



**REGULAR MEETING
RIVERBEND WATER RESOURCES DISTRICT
PUBLIC NOTICE OF BOARD OF DIRECTORS' MEETING
WEDNESDAY, JULY 26, 2023
12:00 P.M.
228 TEXAS AVENUE, SUITE A, NEW BOSTON, TX 75570**

*Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of the Riverbend Water Resources District will conduct a meeting; open to the public, on **Wednesday, July 26, 2023, at 12:00 p.m.**, at the Riverbend Water Resources District ("Riverbend") office, in the Conference Room located at **228 Texas Avenue, Suite A, New Boston, TX 75570.***

The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

A G E N D A

I. CALL TO ORDER & ROLL CALL

II. INVOCATION & PLEDGE

III. PUBLIC COMMENTS

The Board of Directors allows individuals to speak to the Board. Prior to the meeting, speakers must sign in on the public comment sheet. The time limit is five (5) minutes per speaker.

IV. CONSENT AGENDA ITEMS

- A. Discussion and possible action regarding the minutes for the June 28, 2023 Regular Meeting and the July 19, 2023 True-Up Workshop.



V. REGIONAL ENTITY REPORTS

- A. Discussion and possible action regarding activities with Sulphur River Basin Authority.
- B. Discussion and possible action regarding activities with TexAmericas Center.
- C. Discussion and possible action regarding activities with REDI.

VI. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

The Board of Directors will consider, discuss, and if appropriate, take action on the following item(s):

A. Discussion and possible action regarding approval of a resolution approving the third quarter FY 2023 Financial Statements.

Presentation of the third quarter FY 2023 Financial Statements will be by Tara Houck.

Action Item: Consider motion for approval of RESO 20230726-01 approving the third quarter FY 2023 Financial Statements.

B. Discussion and possible action regarding approval of a resolution approving the third quarter FY 2023 Investment Report.

Presentation of the third quarter FY 2023 Investment Report will be by Tara Houck.

Action Item: Consider motion for approval of RESO 20230726-02 approving the third quarter FY 2023 Investment Report.

C. Discuss and consider adoption of a Resolution Authorizing the Issuance, Sale, and Delivery of Riverbend Water Resources District Contract Revenue Bonds (Regional Water System Project), Taxable Series 2023, and Approving and Authorizing Instruments and Procedures Relating thereto.

This item is the fifth bond resolution for our Regional Water System Project. This item on the agenda equals \$14.4 million in funding. This funding would be for design, acquisition, construction, and equipment of the Regional Water System. This is the third of four annual bond closings on the \$200M commitment through TWDB. Staff recommends approval.



Action item: Consider motion for approval of RESO 20230726-03 authorizing the issuance, sale, and delivery of Riverbend Water Resources District contract revenue bonds (Regional Water System Project), Taxable Series 2023, and approving and authorizing instruments and procedures relating thereto.

D. Discussion and possible action approving a resolution authorizing the Executive Director/CEO to execute an amendment to the water and wastewater service agreement with the City of Maud, Texas.

This agenda item pertains to the current RWRD/Maud water and wastewater services agreement. This proposed amendment to the contract would be to update Section 3.2.e True-Up to match the process that both RWRD and the City of Maud would like to follow during the life of this contract. It would also make this section follow more of the same schedule as we currently follow for the TWU True-Up process. We think this will make the processes more streamlined and, if we continue to add other service contracts, will make it easier to follow the same timeline requirements for all contracts that require a true-up. Staff recommends approval.

Action item: Consider motion for approval of RESO 20230726-04 authorizing the Executive Director/CEO to execute an amendment to the water and wastewater service agreement with the City of Maud, Texas.

E. Discussion and possible action regarding the FY 2022-2023 Member Entities True Up for use in FY 2024.

TWU made their annual presentation of the Member Entities' True-Up report on Wednesday, July 19th. The proposed water production rate is shown to increase from \$1.2341/1000 Gallons used to \$1.2606/1000 Gallons used. This is a 2.15% increase overall. The administrative overhead cost is proposed to go from 6.57% to 6.72%. The board can act on approving the true-up at this meeting, but typically has chosen not to act until the September meeting when the RWRD budget is considered and approved.

Action item: Consider motion for approval of RESO 20230726-05 approving the FY 2022-2023 Member Entities' True-Up for use in FY 2024.

F. Discussion and possible action regarding the City of Maud Service Contract True-Up.

RWRD and City of Maud staff met on Wednesday, July 19th, to discuss the True-Up to the water and wastewater services agreement. The proposed True-Up for FY



23 results in an increase in the monthly contract amount for FY 24 of \$1,805.98. This would bring the monthly contract invoice amount for FY 24 to \$13,133.98. The board can act on approving the true-up at this meeting, but staff would request following the same process the board has followed historically with the TWU True-Up process. Typically, the board has chosen not to act until the September meeting when the RWRD budget is considered and approved.

Action item: Consider motion for approval of RESO 20230726-06 approving the FY 2022-2023 City of Maud Service Contract True-Up for use in FY 2024.

VII. RIVERBEND REPORTS

- A. Board Members
- B. Executive Director/CEO

VIII. EXECUTIVE SESSION

The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

IX. NEXT REGULAR MEETING

Riverbend Regular Meeting, August 23, 2023, at 12:00 p.m. at Riverbend Offices, 228 A Texas Avenue, New Boston, Texas 75570.

X. ADJOURNMENT

Kyle Dooley

Kyle Dooley, Executive Director/CEO
Riverbend Water Resources District



*Persons with disabilities who plan to attend the RWRD Board of Directors' meeting and who may need auxiliary aids or services are requested to contact the RWRD Administrative Offices at (903) 831-0091, as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, JULY 26, 2023**

**CONSENT AGENDA ITEM IV. A.
June 28, 2023
Regular Meeting Minutes &
July 19, 2023
Special Called Workshop Minutes**

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, JULY 26, 2023**

Regular Minutes

**Regular Called Meeting
Riverbend Water Resources District
Board Meeting Minutes**

June 28, 2023

228 Texas Avenue, Suite A, New Boston, Texas 75570

M I N U T E S

I. Call to Order, Roll Call, and Establishment of Quorum and Certification of Notice

Pursuant to a notice posted on the District website, the Chair, Tina Veal-Gooch, President of the Board, called the meeting to order at 12:03 p.m.

