set forth by PATTON VILLAGE's auditors,
- d) <u>Water Operations and Maintenance Services</u>. MBC will provide water utility field operational services, to include routine, usual and customary operations and maintenance of PATTON VILLAGE's facilities on an ongoing basis, to include, but not necessarily be limited to, (i) connection and disconnection of water services, (ii) meter removal and installation in conjunction with provision of residential and commercial water services.

II. Basic Services Monthly Fee:

- a) <u>General Operations</u>: Services for General Operations shall be compensated at the rate of \$20.00 per service connection on the water system per month.
- b) <u>Billing Services</u>: Services for preparing of monthly bills, preparation, maintaining customer record and providing customer relations shall be compensated at the rate of \$4.00 per service connection on the water system per month. Services for preparation of disconnection notices to customers shall be compensated at the rate of \$5.00 per notice.
- c) <u>Other Services</u>: Services for the preparation and mailing of the annual Consumer Confidence Report and other customer notifications as needed shall be compensated at the rate of \$5.00 per notice. Services for collecting additional monthly coliform samples shall be compensated at the rate of \$25.00 per sample.

III. Additional Services.

a) Water Taps:

i. Residential water taps: \$650.00 per tap (5/8" Residential)

IV. Non-Routine Services.

a) Work performed outside the scope of the basic services, including, but not limited to, repairs or operations performed due to acts of God, damage to facilities caused by others, leaks and other field repairs that may be attributable to substandard workmanship performed by others or the failure of substandard or misapplication of materials by others, will be billed in accordance with the following rate schedule:

	L	abor Rates:		Per Hour	
	1.	Non-Skilled Labor:		\$20.65/hour	
	2.	Skilled Labor:	r 3	\$40.00/hour ,	
	3.	Certified Equipment Operator:		\$60.00/hour	Ą.
	4.	Licensed Operator:		\$41.68/hour	ž
	5.	Technician:		\$41.68/hour	
	6.	Supervisor:		\$51.66/hour	
		Equipment Rates:		۶	
	_			* *	
	7.	Service Truck:		\$15.00/hour ⊧	
	8.	Backhoc w/Operator:		\$65.00/hour	
	9.	Excavator:	•	\$45.00/hour	
	10	. Well Pulling Rig:		\$45.00/ĥour	
3	11	Trailer:		\$12.50/hour	•
	12	. Generator (10KW):		\$12.50/hour	
	13	. Generator (50KW):		\$50.00/hour •	
	14	. Contractor Pump:		\$12.50/hour	
	-15	. Road Boring Rig:	ע ו	-\$25.00/hour	
		*			

Other Equipment, Contractors, Materials, Parts, Services, Supplies, and Postage will be billed at 15% over invoiced costs (or vendor may invoice PATTON VILLAGE directly).

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ATTACHMENT 2-7

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APPLICATION RESOLUTION - CERTIFICATE OF SECRETARY

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M.B.C. WATER SYSTEMS, INC.

STA	TE OF TEXAS	~~) \			•
cot	INTY OF MONTGON	JERY)	i.		÷
,"M.	I, the undersigned S B.C.") located in Mor			f M.B.C. WATER SY ERTIFY as follows:	STEMS, INC.,
	1. That on the 12° c. C. was held at a meetine Board of Directors o	ng place within th	e City of Conroe,	neeting of the Board Texas, the duly consti	
3	Mitchell M. Martin	, Jr., President an	Id Director		
*	Michael M. Martin,	Jr., Secretary an	d Director		
	Among other busine	ess considered at	said meeting, the	attached Resolution	entitled:
	"A RESOLUTION Systems, Inc. reque: the Texas Water De authorizing the filin assistance; and mak	sting financial part velopment Board g of an application	rticipation and as I in the amount of on for financial pa	sistance from \$13,455,624.00; urticipation and	د. هر تا
^b prese M. N adop	introduced and submitt ntation and due consid fartin, Jr., and second ted by M.B.C.'s Board	leration of the Re ed by Director M of Directors by t	solution, and upo Aichael Martin, the the following vote	n motion made by Din ne Resolution was du ::	rector Mitchell ly passed and
All L	Directors voted "For"	No Directors	voted "Against"	No Directors ab	stained

all as shown in the official Minutes of the Board of Directors of M.B.C. for the meeting held on the above-stated date. \$-

2. That the attached Resolution is a true and correct copy of the original on file in the official records of M.B.C.; the duly qualified and acting members of the Board of Directors on the abovestated meeting and those persons shown above and, according to the records of my office.

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Michael M. Martin, Sr., Secretary of the Board M.B.C. Water Systems, Inc.

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APPLICATION FILING AND AUTHORIZED REPRESENTATIVE RESOLUTION

M.B.C. WATER SYSTEMS, INC.

This is entitled: "A RESOLUTION by the Board of Directors of M.B.C. Water Systems, Inc. requesting financial participation form the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

Accordingly thereto: This is a Resolution by the Board of Directors (the "Board") of M.B.C. WATER SYSTEMS, INC., whereby the Board is requesting financial assistance from the Texas Water Development Board; and the Board hereby authorizes the filing of an application for such financial assistance; and making certain findings in connection therewith.

BE IT THEREFORE RESOLVED by the Board of Directors of M.B.C. WATER SYSTEMS, INC. the following: :

<u>SECTION 1</u>: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in the amount not to exceed thirteen million four hundred fifty-five thousand six hundred twenty-four and no/one hundred dollars (\$13,455,624.00) to provide for the cost of upgrades and repairs to the water systems, for land acquisition, the purchase of water systems owned by Community Utility Company, Consumers Water, Inc., Suburban Utility CO., and Patton Village Water CO.; Inc., for engineering and legal services related to this project, for reports, permits, escrowed interest, Texas Water Development Board fees and such other costs and fees as may occur and/or be necessary related to this project.

SECTION 2: That MITCHELL M. MARTIN, Jr., be and hereby is designated the authorized representative of M.B.C. WATER SYSTEMS, INC., for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent M.B.C. WATER SYSTEMS, INC. before any hearing held by the Texas Water Development Board and/or before any other state hearing board or agency on such application, to wit:

Financial Advisor: B

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Bill Blitch Blitch Associates, Inc. 11111 Katy Freeway, Suite 820 Houston, TX 77079 (713) 467-7344 Fax: (713) 291-6482 Engineer:

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John Littlefield 307 St. Lawrence Gonzales, TX 78629 (830) 672-7546 Fax: (830) 672-2034

Board Counsel:

Les Romo Law Office of Les Romo 307 Shannon Lane Georgetown, TX 78628 (512) 868-5600 Fax: (512) 863-0452

PASSED AND APPROVED on this 1st day of November 2010.

Mitchell M: Martin, Jr. Board President-Director M.B.C. Water Systems, Inc.

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ATTEST: .

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Michael M. Martin, Sr., Secretary-Director

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Southwest Engineers

Civil · Environmental · Planning 307 Saint Lawrence Street Gonzales, Texas 78629 www.swengineers.com TBPE NO. F-1909

December 23, 2010

Texas Water Development Board Project Finance 1700 N. Congress Avenue, 6th Floor Austin, Texas 78701

RE: M.B.C. WATER SYSTEMS, INC. Texas Water Development Board 2011 Drinking Water State Revolving Fund (DWSRF) SWE Project No. 0362-006-10

Gentlemen,

As per application instructions, please find attached one (1) original and seven (7) copies of the Application for Financial Assistance to the 2011 Drinking Water State Revolving Fund (DWSRF) on behalf of our client, M.B.C. Water Systems, Inc.

The required one (1) electronic copy will take more time to prepare and therefore is not included with this submittal, but will be submitted at a later date.

Respectfully submitted, Jerry G. Shepherd, P.E.

JGS/mh

ENCL.

cc: M.B.C. Water Systems, Inc. w/set Blitch & Associates w/set Law Office of Les Romo w/set

T:\Martin Systems\0362-006-10 - 2011 TWDB DWSRF\Project Finance TWDB 12-23-10.doc

ATTACHMENT 2-12



Southwest Engineers Civil · Environmental · Planning

Civil · Environmental · Planning 307 Saint Lawrence Street Phone (830) 672-7546 Gonzales, Texas 78629 Fax (830) 672-2034 www.swengincers.com TBPE No. F-1909

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¢ Statement

May 15, 2013

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Mr. Mitchell "Mitch" Martin M.B.C. Systems, Inc. 27493 Hanna Road Conroe, TX 77385

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Project: 0362-006-10 MBC Water System - 2011 TWDB DWSRF Proj

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Outstanding Involces

invo Nun	nber .	Date	Amount Invoiced	Amount Received	Balance Due	Days Past Due	
010	0663	10/31/2010	35.433.75	29.602.66	5.831.09	927	م د سر
	0746	11/30/2010	10.123.75		10,123.75	`897	
010	0847	12/31/2010	57,042.25		57,042.25	866	
011	0046	1/31/2011	27,719.25		27,719.25	835	
011	0113	2/28/2011	15,537.50		15,537.50	807	
011	0186	3/31/2011	7,434.91		7,434.91	776	-
011	0266	4/30/2011	1,265.00	•	1,265.00	746	
011	0349	5/31/2011	1,875.00		1,875.00	715	
011	0426	6/30/2011	1.937.50		1,937,50	685	
011	0493	7/31/2011	9,046.25		9,046.25	654	
011	0527	8/31/2011	187.50		187.50	· 623	
Statement Totals			167,602.66	29,602.66	138,000.00		



Southwest Engineers Civil · Environmental · Planning

307 Saint Lawrence Street Gonzales, Texas 78629

Phone (830) 672-7546 Fax (830) 672-2034

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www.swengineers.com

October 31, 20	010
Project No:	0362-006-10
Invoice No:	100663

Mr. Mitchell "Mitch" Martin M.B.C. Systems, Inc. 27493 Hanna Road Conroe, TX 77385

Re: 2011 TWDB DWSRF Project

Dear Mitch:

Submitted herewith is our statement for Engineering Services for the above referenced project.

Task	* 00000	Funding Application			ę	
Professional	Personnel	•			*	
Ł		, *	Hours	Rate	Amount	
Principal	Engineer		10.50	135.00	1,417.50	
	oject Engineer		63.00	125.00	7,875.00	
Principal			30.00 -	150.00	4,500.00	
Engineer	Technician		. 6.00	90.00	540.00	
Senior A	dministrative Assis	tant	.50	65.00	32.50	
CAD Tec	hnician II		4.50	70.00	315.00	
, Administi	ative Assistant		55.75	65.00	3,623.75	
•	Totals		170.25		18,303.75	
	Total Lat	700				18,303.75
			Ŀ	Total thi	s Phase	\$18,303.75
Task	00001	Engineering Feasibility	Report		ک زیر ہے جب ہیں جو سے کہ تک کہ کے کو کو کو ک	t
Professional	Personnel	i			*	
	*		Hours	Rate	Amount	*
Senior Pr	oject Engineer	•	5.75	125.00	718.75	
Principal	e		24.00	150.00	3,600.00	
Engineer	Technician		6.00	90.00	540.00	
. .	Totals		35.75		4,858.75	
	Total Lat	or			j.	4,858.75
	•			·····	s Phase	\$4,858,75

Professional Personnel

	Hours	Rate	Amount
• Principal	8.00	150.00	1,200.00
Engineer Technician	6.00	90.00	* 540.00
Totals	14.00		, 1,740.00
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Project	0362-006-10		,	2	í.		Invoice	100663
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Professional	Personnel			•				
•			•		Hours	Rate	Amount	" b
Senior Pro	oject Engineer				2.75	125.00	343.75	,
Principal	•			t	36.00	150.00	5,400.00	•
Engineer	Technician	•			14.00	90.00	1,260.00	
	Totals			-	52.75		7,003.75	
	Total Lab	or					₽	7,003.75
				•		Total thi	s Phase	\$7,003.75
Task	• 00005 ^م	 Sale	, Transfei	. Merger			.	