Directors Present:

Van Alexander, President
Steve Mayo, Vice President
Fred Milton, Treasurer
Tina Veal-Gooch, Past President

Directors Absent:

Sonja Hubbard, Secretary

Administration Present:

Kyle Dooley, Executive Director/CEO
Eli Hunt, Operations Manager
Becky Melton, HR Manager/Executive Assistant

Public Present:

Please see the attached list for additional guests.

II. Invocation & Pledge

Van Alexander led the invocation and the pledge of allegiance.

III. Public Comments

None.

IV. Consent Agenda Items

A. Discussion and possible action regarding May 24, 2023 Regular Meeting minutes.

A motion was made by **Fred Milton** and seconded by **Tina Veal Gooch** to approve the Consent Agenda Item. The motion passed unanimously.

V. Regional Entity Reports

- A. Discussion and possible action regarding activities with Sulphur River Basin Authority (SRBA).

No report. No action taken.

- B. Discussion and possible action regarding activities with TexAmericas Center (TAC).

TAC Board met yesterday. Hunting leases were renewed. Bylaws were updated based on changes made in the legislature. A real estate agreement with Braven was revised to extend it four months due to a change in leadership. A contract was signed with a rail contractor to do \$733,000 worth of improvements on the rail system. A facility use agreement was also executed with Trinity Rail Maintenance Services to do maintenance on rail cars on the TAC footprint. Two leases on existing tenants were been renewed. A new lease was signed with East Texas Custom All Terrain. A press release will be posted tomorrow regarding where TexAmericas Center ranks among other Industrial Parks. In 2020 they were ranked 8th. The last two years they were ranked 5th. This year they are ranked the 3rd best Industrial Park in the country. This increase in ranking by Business Facilities Magazine was due to the “speed to market” that TAC can provide through the inhouse logistics division, which is a unique service provided by TAC. In addition, TexAmericas is the only redevelopment authority with facilities previously used by the military that was considered in the ranking.

No action taken.

- C. Discussion and possible action regarding activities with Ar-Tex REDL.

No report. No action taken.

VI. Agenda Items for Individual Consideration

- A. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to execute an interlocal agreement for employees’ health benefits with TML Health Benefits Pool.

Kyle Dooley provided information on the renewal of the TML Coverage. Staff has received the proposed employee medical insurance plan from TML Health Benefits Pool, which would become effective on 10/1/23 for the new fiscal year. There are four new plan options that are being offered by TML for consideration for this upcoming year or we can stay with the current plan. All plan options would be an increase when compared with the total cost from the previous year. Those options, and the current plan costs, are shown in the agenda packet. For all four new options, the out-of-pocket cost and/or the deductible costs would go up. The premium cost also increases between 1.82%-23.71% depending on which option is selected. Staying with the current plan would increase the premium 30%, but it holds out-of-pocket and deductible costs at the same rate as this current year. Dental coverage has an increase of 8%. The current vision plan will remain unchanged for this upcoming plan year. TML Health Benefits Pool requires us to decide to renew our plan in

July, but it will be before the next board meeting. This agenda item is requesting authorization to select one of these TML options, execute the needed paperwork to renew, and submit it by TML's July deadline. After reviewing the options, staff recommends staying with the current plan for the upcoming year to keep the out of pocket and deductible costs the same for the employees next year.

A motion was made by **Fred Milton** and seconded by **Tina Veal Gooch** for approval of **RESO 20230628-01** authorizing the Executive Director/CEO to execute an interlocal agreement for employees' health benefits with TML Health Benefits Pool. The motion passed unanimously.

- B. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to request additional funding from the Texas Water Development Board (TWDB) to cover costs related to design and construction of the Regional Water System Facility.

Kyle Dooley provided that this item pertains to the funding for the Johnny L. Branson Regional Water Treatment Facility. RWRD was successful in securing \$200 million in funding through the Texas Water Development Board (TWDB) in 2020. The needed funding was secured using cost estimates from 2019. Since that time, several things have happened in the market and in the construction world that have driven costs up dramatically. Cost estimates for the project have more than doubled since the 2019 cost estimates were done. This is not a unique issue just for this project. This is a statewide, and nationwide issue, as prices everywhere have skyrocketed over the past three to four years. As such, more funding is needed to finish the construction of the Regional Water Treatment Facility. This item, if approved, would authorize staff to prepare an application for additional funding through the TWDB Drinking Water State Revolving Fund.

A motion was made by **Tina Veal Gooch** and seconded by **Fred Milton** to approve **RESO 20230628-02** authorizing the Executive Director/CEO to request additional funding from the Texas Water Development Board (TWDB) to cover costs related to design and construction of the Regional Water System Facility. The motion passed unanimously.

VII. Riverbend Reports

- A. Board Members

Fred Milton provided that he spoke with the Interim Chair of the Public Utilities Commission, Kathleen Jackson at the TWCA conference. She has been keeping up with our project and is pleased with the progress we are making.

- B. Executive Director/CEO

Kyle Dooley provided the following updates:

Mat Garcia with Pape-Dawson provided the following update on the Regional Water System Project:

- The draft Engineering Feasibility Report and the draft Environmental Assessment report have been provided to RWRD staff for review and comment.

- Request for Proposals for the Various Design Consultants Agreements has been posted and are due July 21, 2023.
 - For the Intake Structure package, 114 entities have downloaded the RFQ. 34 are engineering companies.
 - For the Raw Water Main package, 99 entities have downloaded the RFQ. 33 are engineering companies.
 - For the Water Treatment Plant package, 140 entities have downloaded the RFQ. 41 are engineering companies.
 - For the Finished Water Main package, 114 entities have downloaded the RFQ. 34 are engineering companies.
 - We will assist the District in reviewing the Responses, and have set up an interview window, if needed, from August 28 to September 8.
 - We anticipate making a recommendation to the Board no later than the September Board meeting.
 - We have also reached out over 40 minority and women-owned businesses to ensure the District stays in compliance with the goals required as part of its funding through the SRF.