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		Hours	Rate	Amount		
Engineer		9.50	125.00	1,187.50		
		6.00	150.00	900.00		
niclan		16.00	90.00	1,440.00		
Totais		31.50		3,527.50		4 *
Total Labor				,	3,527.50	4
i		*	Total thi	is Phase	\$3,527.50	
		4	Total this	Invoice	\$35,433.75	
	nician Totais	niclan Totals Total Labor	Engineer 9.50 6.00 nician 16.00 Totals 31.50 Total Labor	Engineer 9.50 125.00 6.00 150.00 niclan 16.00 90.00 Totals 31.50 Total Labor Total Labor	Engineer 9.50 125.00 1,187.50 6.00 150.00 900.00 nician 16.00 90.00 1,440.00 Totals 31.50 3,527.50 Total Labor 4 4 4	Engineer 9.50 125.00 1,187.50 6.00 150.00 900.00 nician 16.00 90.00 1,440.00 Totals 31.50 3,527.50 Total Labor , 3,527.50 Total this Phase

Outstandi	ng invoices	•		
•	Number		Date	Balance
	100539		9/30/2010	18,063.75
4.	Total	٦		18,063.75 🖆
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Respectfully submitted, . **

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'John W. Littlefield

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W	307 Saint Lawren Gonzales, Texas		' Fax (8	30) 672-7546 30) 672-2034	
			Project No		i-10
Mr. Mitchell "Mitch" Martin M.B.C. Systems, Inc.	PAID		Invoice No	o: 100746	
27493 Hanna Road	1.11 Date	1. 12	<i>x</i>		
Conroe, TX 77385	16- <u>07-15</u> Amt	-5566-0	5.	DA	ID
*	3 <u></u>	,	<u>rı</u>		Date 5-14-13
Re: 2011 TWDB DWSRF Project	DOSI	<u>喧</u> 的.		«	
Dear Mitch:	PC3	ر فار	Ro	vd. <u>5-28-13</u>	Amr 602,66
Submitted herewith is our statement f	or Engineering Se ber 1, 2010 to No	ervices for ti ovember 30	ne above refe , 2010	erenced project.	
Task 00000 Funding	Application	·····			<u></u>
-					3
Professional Personnel		Hours	Rate	Amount	
Senior Project Engineer		3.00	125.00	375.00	
Principal	•	22.00	150.00	3,300.00	
			100,00		
Senior Administrative Assistant		.25	65.00	16.25	
Senior Administrative Assistant Administrative Assistant				•	
		.25	65.00	16.25	c ·
Administrative Assistant		.25 1.25	65.00 65.00	16.25 81.25	· · · · · · · · · · · · · · · · · · ·
Administrative Assistant Administrative Clerk		.25 1.25 .50	65.00 65.00	16.25 81.25 25.00	3,797.50 opplud
Administrative Assistant Administrative Clerk Totals		.25 1.25 .50	65.00 65.00	16.25 81.25 25.00	3,797.50 opplud
Administrative Assistant Administrative Clerk Totals		.25 1.25 .50	65.00 65.00	16.25 81.25 25.00 3,797.50	3,797.50 applied 662.66 \$3,797.50 ballove
Administrative Assistant Administrative Clerk Totals	я	.25 1.25 .50	65.00 65.00 50,00	16.25 81.25 25.00 3,797.50	3,797.50 opplud .602.66 \$3,797.50 balov co 3,1.74.84
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Administrative Assistant Administrative Clerk Totals Total Labor Task 00003 Water C	onservation Plan	.25 1.25 .50 27.00	65.00 65.00 50.00 Total this P	16.25 81.25 25.00 3,797.50	part 31 TT.CI
Administrative Assistant Administrative Clerk Totals Total Labor Task 00003 Water C Professional Personnel	onservation Plan	.25 1.25 .50 27.00	65.00 65.00 50.00 Total this P	16.25 81.25 25.00 3,797.50 hase	part 31 TT.CI
Administrative Assistant Administrative Clerk Totals Total Labor Task 00003 Water C Professional Personnel Principal	onservation Plan	.25 1.25 .50 27.00 Hours 30.00	65.00 65.00 50.00 Total this P Rate 150.00	16.25 81.25 25.00 3,797.50 hase Amount 4,500.00	part 31 TT.CI
Administrative Assistant Administrative Clerk Totals Total Labor Task 00003 Water C Professional Personnel Principal Engineer Technician	onservation Plan	.25 1.25 .50 27.00 Hours 30.00 12.00	65.00 65.00 50,00 Total this P Rate 150.00 90.00	16.25 81.25 25.00 3,797.50 hase Amount 4,500.00 1,080.00	part 31 TT.CI
Administrative Assistant Administrative Clerk Totals Total Labor Task 00003 Water C Professional Personnel Principal Engineer Technician Senior Administrative Assistant	onservation Plan	.25 1.25 .50 27.00 Hours 30.00 12.00 .75	65.00 65.00 50.00 Total this P Rate 150.00 90.00 65.00	16.25 81.25 25.00 3,797.50 hase Amount 4,500.00 1,080.00 48.75	part 31 TT.CI
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Administrative Assistant Administrative Clerk Totals Total Labor Task 00003 Water C Professional Personnel Principal Engineer Technician Senior Administrative Assistant Administrative Assistant	onservation Plan	.25 1.25 .50 27.00 27.00 .75 1.50	65.00 65.00 50.00 Total this P Rate 150.00 90.00 65.00	16.25 81.25 25.00 3,797.50 hase Amount 4,500.00 1,080.00 48.75	part 31 TT.CI
Administrative Assistant Administrative Clerk Totals Total Labor Task 00003 Water C Professional Personnel Principal Engineer Technician Senior Administrative Assistant Administrative Assistant Totals	onservation Plan	.25 1.25 .50 27.00 27.00 .75 1.50	65.00 65.00 50.00 Total this P Rate 150.00 90.00 65.00	16.25 81.25 25.00 3,797.50 hase Amount 4,500.00 1,080.00 48.75 97.50	1-28-13 Park 3 1 17.00
Administrative Assistant Administrative Clerk Totals Total Labor Task 00003 Water C Professional Personnel Principal Engineer Technician Senior Administrative Assistant Administrative Assistant Totals	onservation Plan	.25 1.25 .50 27.00 27.00 .75 1.50	65.00 65.00 50.00 Total this P Rate 150.00 90.00 65.00	16.25 81.25 25.00 3,797.50 hase Amount 4,500.00 1,080.00 48.75 97.50	t-22-13 φα 1/3 1 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

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Task	00005 Sale,	Transfer, Merg	er	F.	ليبير ومنها المراجع فالمتافا ويوج ومناك	and the second	~	
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Professional P	ersonnel		Hours	Ŕate	Amount	•		
' Principal			4.00	150.00	600.00			
a k	Totals		, 4.00	,	600.00		- -	
	Total Labor			` .		-600.00	•	
				Total this Ph	ıase	* \$600.00		
				Total this inv	olce	\$10,123.75		
Outstanding in	ivolces	ة م					ţŧ *x	•
	Number	Date	` Balance					a
	100539 100663	9/30/10 10/31/10	10,000.00 35,433.75					•
	Total	10/0 // 10	45,433.75					
Respectfully sul		1		2 ⁵				
· · · · · · · · · · · · · · · · · · ·	20							
· / Je	\leq							*
John W. Littlefie	ald							•
JWL/dm								

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Southwest Engineers Civil · Environmental · Planning

Phone (830) 672-7546 Fax (830) 672-2034 307 Saint Lawrence Street Gonzales, Texas 78629 www.swengineers.com

-	-	December 31, 2	2010
Mr. Mitchell "Mitch" Martin		Project No: Invoice No:	0362-006-10 100847
M.B.C. Systems, Inc. 27493 Hanna Road		F	AID
Conroe, TX 77385		Ck#_4685	_ Date 10-21-13
Re: 2011 TWDB DWSRF Project	ł	Rcvd_11-1-12	Amt 2045.16

Dear Mitch:

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Submitted herewith is our statement for Engineering Services for the above referenced project. Professional Services from December 1, 2010 to December 31, 2010

ïask 00000 F	unding Application				
Estimated Fee \$50,000.00	Ň				
rofessional Personnel	*				
		Hours	Rate	Arnount	
Principal Engineer		5.50	135.00	742.50	
Senior Project Engineer		8.75	125.00	1,093.75	
Principal		6.00	150.00	900.00	
Graduate Engineer II		16.25	95.00	1,543.75	
Administrative Assistant		4.50	65.00	292.50	
Totals		41.00		4,572.50	
Total Lab	or	•			4,572.50
	,		Total this Pl	hase	\$4,572.50
					Pol -2045.16
illings to Date					Fallance 2707.34
.	Current	Prior	Total		
Labor	4,572.50	45,426.25	49,998.75		*
Totals	4,572.50	45,426.25	49,998.75		

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Fee 4					, , , , , , , , , , , , , , , , , , ,	t
Total Fee	200,000.00					
Percent Complete	7.00	Total Earn Previous I Current Fo Total Fee	Fee Billing ee Billing	14,000.00 4,858.75 9,141.25	9,141.25	
- *	b .		Total this F	hase	\$9,141.25	
Billings to Date *	Current	Prior	Total			
Fee	* 9,141.25	0.00	9,141.25		, a	
l chor		1,858.75	4,858.75			
,Totais		,858.75	14,000.00			
Task 00002	Environmental Informati	ion Docume	nt			4
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Fee Total Fee	235,000.00			۰.		
t.		T 4 - 1 F		4 700 50		
Percent Complete	0.75	Total Earn		1,762.50		
			Fee Billing	1,740.00	د	
	۲ş	Current Fe		22.50		
		Total Fee			22.50	
	·		Total this F	'hase	\$22.50	
Task 00003	Water Conservation Pla	n		r		
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Fee			-	1		
Fee Total Fee	. 75,000.00		-			
Fee Total Fee Percent Complete	75,000.00 66.67	Total Earn		50,002.50		
Fee Total Fee	75,000.00 66.67	Total Earn	Fee Billing	50,002.50 ↓ 12,730.00		
Fee Total Fee Percent Complete	. 75,000.00 66.67	Total Earn ↔ Previous I Current Fe	Fee Billing ee Billing	50,002.50	37.272.50	
Fee Total Fee Percent Complete	75,000.00 66.67	Total Earn	Fee Billing ee Billing	50,002.50 12,730.00 37,272.50	37,272.50 \$37,272.50	
Fee Total Fee Percent Complete	. 75,000.00 66.67	Total Earn ↔ Previous I Current Fe	Fee Billing ee Billing	50,002.50 12,730.00 37,272.50	37,272.50 \$37,272.50	
Fee Total Fee Percent Complete	. 75,000.00 66.67	Total Earn ↔ Previous I Current Fe	Fee Billing ee Billing	50,002.50 12,730.00 37,272.50		
Fee Total Fee Percent Complete	. 75,000.00 66.67	Total Earn ↔ Previous I Current Fe	Fee Billing ee Billing	50,002.50 12,730.00 37,272.50		• •
Fee Total Fee Percent Complete	. 75,000.00 66.67	Total Earn ↔ Previous I Current Fe	Fee Billing ee Billing	50,002.50 12,730.00 37,272.50		• ,
Fee Total Fee Percent Complete	. 75,000.00 66.67	Total Earn ↔ Previous I Current Fe	Fee Billing ee Billing	50,002.50 12,730.00 37,272.50		• ,
Fee Total Fee Percent Complete	. 75,000.00 66.67	Total Earn ↔ Previous I Current Fe	Fee Billing ee Billing	50,002.50 12,730.00 37,272.50		• ,
Fee Total Fee Percent Complete	. 75,000.00 66.67	Total Earn ↔ Previous I Current Fe	Fee Billing ee Billing	50,002.50 12,730.00 37,272.50		•

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Drought Contingency Plan 00004 Task

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	•					
Fee	•					
Total Fee	20,000.00			•		
Percent Complete	0.00	Total Earne	ed	0.00		
• •	×	Previous F		0.00	•	
غ و		, Current Fe	e Billing 🔩	0.00		
`. 		Total Fee Total this	Phase	در قبور و	0.00 \$0.00	\$
				ي. ا		*
Task 00005 Sa	ale, Transfer, Merger					` }
Estimated Fee \$20,000.00	· 7. 40.		-	·	~	
Professional Personnel	*		5			
Opering Designst Frankson		Hours	Rate	Amount		
Senior Project Engineer	1	2.00	125.00	250.00		
Regulatory Manager		6.50	90.00	585.00		
Administrative Assistant	4	6.50	65.00	422.50	'à 7	
Totals		- 15.00		1,257.50	· · · · · · · · · · · · · · · · · · ·	•
Total Labo	r	*		<u>,</u> - <u>,</u>	1,257.50	
	ж. т. К	-	Total this P		\$1,257.50	
Billings to Date	× 1				•	3
plinings to pare	Current	Prior	Total			
Labor		7,352.50	8,610.00	•	r	
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Totals

Task	00006	Rate Issues
Estimated Fee	\$10,000.00	

ł	\$	Total this Phase	\$0.00
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7,352.50

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8,610.00

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Task 00	007 Re	imbursable Expen	ses	1		
Reimbursable Exp	penses					
Miscellaneous						
12/31/10 Rein	nbursable Exp	enses -		4,7	76.00	
Rep	roduction	hurahlan		A 7	70 00	4 770
	Total Reim	Dursables		4 ,4	76.00	4,776.
				Total this Phase		\$4,776.
Billings to Date				1		
		Current	Prior	Total		
Expense		4,776.00	0.00	4,776.00		
Totals		4,776.00	0.00	4,776.00		
				Total this Invoice		\$57,042
					10 31	1 2045,
Outstanding Invo						54,997
	Number	Date	Balance		•	
	100539	9/30/10	5,000.00	ł		
	100663	10/31/10	35,433.75	1		
	100746	11/30/10	10,123.75	•		
	Total		50,557.50	1		
				1		
				I		
				1		
Respectfully submi	itted			1		
Respectively odolling	2					
				1		
h-	<u>`</u>					
John-W-Littlefield	2					
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JWL/dm						
				1		
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				1		
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				1		
				ł		

		vil · Environ	1	nning	
W		nt Lawrence Street cs, Texas 78629 www.swo		30) 672-7546 30) 672-2034	
			1		
			' January 3 [.] Project No		10
r. Mitchell "Mitch" Martin .B.C. Systems, Inc. 7493 Hanna Road onroe, TX 77385			Invoice No		
2011 TWDB DWSRF P	roject				
ar Mitch:			ł		
bmitted herewith is our st				enced project.	
ofessional Services from	n January 1, 2011 to	o January 31. 20	<u>)11</u>	and statics (names in the	
sk 00000 stimated Fee \$50,000.00	Funding Applicatio	n			
onsultants	,				
& D Environmental, Inc.					
1/20/11 B & D Enviror Total (nmental, Inc. Pi Consultants	rofessional Servio	ces 1	1,170.00 1,170.00	1,170.00
10(4)	<i>yonounumo</i>		1		
			Total this P	nase	\$1,170.00
lings to Date					
-	Current	Prior	Total		
Labor	0.00	49,998.75	49,998.75 1,170.00		
Consultant Totals	1,170.00 1 ,170.00	0.00 49,998.75	51,168.75		
< 00001	Engineering Feasi	-		nad kancal kanzak sanaki	
	Engineering Feasi	unty report	1		
Total Fee	200,00	0.00	ŧ	-	
Percent Complete		7.00 Total Ear	ned	14,000.00	
			Fee Billing	14,000.00	
		Current F	Fee Billing	0.00	
		Total Fee	e	hase	0.00 \$0.00
ngs to Date	Current	Prior	¹ Total		
ngs to Date Fee	Current 0.00	Prior 9,141.25	⁺ Total 9,141.25		
	Current 0.00 0.00	Prior 9,141.25 4,858.75	Totai 9,141.25 4,858.75		

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0362-006-10

Invoice 110046

Task	00002	Environmental Infor	matio	on Docume	ent		
Fee		ł					
Total Fee		235,000	.00				
Percent (Complete	0	.75	Total Ear	ned	1,762.50	
		-			Fee Billing	1,762.50	
					Fee Billing	0.00	
				Total Fe	-		0.00
				1010110			
					Total this P	hase	\$0.00
Billings to I	Date						
		Current		Prior	Total		
Fee		0.00		22.50	22.50		
Labor		0.00	1,	740.00	1,740.00		
Totals		0.00	1,	762.50	1,762.50		
Task	00003	Water Conservation	Plar		and history (and the second	nna mananti cincan éndera A	Nyapayi Malaysa Index
Fee							
Total Fee		, 75,000	.00				
Percent (Complete	66	.67	Total Ear	ned	50,002.50	
					Fee Billing	50,002.50	
					Fee Billing	0.00	
				Total Fe		0.00	0.00
				Iotarro			
					Total this P	hase	\$0.00
Billings to D	Date						
		Current		Prior	Total		
Fee		0.00		272.50	37,272.50		
Labor		0.00		730.00	12,730.00		
Totais		0.00	<u> </u>	002.50	50,002.50		
Task	00004	Drought Contingence	y Pla	n			
Fee							
Total Fee		20,000	.00				
Percent C	Complete	0.	.00	Total Ear	ned	0.00	
				Previous	Fee Billing	0.00	
				Current F	Fee Billing	0.00	
				Total Fee	Ð		0.00
					Total this P	hase	\$0.00

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Task	00005	Sale, Transfer, Merger
Estimated Fee	\$30,000.00	

Professional Personnel					
		Hours	Rate	Amount	
Senior Project Engineer		14.50	125.00	1,812.50	
Principal		19.00	150.00	2,850.00	
Engineer Technician		20.00	90.00	1,800.00	
Senior Administrative As	sistant	.75	65.00	48.75	
Administrative Assistant	olotant	3.50	65.00	227,50	
Totals		57.75	00.00	6,738.75	
Total I	abor	01.10		0,700.70	6,738.75
Totari					0,730.75
Consultants					
B & D Environmental, Inc.					
1/20/11 B & D Enviro	nmental, Inc. Pro	ofessional Servic	es	7,140.00	
Total	Consultants	•		7,140.00	7,140.00
					-
			Total this P	hase	\$13,878.75
Dillinge to Deta					
Billings to Date	Current	Prior	Total		
Labor	6,738.75	8,610.00	15,348.75		
Consultant	7,140.00	0.00	7,140.00		
Totals	13,878.75	8,610.00			
10(315 ••••••••••••••••••••••••••••••••••••		0,010.00	22,488.75	والمراجع والمراجع	al alternation and the alternation
Task 00006	Rate Issues				
Estimated Fee \$60,000.00)				
Professional Personnel			_		
		Hours	Rate	Amount	
Principal		12.00	150.00	1,800.00	
Totals		12.00		1,800.00	
Total I	_abor				1,800.00
Consultants					
	ł				
B & D Environmental, Inc.* 1/20/11 B & D Enviror	mental inc	fessional Service	ae a	10,130.00	
	Consultants			10,130.00	10,130.00
Total	Jonounanta			10,100.00	10,100.00
			Total this P	hase	\$11,930.00
					
Billings to Date	A (.	101 - 4 - 4		
Later.	Current	Prior	Total		
Labor	1,800.00	0.00	1,800.00		
Consultant	10,130.00	0.00	10,130.00		
Totals	11,930.00	0.00	11,930.00		

Project	0362-006-10	2011 TW	B DWSRF Proj	ect	Invoice 11	0046
Task	00007 Reir	nbursable Expe	nses			
Consultant		in around cripe				
	onmental, Inc. 1 B & D Environmenta	al Inc. Pro	fessional Servic	96	740.50	
1/20/1	Total Consu			55	740.50	740.5(
	total consu	Idillo			140.50	740.31
				Total this Phase	9	\$740.50
Billings to	Date					
•		Current	Prior	Total		
Consu	Itant	740.50	0.00	740.50		
Expen	se	0.00	4,776.00	4,776.00		
Totals		740.50	4,776.00	5,516.50		
				Total this Invoic	Ð	\$27,719.25
Outstandin	ıg involces					
	Number	Date	Balance			
	100539	9/30/10	5,000.00			
	100663	10/31/10	35,433.75			
	100746	11/30/10	10,123.75			
	100847	12/31/10	57,042.25			

107,599.75

Total Respectfully submitted,

C S John W. Littlefield JWL/dm

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SWE Project No. 0362-006-10 MBC Water Systems, Inc.