Kyle talked to the Corps regarding their letter of concurrence with project viability under the interim rule curve. It just needs to be signed and sent to us. The three required documents, EID, EFR and this letter, will be submitted as they are completed.

Intake Permitting: One thing that has been delaying the submitting of the EID and the EFR to TWDB is a ruling from the Corps on whether they would allow Riverbend to pull the permitting portion of the intake construction away from the Ultimate Rule Curve studies. Dawson and Associates had a meeting with USACE on Friday. The USACE representatives did not see any issues, in theory, with the construction of the intake prior to the implementation of the Ultimate Rule Curve. That decision comes with the caveat that Riverbend will operate at the Interim Rule Curve that is currently in place until the Ultimate Rule Curve is implemented. That allows Riverbend to get lined out on what the Corps expects on the application for the intake. That language will need to be in the EID and the EFR so it can be turned to TWDB that will indicate we are clear with the Corps to move forward with the project so TWDB can approve our documents and release project funds. At this point, the RFQ process can move forward because funds should be released at about the same time that a design team is chosen.

Ultimate Rule Curve: The Cultural Resources Study is out for contract and should be back by the end of July. Mid July is when we should hear from the Corps regarding any extra funding needed based on numbers they're seeing from contracting.

Industrial Wastewater Plant: Email from RRAD Public Works requested a meeting in mid-July to discuss next steps for the new plant. Location is still a major concern that will involve TexAmericas Center as well as any other entities that may be using the

True-Up: Still aiming for having the document out July 12, 2023 and planning the meeting for July 19, 2023 at 10:00 a.m. at Riverbend offices.

No action taken.

VIII. Executive Session

The board stood at ease at 12:25 p.m.

The board reconvened in Executive Session at 12:30 p.m. with quorum pursuant to sections 551.071, 551.072, and 551.074 of the Texas Open Meetings Act.

The board came out of Executive Session at 1:23 p.m.

The board reconvened with quorum at 1:23 p.m.

IX. Next Riverbend Meetings

Riverbend True-up Workshop, July 19, 2023 at 10:00 a.m. at Riverbend Offices, 228 A Texas Avenue, New Boston, Texas 75570.

Riverbend Regular Meeting, July 26, 2023 at 12:00 p.m. at Riverbend Offices, 228 A Texas Avenue, New Boston, Texas 75570.

X. Adjournment

With no additional business to be discussed, a motion was made by **Tina Veal Gooch** and seconded by **Fred Milton** to adjourn the meeting at 1:24 p.m. The motion passed unanimously.

The minutes of the Riverbend Water Resources District Board of Directors meeting, held on June 28, 2023, were read and approved on the _____ day of _____, 2023.

Van Alexander, President

Attest:

Kyle Dooley, Executive Director/ CEO

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, JULY 26, 2023**

True-Up Minutes

**Special Called Meeting
Riverbend Water Resources District
Work Session Minutes
July 19, 2023**

Riverbend Water Resources District
228 Texas Ave, Suite A, New Boston, TX 75570

M I N U T E S

I. Call to Order, Roll Call, and Establishment of Quorum and Certification of Notice

Pursuant to a notice posted on the District website, the Chair, Van Alexander, President of the Board, called the meeting to order at 10:02 a.m.

Directors Present:

Van Alexander, President
Steve Mayo, Vice President
Fred Milton, Treasurer
Sonja Hubbard, Secretary

Directors Absent:

Tina Veal-Gooch, Past President

Administration Present:

Kyle Dooley, Executive Director/CEO
Tara Houck, Chief Financial Officer
Eli Hunt, Operations Manager
Becky Melton, Executive Assistant/HR Manager

Public Present:

See attached list.

II. Invocation & Pledge

Van Alexander led the invocation and Pledge of Allegiance.

III. Agenda Items for Individual Consideration

A. Presentation and discussion regarding the Regional Water System Facilities Fund Budget and Project Update.

Tara Houck presented the Regional Water System Facilities Fund Budget for review.

Kyle Dooley presented an update on the Regional Water System project. To include additional bonds that will be approved next week. Thus far, we have taken out \$111 million of the \$200 million. The next bond set to be reviewed next week will be for \$14.4 million. Closing should be the last week in August. The first 2 sets of bonds were

60% taxable and 40% tax exempt. This third bond will not likely have tax exempt funds because there were spending requirements that were not met. The bonds taken out next time should have a bigger tax exempt portion to make up for that. Taxable versus tax exempt funds depend on what the money is being spent on. The EID and the EFR will be reviewed by TWDB later this week. The RFQ for design on the new facility has been posted. Proposals are required to be submitted by this Friday the 21st. They will be reviewed between now and September.

Ron Humphrey, Mayor of New Boston, asked if Mr. Milton could come to the next city council meeting to explain the increases and how it may affect the citizens of New Boston. Mr. Dooley and Mr. Milton will be there and will bring scenarios on how the new rate may affect water bills. Wayne Dial, New Boston's City Administrator also asked that they explain to citizens how the debt repayment works while the water facility project is ongoing.

No action taken.

B. Presentation and discussion of Member Cities' True-Up for use in FY 2024.

Tricia Briggs of Texarkana Water Utilities (TWU), presented the 2022-2023 Member Cities' True-up for use in FY 2024.

Gary Smith provided information specific to completed, ongoing, and future projects for TWU.

Kyle Dooley informed the Riverbend board and the guests present that the True-Up document will be further reviewed until it is considered for a vote by the Riverbend board at a regular board meeting to be held on September 27, 2023.

No action taken.

IV. Riverbend Reports

A. Board Members

No reports.

B. Executive Director/CEO

Mr. Dooley requested that any questions related to the True-Up, be directed to him and he will relay those questions to TWU for a response. He is available to answer any questions related to the new water facility project and the Facility Fund Budget.

He also requested that all member entities please attend the August board meeting on the 23rd as there will be additional discussion regarding fluoride with Dr. Shambarger.

V. Next Riverbend Meetings & Activities:

Riverbend Regular Meeting, Wednesday, July 26, 2023, at 12:00 p.m. at Riverbend Offices.