Date: January 7, 2011

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To: Mr. John W. Littlefield Southwest Engineers 307 Saint Lawrence Street Gonzales, TX 78629

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QTY. or hours	DESCRIPTION		FOTAL
1.00	07/28/10 – Travel to meeting in Gonzales, TX: \$60/per hour plus mileage of 82 miles at 50.0 cents per mile (IRS current rate)	\$	101.00
3.00	07/28/10 – Meeting at Southwest Engineers office to discussion MBC's TWDB funding loan application	\$	450.00
1.00	07/28/10 – Travel from meeting in Gonzales, TX: \$60/per hour plus mileage of 82 miles at 50.0 cents per mile (IRS current rate)	\$	101.00
1.00	08/09/10 – Meeting with TCEQ Staff to discuss instituting a customer rate surcharge to pay for TWDB loan.	\$	150.00
3.00	10/09/10 – Pre-Application Funding Meeting at TWDB for MBC's Loan Application	\$	450.00
1.00	11/03/10 – Meeting at Southwest Engineers Buda office to discussion MBC's TWDB funding loan application	\$	150.00
3.25	11/03/10 Travel to meet with MBC in Spring, TX: \$60/per hour plus mileage of 219.5 miles at 50.0 cents per mile (IRS current rate)	\$	304.75
4.00	11/04/10 Meeting with MBC's to prepare STM applications and rate surcharge applications	\$	600.00
3.25	11/04/10 – Travel from meeting with MBC, Inc. in Spring, TX: \$60/per hour plus mileage of 219.5 miles at 50.0 cents per mile (IRS current rate)	\$	304.75
3.25	11/29/10 – Travel to meet with MBC in Spring, TX: \$60/per hour plus mileage of 219.5 miles at 50.0 cents per mile (IRS current rate)	\$	304.75
6.00	11/30/10 – Meeting with MBC to prepare STM applications and rate surcharge applications	\$	900.00
3.25	11/30/10 – Travel from meeting with MBC in Spring, TX: \$60/per hour plus mileage of 219.5 miles at 50.0 cents per mile (IRS current rate)	\$	304.75
	Total Balance Page 1	\$	4,121.00

B & D ENVIRONMENTAL, INC.

P.O. Box 500264 Austin, Texas 78750-0264 Phone: (512) 264-9124 Fax: (512) 692-1967

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QTY. or hours	DESCRIPTION	TOTAL	
4.00	12/06/10 – Submitted to TCEQ: STM Applications for Suburban, Consumers, Community and Patton Village to consolidate these utilities into MBC Water Systems, Inc.	\$	6,000.00
3.25	12/13/10 – Travel to meet with MBC in Spring, TX: \$60/per hour plus mileage of 219.5 miles at 50.0 cents per mile (IRS current rate)	\$	304.75
3.00	12/14/10 – Meeting with MBC to prepare rate surcharge applications for consolidated utilities to pay TWDB loan	\$	450.00
3.25	12/14/10 – Travel from meeting with MBC in Spring, TX: \$60/per hour plus mileage of 219.5 miles at 50.0 cents per mile (IRS current rate)	\$	304.75
3.00	12/15/10 – Submitted to TCEQ: Surcharge Rate Applications for Suburban, Consumers, Community to pay for a loan from the TWDB	\$	6,000.00
1.00	12/15/10 – Submitted to the City of Patton Village a Surcharge Rate Application for Patton Village Water Co., Inc. to pay for a loan from the TWDB	\$	2,000.00
,	Total Balance Page 2	\$	15,059.50
	Total Balance Page 1	\$	4,121.00
	Total Balance Due	\$	19,180.50

TERMS: Per Agreement for Professional Services:

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, Please submit to the address above.

THANK YOU

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Southwest Engineers

Civil · Environmental · Planning

307 Saint Lawrence Street Phor Gonzales, Texas 78629 Fa www.swengineers.com

Phone (830) 672-7546 Fax (830) 672-2034

February 28, 2011 Project No: 0362-006-10 Invoice No: 110113

Mr. Mitchell "Mitch" Martin M.B.C. Systems, Inc. 27493 Hanna Road Conroe, TX 77385

Re: 2011 TWDB DWSRF Project

Dear Mitch:

Submitted herewith is our statement for Engineering Services for the above referenced project. Professional Services from February 1, 2011 to February 28, 2011

Task 00000 Funding Application

Estimated Fee \$50,000.00 Professional Personnel

Professional Personnel				
	Hours	Rate	Amount	
Principal	5.00	150.00	750.00	
Graduate Engineer III	7.25	105.00	761.25	
Regulatory Manager	11.00	90.00	990.00	
Administrative Assistant	.25	65.00	16.25	
Graduate Engineer I	32.00	85.00	2,720.00	
Totals	55.50		5,237.50	
Total Labor				5,237.50
lotal Labor				5,2

			Total this Phase	\$5,237.50
Billings to Date	-			
	Current	Prior	Total	
Labor	5,237.50	49,998.75	55,236.25	
Consultant_/	0.00	1,170.00	1,170.00	
Totals	5,237.50	51,168.75	56,406.25	

Project	0362-006	10 2011 TWDB DWSRF Project			Invoice 110113	
Task	00001	Engineering Feasi	bility Report			
^F ee						
Total Fe	e	200,00	0.00			
Percent	Complete	1	0.00 Total Ea	rned	20,000.00	
			Previous	s Fee Billing	14,000.00	
			Current	Fee Billing	6,000.00	
			Total Fe	e		6,000.00
				Total this F	hase	\$6,000.00
Billings to	Date					
		Current	Prior	Total		
Fee		6,000.00	9,141.25	15,141.25		
Labor		0.00	4,858.75	4,858.75		
Totals		6,000.00	14,000.00	20,000.00		
Task	00002	Environmental Info	ormation Docum	ent		
Fee						
Total Fe		235,00	0.00			
Percent	Complete		0.75 Total Ea		1,762.50	
				Fee Billing	1,762.50	
				Fee Billing	0.00	
			Total Fe	e		0.00
				Total this F	Phase	\$0.00
Billings to	Date					
_		Current	Prior	Total		
Fee		0.00	22.50	22.50		
Labor Totals		0.00 0.00	1,740.00	1,740.00 1,762.50		
			1,762.50			
Tack	00003	Water Conservation	on Plan			
1051	•					
	•					
	e	75,00	0.00		×	
Fee Total Fe	e Complete		0.00 6.67 Total Ea	rned	* 50,002.50	
Fee Total Fe			6.67 Total Ea	rned s Fee Billing		
Fee Total Fe			6.67 Total Ea Previous		50,002.50	
Fee Total Fe			6.67 Total Ea Previous	s Fee Billing Fee Billing	50,002.50 50,002.50	0.00
Fee Total Fe			6.67 Total Ea Previous Current	s Fee Billing Fee Billing	50,002.50 50,002.50 0.00	
Fee Total Fe Percent	Complete	6	6.67 Total Eau Previous Current Total Fe	s Fee Billing Fee Billing e Total this F	50,002.50 50,002.50 0.00	
Fee Total Fe Percent Billings to	Complete	6 Current	6.67 Total Eau Previous Current I Total Fe Prior	s Fee Billing Fee Billing e Total this F Total	50,002.50 50,002.50 0.00	
	Complete	6	6.67 Total Eau Previous Current Total Fe	s Fee Billing Fee Billing e Total this F	50,002.50 50,002.50 0.00	0.00 \$0.00

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Project	0362-006-	10 2011 TV		WSRF Proj	ect	Invoice 11	0113
Task	00004	Drought Continge	ncy Pl	an			
Fee							
Total Fee	9	20,00	00.00				
Percent	Complete		0.00	Total Earn	ed	0.00	
				Previous I	Fee Billing	0.00	
				Current Fe	ee Billing	0.00	
				Total Fee			0.00
					Total this	Phase	\$0.00
raata ayaan uu		Colo Tropofor M	-		<u></u>		
Task Estimated I	00005 Fee \$30,000	Sale, Transfer, Me	erger				
	al Personnel	,					
				Hours	Rate	Amount	
Senior P	roject Engineer			18.50	125.00	2,312.50	
Principal	l			2,00	150.00	300.00	
-	ory Manager			.50	90.00	45.00	
Administ	trative Assistant			1.50	65.00	97.50	
	Totals			22.50		2,755.00	
	Total	Labor					2,755.00
					Total this	Phase	\$2,755.00
Billings to I	Date						
		Current		Prior	Total		
Labor		2,755.00		,348.75	18,103.75		
Consul	itant	0.00		,140.00	7,140.00		
Totals		2,755.00		,488.75	25,243.75		
Task Estimated	00006 Fee \$60,000	Rate Issues					
Loundiou					Total this	Phase	\$0.00
Billings to I	Date						
		Current		Prior	Total		
Labor		0.00	1	,800.00	1,800.00		
Consul	ltant	0.00		,130.00	10,130.00		
Totals		0.00	11	,930.00	11,930.00		
Task	00007	Reimbursable Exp	penses				
					Total this	Phase	\$0.00
Billings to I	Date						
. .	1	Current		Prior	Total		
Consul		0.00		740.50	740.50		
Expens	se	0.00		,776.00	4,776.00		
Totals		0.00	5	.516.50	5.516.50		

Project (362-006-10	2011 TWDI	B DWSRF Proje	ct 🚊	Invoice 11	0113
Task (0008 ÷ CCI	N Amendment			h	~
Professional Pe	rsonnei	e			•	
			Hours	Rate	Amount	
Senior Projec	t Engineer		3.00	¹ 125.00	375.00	
Principal			3.00	150.00	450.00	
Engineer Tech	nnician *		8.00	90.00	720.00	
	, Totals	•	-14.00		1,545.00	
,	Total Labor					1,545.00
				Total this Pi	nase	\$1,545.00
Billings to Date				1		
Divinga to Date		Current	Prior	~ Total		
Labor		1,545.00	0.00	1,545.00		
Totals		, 1,545.00	0.00	1,545.00		
e .		x		Total this Inv	oice	\$15,537.50
Outstanding Inv	voices				-	
:	Number	Date	Balance			
	100663	10/31/10	35,433.75			
	100746	11/30/10	10,123.75			

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100847 110046 12/31/10 57,042.25 1/31/11 27,719.25 **130,319.00** ŧ Total

Respectfully submitted,

John W_Littlefield

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JWL/dm

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			t Engine mental · Plain			-
SW		nt Lawrence Street s, Texas 78629 www.swe	Phone (830 Fax (830 ngincers.com) 672-7546) 672-2034		
Mr. Mitchell "Mitch" Martin M.B.C. Systems, Inc. 27493 Hanna Road Conroe, TX 77385	,		March 31, 2 Project No: Invoice No:	011 0362-006 110186	5-10	
· Re: 2011 TWDB DWSRF Proje	ect				*	
Dear Mitch:	ž		د د		~	
Submitted herewith is our states Professional Services from M			lhe above referen	ced project.		
Task 00000 F Estimated Fee \$50,000.00 Professional Personnel	unding Applicatio	Hours	Rate	Amount		
Senior Project Engineer Principal Administrative Assistant	1 2	3.00 7.00 .75	125.00 150.00 65.00	375.00 1,050.00 48.75	•	
Totals Total Labo	or	10.75		1,473.75	1,473.75	
Consultants Miscellanéous					+	
3/31/11 Consultant Servic				600.00	600.00	
Total Con	Sultants		Total this PL	600.00	600.00	
			Total this Ph	, 194	\$2,073.75	
Billings to Date	Current 1,473.75 '	Prior 55,236.25	Tota! 56,710.00	,		°£
Consultant	600.00 2,073.75	1,170.00 56,406.25	1,770.00 [°] 58,480.00		3	~ ,
and the second second second particular second s						

Task 00001 Engineering Feasibility Report

Fee

Total Fee	200,	000.00		~~ ~~ ~~	
Percent Complete	. ş*	10.00 Total Ear		20,000.00	
			Fee Billing	20,000.00	
			Fee Billing	[*] 0.00	
		Totál Fe	e		0.00
Billings to Date		Ţ.	Total this F	Phase	\$0.00
	Current	Prior	Total		\$
Fee	z 0.00	15,141.25	15,141.25		
Labor	0.00	4,858.75	4,858.75		
Totals	0.00	20,000.00	20,000.00		-
Task 00002	Environmental li	nformation Docum	ent	ويومنها وموري استريب الم	
Fee					
Total Fee	235,	000.00			
Percent Complete		0.75 , Total Ear	ned	1,762.50	
*		•	Fee Billing	1,762.50	
		Current I	Fee Billing	0.00	
		•	-		0.00
		Total Fe	8		0.00
,		lotal Fe	• Total this F	hase	\$0.00
,		lotal Fe		Phase	
, Billings to Date			Total this F	Phase .	
Billings to Date	Current	Prior	Total this F Total	Phase .	
Billings to Date Fee	0.00	Prior 22.50	Total this F Total 22.50	Phase	
Billings to Date Fee Labor	0.00 0.00	Prior 22.50 1,740.00	Total this F Total 22.50 1,740.00	Phase .	
Billings to Date	0.00	Prior 22.50	Total this F Total 22.50	Phase	
Billings to Date Fee Labor Totals	0.00 0.00	Prior 22.50 1,740.00 1,762.50	Total this F Total 22.50 1,740.00	Phase	
Billings to Date Fee Labor Totals	0.00 0.00 0.00	Prior 22.50 1,740.00 1,762.50	Total this F Total 22.50 1,740.00	Phase	
Billings to Date Fee Labor Totals Task 00003	0.00 0.00 0.00 Water Conserva	Prior 22.50 1,740.00 1,762.50	Total this F Total 22.50 1,740.00	Phase	
Billings to Date Fee Labor Totals Task 00003	0.00 0.00 0.00 Water Conserva	Prior 22.50 1,740.00 1,762.50 tion Plan	Total this F Total 22.50 1,740.00 1,762.50		
Billings to Date Fee Labor Totals Task 00003 Fee Total Fee	0.00 0.00 0.00 Water Conserva	Prior 22.50 1,740.00 1,762.50 tion Plan	Total this F Total 22.50 1,740.00 1,762.50		
Billings to Date Fee Labor Totals Task 00003 Fee Total Fee	0.00 0.00 0.00 Water Conserva	Prior 22.50 1,740.00 1,762.50 tion Plan 000.00 66.67 Total Ear Previous	Total this F Total 22.50 1,740.00 1,762.50 ned		
Billings to Date Fee Labor Totals Task 00003 Fee Total Fee	0.00 0.00 0.00 Water Conserva	Prior 22.50 1,740.00 1,762.50 tion Plan 000.00 66.67 Total Ear Previous	Total this F Total 22.50 1,740.00 1,762.50 Need Tee Billing Tee Billing	50,002.50 50,002.50	
Billings to Date Fee Labor Totals Task 00003 Fee Total Fee	0.00 0.00 0.00 Water Conserva	Prior 22.50 1,740.00 1,762.50 tion Plan 000.00 66.67 Total Ear Previous Current F	Total this F Total 22.50 1,740.00 1,762.50 Need Tee Billing Tee Billing	50,002.50 50,002.50 0.00	\$0.00
Billings to Date Fee Labor Totals Task 00003 Fee Total Fee Percent Complete	0.00 0.00 0.00 Water Conserva	Prior 22.50 1,740.00 1,762.50 tion Plan 000.00 66.67 Total Ear Previous Current F	Total this F Total 22.50 1,740.00 1,762.50 Fee Billing ee Billing	50,002.50 50,002.50 0.00	\$0.00
Billings to Date Fee Labor Totals Task 00003 Fee Total Fee Percent Complete	0.00 0.00 0.00 Water Conserva	Prior 22.50 1,740.00 1,762.50 tion Plan 000.00 66.67 Total Ear Previous Current F	Total this F Total 22.50 1,740.00 1,762.50 Fee Billing ee Billing	50,002.50 50,002.50 0.00	\$0.00
Billings to Date Fee Labor Totals Task 00003 Fee Total Fee Percent Complete	0.00 0.00 Water Conserva 75,0	Prior 22.50 1,740.00 1,762.50 tion Plan 000.00 66.67 Total Ear Previous Current F Total Fer	Total this F Total 22.50 1,740.00 1,762.50 Fee Billing ee Billing Total this P	50,002.50 50,002.50 0.00	\$0.00
Billings to Date Fee Labor Totals Task 00003 Fee Total Fee Percent Complete Billings to Date	0.00 0.00 Water Conserva 75,0	Prior 22.50 1,740.00 1,762.50 tion Plan 000.00 66.67 Total Ear Previous Current F Total Fer Prior	Total this F Total 22.50 1,740.00 1,762.50 Total this P Total	50,002.50 50,002.50 0.00	\$0.00

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Task	00004	Drought Contingency Plan
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Task	00004 Droug	ht Contingency Pl	an					۰.	
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_	۶.						.		
Fee			'&	14					
· Total Fee		20,000.00							
 Percent C 	omplete	0.00	Total Earned		0.00				
	. ,	•	Previous Fee Bil		0.00				
٨	4 5 - 4 ³	16	Current Fee Billin	nġ	0.00	Ł			
	ţ		Total Fee			0.00			
* . ~			Tot	al this Phase		\$0.00			
	·					r			
Task		Transfer, Merger			_,	· ·			
Estimated Fe	ee \$30,000.00	t				•			
Consultants	•								
Miscellaneou	S Consultant Services				930.00				
3/31/11	Total Consulta	ants .			930.00 ·	930.00			
3/31/11	, other openious	*							
3/31/11			7-1	al this Phase		\$930.00			
3/31/11	L		101	ai (1110 1 11430	,	••••••			
3/31/11	ato.		101	ai tino r naou	*	•			

Billings to D	ate							
		Current	Prior	Total				
Labor		0.00	18,103.75	18,103.75	•7			
Consult	ant	930.00	7,140.00	8,070.00			-	•
Totals		930.00	25,243.75	26,173.75			•	
Task	00006	Rate Issues	-			· ·	· ·	
Estimated F	ee \$60,000.0	0			,	•	¥	,
		•		Total this	Phase		\$0.00	ł

			Total this Phase	\$0.00
Billings to Date	2			
Dimige to Date	Current	Drior	Total	*

		Current	Prior	rotar -	
	Labor	0.00 *	1,800.00	1,800.00	
	 Consultant 	0.00	10,130.00	10,130.00	
*	Totals	0.00	11,930.00	11,930.00	*
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Task	00007	Rei	mbursable Expe	enses				
Consult			· ·				,	
Miscellar								
	1/11 Consultant	t Service	s			441.16	-	
	Tota	al Consi	ultants			441.16	441.16	
					Total this Ph	950	\$441.16	
	8					a30	\$441.10	
Billings	to Date			•	•	* ;		
			" Current	Prior	Total			
s × Cor	isultant ,		441.16	740.50	1,181.66			
Exp	ense		0.00	4,776.00	4,776.00		~~	
Tota	als		441.16	5,516.50 🧃	5,957.66			
Task	. 00008	CC	N Amendment	ومراجع والمحمد والمحمد والمتركة			i maaniin maanaa (nys` i	
•					• *	• • • *	۰.	
Consult	ants							
Miscellar							* 	
	1/11 Consultant	Service	s			, 3,990.00		
	Tota	al Consi	ultants			3,990.00	3,990.00	
2		1	•		Total this Ph	ase	\$3,990.00	
	,	t.	2	Ŀ		•		,
Billings	to Date			-				
		•	Current	[^] Prior	Total			
Lab			0.00	1,545.00	1,545.00			
	sultant	_	3,990.00	0.00	3,990.00		`, *	1
Tota	als		3,990.00	1,545.00 *	5,535.00	1	•	
i		2	÷		Total this Invo	oice	\$7,434.91	
	د			\$ \$			••	
Outstan	ding invoices			*				,
	- Numl		Date	Balance	-			
•		00663	- 10/31/10	30,433.75				
		00746	11/30/10	10,123.75				
		00847	, 12/31/10	57,042.25				
		10046	1/31/11	27,719.25				
		10113	2/28/11	15,537.50				
	Total			140,856.50				
Respect	ully submitted,							
	· Little	1.1	ali					
pan	- June	pelle						
* <i>V</i>	()	5	~					
John W.	Littlefield	10	y —					
		-	,					
JWL/dm		•						

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SKE	307 Sai	int Lawrence Street	Phone (83	0) 672-7546	
W	Gonzal	es, Texas 78629 www.swei	Fax (83 ngineers.com	0) 672-2034	
			April 30, 20)11	
· •			Project No:	0362-006-	10
Mr. Mitchell "Mitch" Martin M.B.C. Systems, Inc.			Invoice No:	110266	
27493 Hanna Road					
Conroe, TX 77385					
Re: 2011 TWDB DWSRF Proje	ct				
Dear Mitch:	•		•		
Submitted herewith is our stater	ment for Enginee	ring Services for t	he above rèfere	nced project.	
Professional Services from A			•		
l'ask 00000 Fi	unding Applicatio	,	بىلاد بارتىپ (مەنبار) ي	nt: Annoise Standad Lindage	anggan general sa a
Estimated Fee \$50,000.00				•	
Professional Personnel			, D=4-	• ··· - · · · •	
Principal		Hours 8.00	Rate 150.00	Amount 1,200.00	
Principal Administrative Assistant		1,00	65.00	65.00	
Administrative Assistant Totals		9.00	. 09.00	65.00 1,265.00	•
Total Lab	or	9.00		1,200.00 3	1,265.00
			Total this Pl	hase	\$1,265.00
Billings to Date	Current	Prior	Total		
Labor '	1,265.00	56,710.00	57,975.00		
	0.00	1,770.00	1,770.00		
Consultant		-			
Consultant Totals	1,265.00	58,480.00	59,745.00		
Totals	1,265.00 ngineering Feasi		59,745.00		papagitik (ilisirah dara *
Totals Fask 00001 E	- '	ibility Report	59,745.00		pagaita (Northe Anna) 4 2
Totals Fask 00001 E Fee	ngineering Feasi 200,00	ibility Report		20,000.00	papating tang ang ang ang ang ang ang ang ang ang
Totals Task 00001 E Fee Total Fee	ngineering Feasi 200,00	ibility Report 00.00 10.00 Total Earn Previous I	ed Fee Billing	20,000.00	, pagetin (Miran Anna
Totals Task 00001 E Fee Total Fee	ngineering Feasi 200,00	ibility Report 00.00 10.00 Total Earn	ed Fee Billing		, pagetin (linean der
Totals Task 00001 E Fee Total Fee	ngineering Feasi 200,00	ibility Report 00.00 10.00 Total Earn Previous I	ed Fee Billing ee Billing	20,000.00	0.00
Totals Task 00001 E Fee Total Fee	ngineering Feasi 200,00	ibility Report 00.00 10.00 Total Earn Previous I Current Fe	ed Fee Billing ee Billing	20,000.00 0.00	0.00 \$0.00
Totals Fask 00001 E Fee Total Fee Percent Complete	ngineering Feasi 200,00	ibility Report 00.00 10.00 Total Earn Previous I Current Fe	ed Fee Billing ee Billing	20,000.00 0.00	
Totals Task 00001 E Fee Total Fee	ngineering Feasi 200,00	ibility Report 00.00 5 10.00 Total Earn Previous I Current Fe Total Fee Prior	ed Fee Billing ee Billing Total this Pl Total	20,000.00 0.00	
Totals Fask 00001 E Total Fee Percent Complete Billings to Date Fee	Current 0.00	ibility Report 00.00 10.00 Total Earn Previous I Current Fe Total Fee Prior 15,141.25	ed Fee Billing ee Billing Total this Pi Total 15,141.25	20,000.00 0.00	
Totals Fask 00001 E Total Fee Percent Complete	ngineering Feasi 200,00	ibility Report 00.00 5 10.00 Total Earn Previous I Current Fe Total Fee Prior	ed Fee Billing ee Billing Total this Pl Total	20,000.00 0.00	