VI. Adjournment

With no additional business to be discussed, **Van Alexander** adjourned the meeting at 11:00 a.m.

The minutes of this Special Called Riverbend Water Resources District Board of Directors meeting on July 19, 2023 were read and approved on the _____ day of _____, 2023.

Van Alexander, President

Attest:

Kyle Dooley, Executive Director/CEO

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, JULY 26, 2023**

**AGENDA ITEM VI. A.
RWRD RESO 20230726-01
Third Quarter FY 2023
Financial Statements**



RIVERBEND RESOLUTION NO. 20230726-01

APPROVING THE 3rd QUARTER FY 2023 FINANCIAL STATEMENTS

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Riverbend Water Resources District Board of Directors accepts and approves quarterly financial statements, which provide for the fiduciary guidance of Riverbend Water Resources funds.

NOW, THEREFORE, BE IT RESOLVED that the Riverbend Water Resources District accepts and approves the 3rd Quarter FY 2023 financials.

PASSED and APPROVED this 26th day of July 2023

Van Alexander, President

ATTEST:

Sonja Hubbard, Secretary

Attached: Third Quarter FY 2023 Financial Statements



RIVERBEND WATER RESOURCES DISTRICT**STATEMENT OF NET POSITION****ENTERPRISE FUNDS****JUNE 30, 2023**

	<i>Regional Water System Administration Fund</i>	<i>Regional Water System Facilities Fund</i>	<i>Wet Utilities Fund</i>	<i>Total</i>
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 141,707	\$ -	\$ 1,726,606	\$ 1,868,313
Accounts receivable	17,436	265,663	480,612	763,711
Interest receivable		445,536		445,536
Interfund accounts	21,498	-	10,059	31,557
Restricted assets:				
Cash and cash equivalents restricted for bond debt reserves	-	4,695,274	668,853	5,364,127
Cash and cash equivalents restricted for construction	-	22,090,246	20,048	22,110,294
Investments restricted for construction	-	70,961,809		70,961,809
Cash and cash equivalents restricted for operations	-	-	905,609	905,609
Prepaid expenses	1,790	-	3,333	5,123
Inventories	-	-	83,326	83,326
Total current assets	<u>182,431</u>	<u>98,458,528</u>	<u>3,898,446</u>	<u>102,539,405</u>
Noncurrent assets:				
Cash and cash equivalents - restricted for bond debt reserves	-	2,866,414	2,530,353	5,396,767
Capital assets (net of accumulated depreciation):				
Equipment	-	-	399,605	399,605
Utility system	-	-	15,404,507	15,404,507
Intangible assets	-	-	247,232	247,232
Construction in progress	-	16,733,107	27,335	16,760,442
Total capital assets	<u>-</u>	<u>16,733,107</u>	<u>16,078,679</u>	<u>32,811,786</u>
Total noncurrent assets	<u>-</u>	<u>19,599,521</u>	<u>18,609,032</u>	<u>38,208,553</u>
TOTAL ASSETS	<u>182,431</u>	<u>118,058,049</u>	<u>22,507,478</u>	<u>140,747,958</u>
LIABILITIES				
Current liabilities:				
Accounts payable		85,570	34,787	120,357
Payroll liabilities	-	-	29,626	29,626
Interfund accounts	10,509	21,498	-	32,007
Due to North East Texas Regional Water Planning Group	-	-	-	-
Accrued interest payable	-	193,722	44,994	238,716
Accrued compensated absences - current portion	-	-	21,553	21,553
Revenue bonds payable - current portion	-	3,150,000	410,000	3,560,000
Total current liabilities	<u>10,509</u>	<u>3,450,790</u>	<u>540,960</u>	<u>4,002,259</u>
Long-term liabilities:				
Accrued compensated absences - long term	-	-	59,762	59,762
Revenue bonds payable - long term	-	104,895,000	6,595,000	111,490,000
Total long-term liabilities	<u>-</u>	<u>104,895,000</u>	<u>6,654,762</u>	<u>111,549,762</u>
TOTAL LIABILITIES	<u>10,509</u>	<u>108,345,790</u>	<u>7,195,722</u>	<u>115,552,021</u>
NET POSITION				
Net investment in capital assets	-	1,630,125	10,088,885	11,719,010
Restricted for bond reserves	-	8,079,165	3,204,830	11,283,995
Restricted for construction	-	2,969	20,048	23,017
Unrestricted	171,922	-	1,997,993	2,169,915
TOTAL NET POSITION	<u>\$ 171,922</u>	<u>\$ 9,712,259</u>	<u>\$ 15,311,756</u>	<u>\$ 25,195,937</u>

RIVERBEND WATER RESOURCES DISTRICT

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION ENTERPRISE FUNDS FOR THE NINE MONTHS ENDED JUNE 30, 2023

	<i>Regional Water System Administration Fund</i>	<i>Regional Water System Facilities Fund</i>	<i>Wet Utilities Fund</i>	<i>Total</i>
OPERATING REVENUES				
Charges for services:				
Member fees	\$ 140,522	\$ -	\$ -	\$ 140,522
Army volumetric charge	-	-	2,306,063	2,306,063
Army water supply charge	-	-	178,305	178,305
Commercial and residential charge	-	-	153,752	153,752
Infrastructure Services	-	-	85,114	85,114
Other revenue	-	-	20,713	20,713
Total operating revenues	140,522	-	2,743,947	2,884,469
OPERATING EXPENSES				
Accounting and audit	4,960	-	-	4,960
Analyticals	-	-	79,028	79,028
Capital replacement	-	-	141,004	141,004
Community relations	3,099	-	-	3,099
Conferences & seminars	1,529	-	-	1,529
Consulting	137,111	-	4,549	141,033
Dues and memberships	8,041	-	-	8,041
Engineering services	4,625	-	-	4,625
Equipment maintenance, repair and fuel	-	-	30,875	30,875
Equipment rental	-	-	169	169
Insurance	-	-	42,207	42,207
Materials	-	-	155,399	155,399
Meetings expense	4,063	-	-	4,063
Military affairs	-	-	-	-
Miscellaneous	583	-	-	583
Permits	-	-	32,118	32,118
Repairs	-	-	135,233	135,233
Salaries, wages, payroll taxes and benefits	133,215	-	716,178	849,393
Supplies	-	-	51,152	51,152
Travel and training	8,657	-	-	8,657
Utilities	-	-	138,535	138,535
Waste disposal	-	-	28,026	28,026
Water purchase cost	-	-	277,926	277,926
Web design and maintenance	1,681	-	-	1,681
Infrastructure services	-	-	93,394	93,394
Overhead allocation - water	-	-	150,858	150,858
Overhead allocation - wastewater	-	-	163,966	163,966
Overhead allocation - industrial wastewater	-	-	165,310	165,310
Total operating expenses before depreciation	307,564	-	2,405,928	2,712,865
Operating income (loss) before depreciation	(167,042)	-	338,019	170,977
Depreciation	-	-	626,668	626,668
Operating income (loss)	(167,042)	-	(288,649)	(455,691)
NONOPERATING REVENUES (EXPENSES)				
Facility charges revenue	-	-	1,097,433	1,097,433
Minimum monthly payments	-	3,261,241	-	3,261,241
Interest revenue	47	1,904,537	48,338	1,952,922
Project admin fees	-	-	10,078	10,078
Unrealized gain (loss) on investment	-	318,605	-	318,605
Gain/(Loss) on disposal of assets	-	-	25,887	25,887
Interest expense	-	(1,034,687)	(189,890)	(1,224,577)
Wire fees	-	(1,497)	-	(1,497)
Franchise fees expense	-	-	(79,259)	(79,259)
Special projects expense	(12,500)	-	-	(12,500)
Total nonoperating revenues (expenses)	(12,453)	4,448,199	912,587	5,348,333
Income (loss) before transfers	(179,495)	4,448,199	623,938	4,892,642
Transfers in (out)	230,000	-	(230,000)	-
Changes in net position	50,505	4,448,199	393,938	4,892,642
Net position, beginning of year	121,417	5,264,060	14,917,818	20,303,295
Net position, end of 3rd quarter	\$ 171,922	\$ 9,712,259	\$ 15,311,756	\$ 25,195,937

RIVERBEND WATER RESOURCES DISTRICT

SUPPLEMENTARY INFORMATION BUDGETARY COMPARISON SCHEDULE REGIONAL WATER SYSTEM ADMINISTRATION FOR THE NINE MONTHS ENDED JUNE 30, 2023

	<i><u>Budget</u></i>	<i><u>Actual</u></i>	<i><u>Variance with Budget</u></i>	<i><u>% of Budget</u></i>
OPERATING REVENUES				
Charges for services	\$ 192,158	\$ 140,522	\$ (51,636)	73.13%
Total operating revenues	<u>192,158</u>	<u>140,522</u>	<u>(51,636)</u>	<u>73.13%</u>
OPERATING EXPENSES				
Advertising	1,200	-	1,200	0.00%
Accounting & audit	4,500	4,960	(460)	110.22%
Community relations	8,000	3,099	4,901	38.74%
Conferences & seminars	4,700	1,529	3,171	32.53%
Consulting	200,000	137,111	62,889	68.56%
Dues & memberships	7,883	8,041	(158)	102.00%
Engineering services	20,000	4,625	15,375	23.13%
Legal & professional fees	27,500	-	27,500	0.00%
Meetings expense	6,000	4,063	1,937	67.72%
Military affairs	11,000	-	11,000	0.00%
Office supplies & expense	3,900	583	3,317	14.95%
Regional planning projects	60,000	-	60,000	0.00%
Salaries, wages & benefits	177,763	133,215	44,548	74.94%
Travel & training	18,000	8,657	9,343	48.09%
Web design & maintenance	4,000	1,681	2,319	42.03%
Total operating expenses	<u>554,446</u>	<u>307,564</u>	<u>246,882</u>	<u>55.47%</u>
Operating income (loss)	<u>(362,288)</u>	<u>(167,042)</u>	<u>(195,246)</u>	<u>46.11%</u>
NONOPERATING REVENUES (EXPENSES)				
Interest Revenue	-	47	47	
Special projects expense	(50,000)	(12,500)	37,500	25.00%
Use of prior year equity	182,288	-	(182,288)	0.00%
Total nonoperating revenues (expenses)	<u>132,288</u>	<u>(12,453)</u>	<u>(144,741)</u>	<u>9.41%</u>
Income (loss) before transfers	<u>(230,000)</u>	<u>(179,495)</u>	<u>50,505</u>	<u>78.04%</u>
Transfer in	<u>230,000</u>	<u>230,000</u>	<u>-</u>	<u>100.00%</u>
Change in net position	<u>-</u>	<u>50,505</u>	<u>50,505</u>	
Net position, beginning of year	<u>121,417</u>	<u>121,417</u>	<u>-</u>	<u>100.00%</u>
Net position, end of 3rd quarter	<u>\$ 121,417</u>	<u>\$ 171,922</u>	<u>50,505</u>	<u>141.60%</u>

RIVERBEND WATER RESOURCES DISTRICT

SUPPLEMENTARY INFORMATION BUDGETARY COMPARISON SCHEDULE REGIONAL WATER SYSTEM FACILITIES FUND FOR THE NINE MONTHS ENDED JUNE 30, 2023

	<i>Budget</i>	<i>Actual</i>	<i>Variance with Budget</i>	<i>% of Budget</i>
OPERATING REVENUES				
Charges for services	\$ -	\$ -	\$ -	
Total operating revenues	-	-	-	
OPERATING EXPENSES				
Expenses	-	-	-	
Total operating expenses	-	-	-	
Operating income (loss)	-	-	-	
NONOPERATING REVENUES (EXPENSES)				
Minimum monthly payments	4,296,050	3,261,241	(1,034,809)	75.91%
Interest Revenue	2,161,063	1,904,537	(256,526)	88.13%
Interest Expense	(1,565,230)	(1,034,687)	530,543	66.10%
Wire fees	(1,750)	(1,497)	253	85.54%
Unrealized Gain/(Loss) on Investments	(538,532)	318,605	857,137	-59.16%
Bond Issuance Costs	(225,000)	-	225,000	0.00%
Total nonoperating revenues (expenses)	4,126,601	4,448,199	321,598	107.79%
Change in net position before transfers	4,126,601	4,448,199	321,598	107.79%
Net position, beginning of year	\$ 5,264,060	5,264,060	-	100.00%
Net position, end of 3rd quarter	\$ 9,390,661	\$ 9,712,259	\$ 321,598	103.42%