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Fee		·			
Total Fee	235,	000.00			
Percent Complete		Current F	Fee Billing ee Billing	1,762.50 1,762.50 0.00	•
, s*		Total Fee) ,		0.00
	•	¥	Total this P	hase 💡	\$0.00
Billings to Date .	Current	Prior	Total		
Fee	0.00	22.50	22.50 ;	,	
Labor	0.00	1,740.00	1,740.00		
Totals	0.00	1,762.50	1,762.50		
Task 00003	Water Conserva	tion Plan	i i i i i i i i i i i i i i i i i i i	······································	and and a state
		•	· ·	2	
Fee	*				
Total Fee	, 75,0	000.00			
Percent Complete		66.67 Total Ear		50,002.50	
			Fee Billing	50,002.50	
		N ⁴	ee Billing	0.00	
		 Total Fee 	•	÷	0.00
,	,	۰. •	Total this P	hase	\$0.00
*				* *	
Billings to Date	· •		W . (.)	s. •	*
Fee '	Current	Přior 37,272.50	Total * 37,272.50		
Labor	~ 0.00	12,730.00	12,730.00		~
Totals	• 0.00 0.00	50,002.50	50,002.50		
Task 00004	Drought Conting				
	Drought Conting				
Fee *	3	*		· .	
Total Fee	20,0	000.00		1	
Percent Complete		0.00 Total Ear	ned	0.00	
·		Previous	Fee Billing	0.00	*
	4	Current F		0.00 *	4
		Total Fee	2		0.00
		-	Total this P		\$0.00

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Page 2

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Task	00005		, Transfer, Mer	ger			
Estimated Fee	€ \$30,000.0	0					
Billings to Da	fe				Total this Phas	e	\$0.0
	, u		Current	Prior	Total		
Labor			0.00	18,103.75	18,103.75		
Consultar	nt		0.00	8,070.00	8,070.00		
Totals			0.00	26,173.75	26,173.75		
Task	00006	Rate	Issues			nahihin teratora senadiki senadik	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Estimated Fee	e \$60,000.00	D [.]					
					Total this Phas	e	\$0.0
Billings to Da	te		• •	.	-		
Lahan		5	Current	Prior	Total		
Labor Consultar			0.00 0.00	1,800.00	1,800.00		
Totals	n.		0.00 0.00	10,130.00 11,930.00	10,130.00 11,930.00		
						- 	-
Task	00007	Rein	nbursable Expe	enses			
Billings to Da	t a				Total this Phas	Θ	\$0.0
binings to Da	19		Current	Prior	Total		
Consultar	nt		0.00	1,181.66	1,181.66		
Expense			0.00	4,776.00	4,776.00		
Totals			0.00	5,957.66	5,957.66		
Task	00008	CCN	Amendment			والمراجع والمراجع المراجع) <u>900</u> 0000 30
					Total this Phas	e	\$0.0
Billings to Da	te		0	Duta	7-4-1		
Lahan			Current	Prior	Total		
Labor			0.00 0.00	1,545.00	1,545.00		
Consultar Totais	ц		0.00 0.00	3,990.00 5,535.00	3,990.00 5,535.00		
10(8)8			0.00	0,000.00		.	
			•		Total this invoic	e \$'	1,265.00
Outstanding I	nvoices			P .			
	Number	r	Date	Balance			
	100	663	10/31/10	25,433.75			
	100	746	11/30/10	10,123.75			
	100	847	12/31/10	57,042.25			
	110		1/31/11	27,719.25			
	110		2/28/11	15,537.50			*
	110	186	3/31/11	7,434.91 143,291.41			-
	Total						

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John W. Littlefield JWL/dm

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		- Ver		Civil: Enviro	nmental · Pla	inning			
		W		Saint Lawrence Stree zales, Texas 78629 www.sy		30) 672-7546 30) 672-2034			
-					May 31, 2	011	•		
N	8.4. 8.4% - 1 11 118.4% -	- f- II h =			Project No Invoice No		10		
	Mr. Mitchell "Mitc M.B.C. Systems,					. 110040			
	27493 Hanna Ro	oad				•			
	Conroe, TX 773		•		·				
l	Re: 2011 TWDB	B DWSRF P	roject						
I	Dear Mitch:	· ,							[*
;	Submitted herew	vith is our sta	atement for Engi	neering Services fo	or the above refere	enced project.	1		
			n May 1. 2011 to		•				
	Task (00000	Funding Applic	ation	· · · · · · · · · · · · · · · · · · ·				
	Estimated Fee			6				t	
,	Professional Pe	ersonnel		Hours	s Rate	Amount			
	Principal			12.50		1,875.00			-
		. Totals		12.50		1,875.00			
•		Total L	abor.		Total this P	Phasa	1,875.00 \$1,875.00		
						11400	φ1,070.00	*	
l	Billings to Date	*	_						2
1			Current		Total	` ;		*	i
1	Labor	2 De	1,875.00	57,975.00	59,850.00	`;* **		*	
1		۔ بر ا		57,975.00 1,770.00		\$r *			n tanganan marin film a
1	Labor Consultant Totals	00001	1,875.00 0.00 1,875.0 0	57,975.00 1,770.00	59,850.00 1,770.00	*		* ¥	a name
1	Labor Consultant Totals	2. 2. *	1,875.00 0.00 1,875.00 Engineering Fe	57,975.00 1,770.00 59,745.00	59,850.00 1,770.00	· ·		* *	
1	Labor Consultant Totals Task (Fee	00001	1,875.00 0.00 1,875.00 Engineering Fe	57,975.00 1,770.00 59,745.00 asibility Report	59,850.00 1,770.00 61,620.00	20,000.00		* * *	· Common rule in . An one of a subsection of subsection of the sub
1	Labor Consultant Totals Task G Fee Total Fee	00001	1,875.00 0.00 1,875.00 Engineering Fe	57,975.00 1,770.00 59,745.00 asibility Report 0000.00 10.00 Total Ea Previou	59,850.00 1,770.00 61,620:00 	20,000.00 20,000.00		* * *	service of a service of an anomala service service a
1	Labor Consultant Totals Task G Fee Total Fee	00001	1,875.00 0.00 1,875.00 Engineering Fe	57,975.00 1,770.00 59,745.00 asibility Report ,000.00 10.00 Total Ea Previou Current	59,850.00 1,770.00 61,620:00 arned s Fee Billing Fee Billing	~ 		* * *	- venine we re a managery area managery matching (vie = a a series
1	Labor Consultant Totals Task G Fee Total Fee	00001	1,875.00 0.00 1,875.00 Engineering Fe	57,975.00 1,770.00 59,745.00 asibility Report 0000.00 10.00 Total Ea Previou	59,850.00 1,770.00 61,620:00 arned s Fee Billing Fee Billing	20,000.00 20,000.00	0.00	•	semina ng it a pangalan ng ita pangalan ng kanalan ng kanalan a
н: 	Labor Consultant Totals Task (Fee Total Fee Percent Comp	00001 plete	1,875.00 0.00 1,875.00 Engineering Fe	57,975.00 1,770.00 59,745.00 asibility Report ,000.00 10.00 Total Ea Previou Current	59,850.00 1,770.00 61,620:00 arned s Fee Billing Fee Billing	20,000.00 20,000.00 0.00	0.00 \$0.00	· •	- venine rate in a managery differencement managery (vin 2 a) and managery a la relativ
•: 	Labor Consultant Totals Task Task Total Fee Percent Comp Billings to Date	00001 plete	1,875.00 0.00 1,875.00 Engineering Fe	57,975.00 1,770.00 59,745.00 asibility Report 0000.00 10.00 Total Ea Previou Current Total Fe	59,850.00 1,770.00 61,620.00 arned s Fee Billing Fee Billing	20,000.00 20,000.00 0.00		· *	
н: 	Labor Consultant Totals Task (Fee Total Fee Percent Comp	00001 plete	1,875.00 0.00 1,875.00 Engineering Fe 200	57,975.00 1,770.00 59,745.00 asibility Report ,000.00 10.00 Total Ea Previou Current Total Fe Prior 15,141.25	59,850.00 1,770.00 61,620:00 arned s Fee Billing Fee Billing Fee Total this P Total 15,141.25	20,000.00 20,000.00 0.00		•	ner fra a manufar a francosan affant en - i francasa e a francis a manufar e
•: 	Labor Consultant Totals Task (Fee Total Fee Percent Comp Billings to Date	00001 plete	1,875.00 0.00 1,875.00 Engineering Fe 200	57,975.00 1,770.00 59,745.00 asibility Report ,000.00 10.00 Total Ea Previou Current Total Fe Prior 15,141.25 4,858.75	59,850.00 1,770.00 61,620:00 arned s Fee Billing Fee Billing Fee Total this P Total 15,141.25	20,000.00 20,000.00 0.00		· •	

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	00002 ້	Environmental Info	ormation Docum	ent		
Fee	•					\$2.
Total Fee	•	235,00	0.00	~		•
. Percent	Complete		0.75 ' Total Ear	ned	1,762.50	⁴ - سول
			Previous	Fee Billing	1,762.50	
			. Current	Fee Billing	0.00	Ł
			Total Fe	e	š	0.00
			¢-	Total this P	hase	\$0.00
Billings to I	Date '					• - ·
_		Current	Prior	Total	t	3
Fee		0.00	22.50	22.50	•	-
Labor		0.00	1,740.00	1,740.00	3	,
Totals	<u>,</u>	0.00'	1,762.50	1,762.50	i	
	4					
Task Fee	00003	Water Conservatio	on Plan	×		4
Total Fee	•	75,00	0.00			
Percent	Complete		6.67 Total Ear	ned	50,002.50	
2			Previous	Fee Billing	50,002.50	
			Current	Fee Billing	0.00	
			Total Fe	e :		0.00
				•		
4				Total this P	hase	\$0.00
4 8			•	Total this P	hase ,	\$0.00
Billings to I	Date		•	Total this P	hase ,	\$0.00 [°]
Billings to I	Date	Current	Prior	Total this P	hase ,	
Billings to I	Date	Current 0.00	Prior 37,272.50		hase ,	
-	Date			Totaj	hase ,	