RIVERBEND WATER RESOURCES DISTRICT

SUPPLEMENTARY INFORMATION BUDGETARY COMPARISON SCHEDULE WET UTILITIES FUND FOR THE NINE MONTHS ENDED JUNE 30, 2023

	<i>Budget</i>	<i>Actual</i>	<i>Variance with Budget</i>	<i>% of Budget</i>
OPERATING REVENUES				
Charges for services	\$ 3,994,975	\$ 2,723,234	\$ (1,271,741)	68.17%
Other revenue	-	20,713	20,713	
Total operating revenues	3,994,975	2,743,947	(1,251,028)	0.00%
OPERATING EXPENSES				
Analytical	150,000	79,028	70,972	52.69%
Capital Replacement	415,100	141,004	274,096	33.97%
Consulting	60,000	4,549	55,451	7.58%
Equipment maintenance, repair & fuel	52,000	30,875	21,125	59.38%
Equipment rental	11,000	169	10,831	1.54%
Insurance	56,747	42,207	14,540	74.38%
Materials	253,200	155,399	97,801	61.37%
Permits	50,500	32,118	18,382	63.60%
Repairs	280,500	135,233	145,267	48.21%
Salaries, wages, payroll taxes & benefits	1,133,127	716,178	416,949	63.20%
Supplies & materials	79,100	51,152	27,948	64.67%
Utilities	198,000	138,535	59,465	69.97%
Waste disposal	56,000	28,026	27,974	50.05%
Water purchase cost	378,057	277,926	100,131	73.51%
Infrastructure services	102,679	93,394	9,285	90.96%
Overhead allocation - water	196,606	150,858	45,747	76.73%
Overhead allocation - wastewater	213,558	163,966	49,592	76.78%
Overhead allocation - industrial wastewater	215,372	165,310	50,061	76.76%
Total operating expenses	3,901,545	2,405,928	1,495,617	61.67%
Operating income (loss) before depreciation	93,430	338,019	244,589	361.79%
Depreciation	799,500	626,668	172,832	78.38%
Operating income (loss)	(706,070)	(288,649)	417,421	-40.88%
NONOPERATING REVENUES (EXPENSES)				
Facility charges revenues	1,504,031	1,097,433	(406,598)	72.97%
Interest revenue	14,000	48,338	34,338	345.27%
Project Admin Fees	41,921	10,078	(31,843)	24.04%
Gain/(Loss) on disposal of assets	-	25,887	25,887	
Interest expense	(445,885)	(189,890)	255,995	42.59%
Franchise fees expense	(109,035)	(79,259)	29,776	72.69%
Total nonoperating revenues (expenses)	1,005,032	912,587	(92,445)	90.80%
Income (loss) before transfers	298,962	623,938	324,976	208.70%
Transfers in (out)	(230,000)	(230,000)	-	100.00%
Change in net position	68,962	393,938	324,976	571.24%
Net position, beginning of year	14,917,818	14,917,818	-	100.00%
Net position, end of 3rd quarter	\$ 14,986,780	\$ 15,311,756	\$ 324,976	102.17%

RIVERBEND WATER RESOURCES DISTRICT**COMPARATIVE STATEMENT OF REVENUES, EXPENSES, AND CHANGE IN NET POSITION
REGIONAL WATER SYSTEM ADMINISTRATION
FOR THE NINE MONTHS ENDED JUNE 30, 2023**

	<i>June 30, 2023</i>	<i>June 30, 2022</i>	<i>\$ Change</i>	<i>% Change</i>
OPERATING REVENUES				
Charges for services:				
Member fees	\$ 140,522	\$ 150,392	\$ (9,870)	-6.56%
Total operating revenues	140,522	150,392	(9,870)	-6.56%
OPERATING EXPENSES				
Accounting & audit	4,960	4,500	460	
Community relations	3,099	1,382	1,717	124.24%
Conferences & seminars	1,529	2,878	(1,349)	-46.87%
Consulting	137,111	139,368	(2,257)	-1.62%
Dues & memberships	8,041	7,372	669	9.07%
Engineering services	4,625	405	4,220	1041.98%
Legal & professional fees	-	13,936	(13,936)	-100.00%
Meetings expense	4,063	2,896	1,167	40.30%
Military affairs	-	2,750	(2,750)	-100.00%
Office supplies and expense	583	702	(119)	-16.95%
Salaries, wages, payroll taxes & benefits	133,215	126,949	6,266	4.94%
Travel & training	8,657	9,042	(385)	-4.26%
Web design & maintenance	1,681	4,920	(3,239)	-65.83%
Total operating expenses	307,564	317,100	(9,536)	-3.01%
Operating income (loss) before depreciation	(167,042)	(166,708)	(334)	-0.20%
Depreciation	-	-	-	
Operating income (loss)	(167,042)	(166,708)	(334)	0.20%
NONOPERATING REVENUES (EXPENSES)				
Interest revenue	47	101	(54)	-39.08%
Special projects expense	(12,500)	(50,005)	37,505	
Total nonoperating revenues (expenses)	(12,453)	(49,904)	37,451	75.05%
Income (loss) before transfers	(179,495)	(216,612)	37,117	17.14%
Transfers in (out)	230,000	230,000	-	
Change in net position	50,505	13,388	37,117	-277.24%
Net position, beginning of year	121,417	199,306	(77,889)	-39.08%
Net position, end of 3rd quarter	\$ 171,922	\$ 212,694	\$ (40,772)	-19.17%

RIVERBEND WATER RESOURCES DISTRICT**COMPARATIVE STATEMENT OF REVENUES, EXPENSES, AND CHANGE IN NET POSITION
REGIONAL WATER SYSTEM FACILITIES FUND
FOR THE NINE MONTHS ENDED JUNE 30, 2023**

	<i>June 30, 2023</i>	<i>June 30, 2022</i>	<i>\$ Change</i>	<i>% Change</i>
OPERATING REVENUES				
Charges for services:	-	-	-	
Total operating revenues	-	-	-	
OPERATING EXPENSES				
Regional Water System capital outlay	-	7,635,693	(7,635,693)	-100.00%
Total operating expenses	-	7,635,693	(7,635,693)	-100.00%
Operating income (loss) before bond proceeds	-	(7,635,693)	7,635,693	-100.00%
Bond Proceeds	-	7,635,693	(7,635,693)	-100.00%
Operating income (loss)	-	-	-	-
NONOPERATING REVENUES (EXPENSES)				
Minimum monthly payments	3,261,241	3,261,103	138	0.00%
Interest Revenue	1,904,537	275,720	1,628,817	590.75%
Unrealized gain (loss) on investment	318,605	(640,188)	958,793	-149.77%
Interest Expense	(1,034,687)	(519,761)	(514,926)	99.07%
Wire fees	(1,497)	-	(1,497)	
Bond Issuance Costs	-	(2,353,454)	2,353,454	-100.00%
Total nonoperating revenues (expenses)	4,448,199	23,420	4,424,779	18893.16%
Income (loss) before capital contributions and transfers	4,448,199	23,420	12,060,472	51496.46%
Transfers in (out)	-	-	-	
Net position, beginning of year	5,264,060	4,221,294	1,042,766	24.70%
Net position, end of 3rd quarter	<u>\$ 9,712,259</u>	<u>\$ 4,244,714</u>	<u>\$ 13,103,238</u>	<u>308.70%</u>

RIVERBEND WATER RESOURCES DISTRICT**COMPARATIVE STATEMENT OF REVENUES, EXPENSES, AND CHANGE IN NET POSITION
WET UTILITIES FUND
FOR THE NINE MONTHS ENDED JUNE 30, 2023**

	<i>June 30, 2023</i>	<i>June 30, 2022</i>	<i>\$ Change</i>	<i>% Change</i>
OPERATING REVENUES				
Charges for services:				
Army volumetric charge	\$ 2,306,063	\$ 2,434,916	\$ (128,853)	-5.29%
Army water supply charge	178,305	180,568	(2,263)	-1.25%
Commercial & residential charge	153,752	120,627	33,125	27.46%
Infrastructure services	85,114	-	85,114	
Other revenue	20,713	1,625	19,088	1174.65%
Total operating revenues	2,743,947	2,737,736	6,211	0.23%
OPERATING EXPENSES				
Analyticals	79,028	82,315	(3,287)	-3.99%
Capital Replacement	141,004	195,058	(54,054)	-27.71%
Consulting	4,549	31,002	(26,453)	-85.33%
Equipment maintenance, repair & fuel	30,875	54,515	(23,640)	-43.36%
Equipment rental	169	2,281	(2,112)	-92.59%
Insurance	42,207	36,661	5,546	15.13%
Materials	155,399	117,205	38,194	32.59%
Permits	32,118	32,399	(281)	-0.87%
Repairs	135,233	126,732	8,501	6.71%
Salaries, wages, payroll taxes & benefits	716,178	698,666	17,512	2.51%
Supplies & materials	51,152	20,393	30,759	150.83%
Utilities	138,535	127,980	10,555	8.25%
Waste disposal	28,026	35,828	(7,802)	-21.78%
Water purchase cost	277,926	242,650	35,276	14.54%
Infrastructure services	93,394	-	93,394	
Overhead allocation - water	150,858	140,390	10,468	7.46%
Overhead allocation - wastewater	163,966	152,588	11,378	7.46%
Overhead allocation - industrial wastewater	165,310	153,841	11,469	7.46%
Total operating expenses	2,405,928	2,250,504	155,424	6.91%
Operating income (loss) before depreciation	338,019	487,232	(149,213)	-30.62%
Depreciation	626,668	607,833	18,835	3.10%
Operating income (loss)	(288,649)	(120,601)	(168,048)	139.34%
NONOPERATING REVENUES (EXPENSES)				
Facility charges revenue	1,097,433	1,085,472	11,961	1.10%
Interest revenue	48,338	14,910	33,428	224.20%
Project admin fees	10,078	27,119	(17,041)	62.84%
Interest expense	(189,890)	(255,415)	65,525	25.65%
Gain/(Loss) on disposal of assets	25,887	-	25,887	
Bond issuance costs	-	(65,000)	65,000	100.00%
Franchise fees expense	(79,259)	(91,202)	11,943	13.10%
Total nonoperating revenues (expenses)	912,587	715,884	196,703	27.48%
Income (loss) before transfers	623,938	595,283	28,655	4.81%
Transfers in (out)	(230,000)	(230,000)	-	0.00%
Change in net position	393,938	365,283	28,655	7.84%
Net position, beginning of year	14,917,818	14,707,905	209,913	1.43%
Net position, end of 3rd quarter	\$ 15,311,756	\$ 15,073,188	\$ 238,568	1.58%

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, JULY 26, 2023**

**AGENDA ITEM VI. B.
RWRD RESO 20230726-02
Third Quarter FY 2023
Investment Report**



RIVERBEND RESOLUTION NO. 20230726-02

APPROVING THE 3rd QUARTER FY 2023 INVESTMENT REPORT

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Riverbend Water Resources District has adopted an Investment Policy as required by law to manage the funds of Riverbend Water Resources District; and

WHEREAS, the Investment Policy Reporting Section XIII requires that the Investment Officer prepare and sign a quarterly investment report that includes activity on all interest-bearing accounts held by Riverbend Water Resources District.

NOW, THEREFORE, BE IT RESOLVED that the Riverbend Water Resources District accepts and approves the 3rd Quarter FY 2023 Investment Report.