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Fee

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Total Fee	20,000.00			
Percent Complete	0.00	Total Earned	0.00	
\$		Previous Fee Billing	0.00	
		Current Fee Billing	0.0Ŏ	
		Total Fee Total this Phas	0	0.00 \$0.00

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Task00005Sale, Transfer, MergerEstimated Fee\$30,000.00

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			Total this Phase	\$0.00
	Current	Prior	Total	
	0.00	18,103.75	18,103.75	•
\$	0.00	8,070.00	8,070.00	
<i></i>	0.00	26,173.75	26,173.75	
0006 Rate	e Issues			
\$60,000.00				
	•	k	Total this Phase	\$0.00
	Current	Prior	Total	
		,		
	0.00	11,930.00	11,930.00	* * *
0007 Reir	mbursable Expe	inses		and a subject of the state
٩			Total this Phase	\$0.00
	Current	Prior	Total	
	0.00	1,181.66	1,181.66	\$
	0.00	4,776.00	4,776.00	
	0.00	5,957.66	5,957.66	
0008 CCM	Amendment	- جيب بيب		analasa atarinta inangi ulay
			Total this Phase	\$0.00
	Current	Prior	Total	
	0.00	1,545.00	1,545.00	*
	Ö.00	3,990.00	3,990.00	
•	0.00	5,535.00	5,535.00	
-1		•	Total this invoice	\$1,875.00
	Data	Palanaa		
			¢	
4				
110186	3/31/11	7,434.91		
- 110266	4/30/11	1,265.00		
-				
Total		144,556.41	5	
	60,000.00 0007 Rein 0008 CCI 0008 CCI 00063 100746 100847 110046 110113	0.00 0.00	0.00 18,103.75 0.00 8,070.00 0.00 26,173.75 0006 Rate Issues 560,000.00 Current Prior 0.00 1,800.00 0.00 10,130.00 0.00 10,130.00 0.00 11,930.00 0007 Reimbursable Expenses Current Prior 0.00 1,181.66 0.00 4,776.00 0.00 5,957.66 0008 CCN Amendment Current Prior 0.00 1,545.00 0.00 3,990.00 0.00 5,535.00 Dices Date Balance 100663 10/31/10 25,433.75 100746 11/30/10 10,123.75 100847 12/31/10 57,042.25 110046 1/31/11 27,719.25 110113 2/28/11 15,537.50	0.00 18,103.75 18,103.75 0.00 8,070.00 8,070.00 0.00 26,173.75 26,173.75 0006 Rate issues Frior Total this Phase 0.00 1,800.00 1,800.00 1,800.00 0.00 1,800.00 1,800.00 0,00 0.00 10,130.00 10,130.00 0,00 0.00 11,930.00 11,930.00 11,930.00 0007 Reimbursable Expenses Total this Phase Current Prior Total 0.00 1,181.66 1,181.66 0.00 1,876.00 4,776.00 0.00 5,957.66 5,957.66 0008 CCN Amendment Total this Phase Current Prior Total 0.00 5,535.00 5,535.00 0.00 5,535.00 5,535.00 0.006 5,535.00 Total this Invoice 010663 10/31/10 25,433.75 100663 10/31/10 25,433.75

John W. Littlefield JWL/dm

			t Engine			
Ven	Ci	vil · Environ	mental · Plann	ing '		
S		nt Lawrence Street 28, Texas 78629	* ' Phone (830) (Fax (830) (
VV		www.swc	ngincers.com	*		
			June 30, 2011 Project No:	0362-006-	10 ·	
Mr. Mitchell "Mitch" Martin M.B.C. Systems, Inc. 27493 Hanna Road	ک ر پر		Invoice No:	110426		
Conroe, TX 77385	. 3					
Re: 2011 TWDB DWSRF Proj	ect					
Dear Mitch:			4			
	i i n	· • · ·				
Submitted herewith is our state Professional Services from	ment for Enginee	ring Services for a une 30, 2011	the above reference	ed project.		Ŧ
	unding Applicatio				a provinsi kanagalan pana Tu	
Estimated Fee \$50,000.00	anong rappiceus					
Professional Personnel				*.		,
		Hours	Rate	Amount	•	
Senior Project Engineer		5.50	125.00	687.50		
Principal		1.00	150.00	150.00		
Administrative Assistant		.25	65.00	16.25		
Graduate Engineer I		12.75	85.00 *	1,083.75		1
Totals		19.50		1,937.50		
Total Lab	or		Total this Phas	20	1,937.50 \$1,937.50	- -
,	•				¢njoonioo	
Billings to Date						
-	Current	Prior	Total			
Labor	1,937.50	59,850.00	61,787.50			
Consultant	0.Ò0	1,770.00	1,770.00			
Totals	1,937.50	61,620.00	63,557.50			
Task 00001 E Fee	Ingineering Feasi	bility Report		· · · · · · · · · · · · · · · · · · ·		
Total Fee	200,00	0.00				
Percent Complete	- 1	0.00 Total Earn		20,000.00		
₩. ⁴ 2 ⁴	x 3	- Previous	Fee Billing	20,000.00	à	
* *	54	Current F	ee Billing	0.00		
×		Total Fee	T. 4-141- Db	_	0.00	
			Total this Phas	Se	-\$0.00	t
Billings to Date			_			
	Current	Prior 45 4 44 05				
	0.00	15,141.25	15,141.25	a		-
Fee	0.00					
Fee Labor Totals	0.00 ` 0.00	4,858.75 20,000.00	4,858.75	-		

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Task	, 00002	Environmental Inforr	nation Docume	ent		
Fee			,			
Total Fee		235,000.	00			
Percent Co	omplete		75 Total Ear	ned	1,762.50	
			Previous	Fee Billing	1,762.50	
			Current F	ee Billing	0.00	
			Total Fe	•		0.00
				Total this P	hase	\$0.00
Billings to Da	ate					
		Current	Prior	Total		
Fee		0.00	22.50	22.50		
Labor		0.00	1,740.00	1,740.00		
Totals		0.00	1,762.50	1,762.50		
Task	00003	Water Conservation	Plan			
Fee		,				
Total Fee		75,000.	00			
Percent Co	omplete	66.			50,002.50	
٩				Fee Billing	50,002.50	
			Current F	ee Billing	0.00	
			Total Fee	9		0.00
				Total this P	hase	\$0.00
Billings to Da	ate	,			*	
		Current	Prior	Total		
Fee		0.00	37,272.50	37,272.50	•	
Labor		0.00 0.00	12,730.00	12,730.00		
Totals			50,002.50	50,002.50		
Task	00004	Drought Contingenc	y Plan	sk.	t	
Fee	ŧ					
Total Fee		20,000.	00	٤		
Percent Co	omplete		00 Total Ear	ned	0.00	
	•			Fee Billing	0.00	
				ee Billing	0.00	
			Total Fe	•		0.00
				Total this P	hase	\$0.00

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	Task	00005	Sale, Transfer, Mer	ger			
	Estimated Fée	\$30,000.00	0		Todat this Diseas	6 0.00	
• •		•	۰ . با		Total this Phase	\$0.00	
	Billings to Dat	e					h
			Current	Prior	Total		
	Labor *		0.00	18,103.75	18,103.75		
	Consultant	t	0.00	8,070.00	8,070.00		
	Totals 、		0.00	26,173.75	26,173.75		
	Task Estimated Fee	00006 \$60,000.00	Rate Issues				*
*			۲	÷.	Total this Phase	\$0.00	
,	<i></i>				· · · · ·		
	Billings to Dat	e ,	Comment	Dulan	Totol		•
	Labor		Current 0.00	Prior 1,800.00	Total 1,800.00		*
	Consultan	t	0.00 0.00	10,130.00	10,130.00		·
	Totals 4		0.00	11,930.00	11,930.00		
	Task	00007	Reimbursable Expe				
			a	ĥ	Total this Phase	\$0.00	
			•				
	Billings to Dat	e	ż				
			Current ·	Prior	Total		
	Consultan	t : ·	0.00	1,181.66	1,181.66		
	Expense		0.00	4,776.00	4,776.00	*	
	Totais		0.00	5,957.66	5,957.66		x
	Task	00008	CCN Amendment				
					Total this Phase	\$0.00	
	Billings to Dat					-	
			Current	Prior	Total	`	
	Labor		۰ 0.00	1,545.00	1,545.00		
	Consultani	t	0.00	3,990.00	3,990.00		
	* Totals		0.00	5,535.00	5,535.00		*
	*	,		`	Total this Invoice	\$1,937.50	
						••• • •	4
							' *

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Outstanding Inv	voices		
	Number	Date	Balance
	100663	10/31/10	25,433.75
k	100746	11/30/10	10,123.75
	100847	12/31/10	57,042.25
	110046 110113	1/31/11 2/28/11	27,719.25 15,537.50
	110186	3/31/11	7,434.91
	110266	4/30/11	1,265.00
	110349	[*] 5/31/11	1,875.00
	Total Total		146,431.41

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2^{*} 4 * Respectfully submitted,

John W. Littlefield

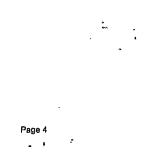
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JWL/dm

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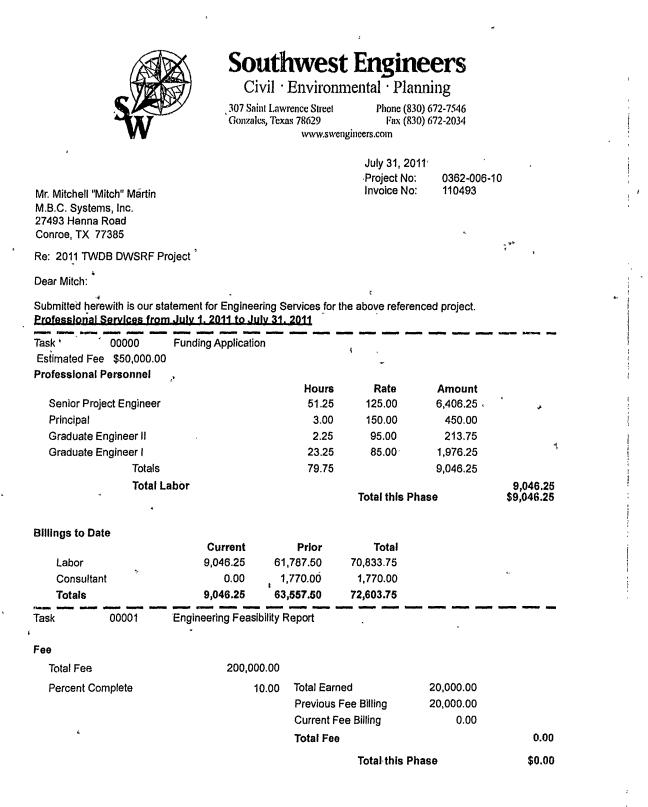


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Project 0362-00	06-10 2011	TWDB DWSRF Pro	ject	Invoice 11049	93	
Billings to Date	*	£		2	*	
_	Current		, Total		8	
Fee	0.00		15,141.25			
Labor	0.00	*	4,858.75			
Totals	.0.00	20,000.00	20,000.00			
Task 00002	Environmental	Information Docume	ent	} }		
Fee	· ·					
Total Fee	- 235	,000.OO				
Percent Complete	1 °	0.75 Total Earl	ned	1,762.50		
,			Fee Billing	1,762.50		
	1		ee Billing	0.00	i	
		Total Fee			0.00	
			Total this I	Phase	\$0.00	
_			·			
Billings to Date	* •	. Duta	T . 4.1	•	•	
Fee	Current 0.00		Total 22.50			
Labor	0.00	r	1,740.00	•	*	
Totals	0.00		1,762.50			
Task 00003	Water Conserv					
1856 00000	Valer Conserve					
Fee					ه	
Total Fee	75	,000.00				
Percent Complete		66.67 Total Ear	ned	50,002.50		
• '			Fee Billing	50,002.50		
		Current F	ee Billing	0.00	~	
. x		* Total Fee	3		0.00	
			Total this	Phase	\$0.00	
*				3		
Billings to Date				~ _		
	, Current		Total	,		
Fee	0.00		37,272.50	1		J
Labor	٥.00 [°]		12,730.00			
Totals	° 0.00	50,002.50	50,002.50		•	

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Task	00004	Prought Continger	ncy Plan					
Fee							`	
Total Fee		20,00	0.00				۔	
Percent Co	mnlete			al Earneo	1		0.00	
i diocini oc	Anpiete			vious Fe			0.00	
		t*		rrent Fee	-		0.00	
				al Fee	3		0.00	0.00
			101	ai i 00	Total this	Phase		\$0.00
			-		,		-	anderska deserver vande
fask Estimated Fe	00005 e \$30,000.00	Sale, Transfer, Me	rger		,			
	·				Total this	Phase		\$0.00
Billings to Da	ite	- v						
		Current	Pri	or -	Total			
Labor		0.00	18,103.	75	18,103.75	•		
Consulta	nt	0.00	8,070.0	00	8,070.00			
Totals		0.00	26,173.	75	26,173.75	1		
Task	00006	Rate Issues	,				- tamatu yilingin -	antalanti anyanak sala
Estimated Fe	e \$60,000.00						2	
					Total this	Phase		\$0.00
Billings to Da	ite					· ·		
		Current	Pri	or	Total			
Labor		0.00	1,800.	00	1,800.00			
Consulta	nt	0.00	10,130.	00	10,130.00			
Totals	•	0.00	11,930.	00	11,930.00			
Task	00007	Reimbursable Exp	enses				angun taratan	A A A A A A A A A A A A A A A A A A A
	,				Total this	Phase		\$0.00
Billings to Da	ite							
		Current	Pri	or	Total			
Consulta	nt	0.00	1,181.	66	1,181.66			
Expense		0.00	4,776.0	00	4,776.00			
Totals		0.00	5,957.	66	5,957.66			

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Task	80000	CCN Amendment			
				Total this Phase	\$0.00
Billings	to Date			ş	•
		Current	Prior	Total	
Lab	or	0.00	1,545.00	1,545.00	
- Con	sultant	0.00	3,990.00	3,990.00	
Tota	als	0.00	5,535.00	5,535.00	
			1	Total this Invoice	\$9,046.25
Outstan	ding Involces				
•	Number	Date	Balance		
	100	663 10/31/10	22,933.75		
	· 100	746 11/30/10	10,123.75		
	100	847 12/31/10	57,042.25		
	110 110	046 1/31/11 113 2/28/11	27,719.25 15,537.50		
	110	186 · 3/31/11	7,434.91		
	110	266 / 4/30/11	1,265.00		
	110	349 5/31/11	1,875.00		

1,937.50 **145,868.91**

6/30/11

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Respectfully submitted,

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John W. Littlefield JWL/dm

Ver	A)	Ċ	ivil · Environ	mental · Pl	anning		P
SW	9		aint Lawrence Street des, Texas 78629 www.swo	Phone (Fax (ngineers.com	830) 672-7546 830) 672-2034		
۲ Mr. Mitchell "Mitch" Martin M.B.C. Systems, Inc. 27493 Hanna Road Conroe, TX 77385	f '.,		:•	August 3 Project N Invoice N	lo: 0362-006-10	, 1 •	-
Re: 2011 TWDB DWSRF Pro	oject						5
Dear Mitch:		•					
Submitted herewith is our sta Professional Services from Task 00000 Estimated Fee \$50,000.00	August		o August 31. 201		renced project.	, 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 199 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -	
Professional Personnel Senior Project Engineer Totals Total La	abor		Hours 1.50 1.50	• Rate 125.00	Amount 187.50 187.50	187.50	
Billings to Date		`.		Total this	Phase	\$187.50	1
onniga to Date		A				•	*
Dimiting to Date		Current	Prior	Total	×		
e Labor	•	187.50	70,833.75	71,021.25	*		
Labor Consultant		187.50 0.00	70,833.75 1,770.00	71,021.25 1,770.00	•		<u>ب</u>
e Labor		187.50 0.00 187.50	70,833.75	71,021.25		riztini ultina meg	¥ +
Labor Consultant Totals Task 00001 Fee		187.50 0.00 187.50 ering Feas	70,833.75 1,770.00 72,603.75 sibility Report	71,021.25 1,770.00		nitimi, sitzina ses	<i>3</i>
E Labor Consultant - Totals Task 00001		187.50 0.00 187.50 ering Feat 200,0	70,833.75 1,770.00 72,603.75 sibility Report 100.00 10.00 Total Earr Previous Current F	71,021.25 1,770.00 72,791.25 ned Fee Billing ee Billing	20,000.00 20,000.00 0.00	rizimi, dikana des	, , , , , , , , , , , , , , , , , , ,
Labor Consultant Totals Task 00001 Fee Total Fee Percent Complete		187.50 0.00 187.50 ering Feat 200,0	70,833.75 1,770.00 72,603.75 sibility Report 000.00 10.00 Total Earr Previous Current F Total Fee	71,021.25 1,770.00 72,791.25 ned Fee Billing ee Billing	20,000.00	0.00 * \$0.00	,
Labor Consultant Totals Task 00001 Fee Total Fee	Engined	187.50 0.00 187.50 ering Feat	70,833.75 1,770.00 72,603.75 sibility Report 000.00 10.00 Total Earr Previous Current F Total Fee	71,021.25 1,770.00 72,791.25 ned Fee Billing ee Billing Total this	20,000.00	0.00 * \$0.00	, , , , , , , , , , , , , , , , , , ,
Labor Consultant Totals Task 00001 Fee Total Fee Percent Complete	Engined	187.50 0.00 187.50 ering Feat 200,0	70,833.75 1,770.00 72,603.75 sibility Report 000.00 10.00 Total Earr Previous Current F Total Fee	71,021.25 1,770.00 72,791.25 Ned Fee Billing ee Billing	20,000.00	0.00 * \$0.00	

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Task	00002	* Environmental Information Document

Fee

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Total Fe	96		235,0	00.00		-			
Percent	t Complete			0.75	Total Ea	rned	1,762.50		
					Previous	s Fee Billing	1,762.50		2
			•		Current	Fee Billing	0.00		
					Total Fe	e		١	·0.0(
						Total this F	hase		\$0.00
	٠								
Billings to	Date				-				
	*		Current		Prior	Total			
Fee			0.00		22.50	22.50			
Labor			0.00	•	,740.00	1,740.00			
Totals			0.00	1	,762.50	1,762.50			-
Task	00003	Water	Conserva	tion Pla	n		*		
Fee		* e *							
	-		76 (000.00					
Total Fe			75,0	00.00			`		
Percent	t Complete		66.67 Total Earned Previous Fee Billing				50,002.50		
		ૈં પ્ર					50,002.50		
					,	Fee Billing	0.00		
					Total Fe	0			0.00
						Total this F	hase		\$0.00
Billings to	Date					•	٠		
			Current		Prior	Total			
Fee			0.00	37	272.50	37,272.50			
Labor			0.00	12	730.00	12,730.00			•
Totals	5		, 0.00	50	,002.50	50,002.50	*		
Task	00004	Droug	ht Conting	ency Pi	an	and a second	and and a subject of		
Fee		ł							
Total Fe	90		20,0	00.00					
Percent	t Complete			0.00	Total Ea	rned	0.00		
	-				Previous	s Fee Billing	0.00		
					Current	Fee Billing	0.00		
					Total Fe				0.00
						Total this P	hase -	:	\$0.00

	, *	•	٤.,	i,		
•	Task	00005	Sale, Transfer, Me	rger		
	Estimated Fee	\$30,000.00				
					Total this Phase	\$0.00
	Dillings to Dat	•	*4		٠	,
	Billings to Dat	A	Current	Prior	Total	
	Labor -		0.00	18,103.75	18,103.75	
	* Consultan	t	0.00 *	8,070.00	8,070.00	8

26,173.75

Totals 00006 - Rate Issues

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0.00

Task .

Estimated Fee \$60,000.00

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1 4	a* ¥ .	,	Total this Phase	\$0.00
			•	
	Current	Prior	Total	
	0.00	1,800.00	1,800.00	
	0.00	10,130.00	10,130.00	
	0.00	11,930.00	11,930.00	
		Current 0.00 0.00	Current Prior 0.00 1,800.00 0.00 10,130.00	Current Prior Total 0.00 1,800.00 1,800.00 0.00 10,130.00 10,130.00

Task 00007 Reimbursable Expenses

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Billings to Date	•	

*

	•	Current	Prior	* Total		
	Consultant	0.00	1,181.66	1,181.66		
	Expense	- 0.00	4,776.00	4,776.00		
	Totals	0.00	5,957.66	5,957.66	- ·	
Task	00008	CCN Amendment		المتحاف وواليهما فالهرجم	alik templom dimining polisika yangkan Lawangk Mang	₹.

26,173.75

Total this Phase

*

a Total this Phase

\$0.00

\$0.00

Amendment

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Billings to Date				
	Current	Prior	Total	
Labor	0.00	1,545.00	1,545.00	
Consultant	0.00	3,990.00	3,990.00	7*
Totals .	0.00	5,535.00	5,535.00	5 m.
*	u.	А	Total this Invoice	\$187.50

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Outstanding Invoices

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Number	Date	Balance
100663	10/31/10	22,933.75
100746	11/30/10	10,123.75
100847	12/31/10	57,042.25
110046	1/31/11	27,719.25
110113	2/28/11	15,537.50
110186	3/31/11	7,434.91
110266	4/30/11	1,265.00
110349	5/31/11	1,875.00
110426	6/30/11	1,937.50
-110493	7/31/11	9,046.25
Total		154,915.16

Respectfully submitted,

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John W. Littlefield JWL/dm

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