PASSED and APPROVED this 26th day of July 2023

Van Alexander, President

ATTEST:

Sonja Hubbard, Secretary

Attached: Third Quarter FY 2023 Investment Report



RIVERBEND WATER RESOURCES DISTRICT

SCHEDULE OF INVESTMENTS

ENTERPRISE FUNDS

For the Three Months Ended June 30, 2023

Funds	Identification Number	Maturity Date	Balance 03/31/2023	Interest Income 06/30/2023	Transfers In/(Out) Per Policy	Net Deposits/ Withdrawals	Balance 06/30/2023	Accrued Int Rec 06/30/2023
Administrative Fund								
Operations	50003704	Daily checking	\$ 94,004	\$ -	\$ 115,000	(84,070)	\$ 124,934	\$ -
Restricted - Region D Planning	8009740	Money Market	13,160	12	-	11	13,171	-
Operations	457060	Daily savings	3,586	-	-	1	3,587	-
Wet Utilities Fund								
Operations	21695	Daily checking	266,677	-	(825,755)	2,285,293	1,726,215	-
Restricted bond sinking	21709	Daily checking	1,989,090	8,003	717,229	(125,540)	2,588,782	-
Restricted bond reserves	21217	Daily checking	609,226	2,592	(2,592)	1,199	610,425	-
Restricted construction funds	21741	Daily checking	20,035	37	(37)	13	20,048	-
Restricted operations	21733	Money Market	903,830	3,845	(3,845)	1,779	905,609	-
Regional Water System Facilities Fund								
Restricted - Minimum Monthly Payments	3011380	Daily Savings	587,180	27	(709,424)	473,398	351,181	-
Restricted - 2020A Construction	2037890	Money Market	674	24	389,447	(388,220)	1,925	-
Restricted - 2020B Construction	50022709	Money Market	1,123	1	61,647	(61,727)	1,044	-
Restricted - 2020A Revenue	8009732	Money Market	351,962	2,090	425,654	206,664	986,370	-
Restricted - 2020B Revenue	8009716	Money Market	1,098,056	1,863	283,770	138,059	1,521,748	-
Restricted - 2020A Interest & Redemption	8009813	Money Market	3,724,600	1,109	-	(662,533)	3,063,176	-
Restricted - 2020B Interest & Redemption	8009724	Money Market	1,749,202	383	-	(110,372)	1,639,213	-
Restricted - 2020A Construction Escrow	82-4416-01-0	Bot Short-Term Cash Fund	1,221,017	8,341	(244,859)	4,504	989,003	3,974
Restricted - 2020B Construction Escrow	82-4405-01-3	Bot Short-Term Cash Fund	2,438,729	18,973	(5,963)	7,064	2,458,803	9,734
Restricted - 2022A Construction Escrow	82-5428-01-4	Bot Short-Term Cash Fund	8,083,281	104,330	(144,588)	2,468,752	10,511,775	38,132
Restricted - 2022B Construction Escrow	82-5429-01-2	Bot Short-Term Cash Fund	6,537,275	83,189	(55,684)	1,562,916	8,127,696	29,978
Restricted - 2022A Construction Escrow	82-5428-01-4	U.S. Treasury Notes	44,883,123	396,097	-	(2,702,333)	42,576,887	223,934
Restricted - 2022B Construction Escrow	82-5429-01-2	U.S. Treasury Notes	29,921,415	277,693	-	(1,814,186)	28,384,922	139,784
Total - All Funds			<u>\$ 103,619,623</u>	<u>\$ 908,609</u>	<u>\$ -</u>	<u>\$ 5,717,191</u>	<u>\$ 106,606,514</u>	<u>\$ 445,536</u>

The investment schedule of Riverbend Water Resources District is in compliance with the Public Funds Investment Act and the District's Investment Policy.

Tara Houck, CPA
Chief Financial Officer

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, JULY 26, 2023**

**AGENDA ITEM VI. C.
RWRD RESO 20230726-03
Series 2023 Bond Resolution**

RIVERBEND RESOLUTION 20230726-03

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF
RIVERBEND WATER RESOURCES DISTRICT CONTRACT REVENUE
BONDS (REGIONAL WATER SYSTEM PROJECT), TAXABLE SERIES 2023,
AND APPROVING AND AUTHORIZING INSTRUMENTS AND
PROCEDURES RELATING THERETO**

WHEREAS, Riverbend Water Resources District (the “Issuer”) was created by the Texas Legislature in 2009 as a conservation and reclamation district created under and essential to accomplish the purpose of Section 59, Article XVI, Texas Constitution, as set forth in Title 6, Special District Local Laws Code, Subtitle L, Municipal Water Districts, Chapter 9601, effective June 19, 2009 as a water district with statutory powers including the authority to acquire any and all storage rights and storage capacity in a reservoir or other water sources inside or outside the boundaries of the Issuer, and to acquire the right to take water from that reservoir or source, subject to the rights or permits held by municipalities or other persons; and

WHEREAS, the Issuer has previously issued its Contract Revenue Bonds (Regional Water System Project), Taxable Series 2020A and Contract Revenue Bonds (Regional Water System Project), Series 2020B (collectively, the “Series 2020 Bonds”) pursuant to Resolution Nos. 20201028-003 and 20201028-004, respectively (collectively, the “Series 2020 Bond Resolutions”), and its Contract Revenue Bonds (Regional Water System Project), Taxable Series 2022A and Contract Revenue Bonds (Regional Water System Project), Series 2022B (collectively, the “Series 2022 Bonds”) pursuant to Resolution Nos. 20220126-07 and 20220126-08, respectively (collectively, the “Series 2022 Bond Resolutions”), in order finance improvements to certain “Company Facilities” as defined in said Series 2020 Bond Resolutions; and

WHEREAS, the bonds hereinafter authorized are being issued and secured on a parity with the Outstanding Parity Obligations with respect to the pledge of the Pledged Revenues (as defined herein); and

WHEREAS, the Issuer has previously identified regional water infrastructure projects under the Riverbend Regional Water Master Plan Study to be completed in order to improve and operate the Company Facilities;

WHEREAS, the Cities of Annona, Avery, Hooks, Leary, Maud, Nash, New Boston, Redwater, Texarkana, and Wake Village, Central Bowie Water Supply Corporation and Oak Grove Water Supply Corporation (each, a “Member Entity” and collectively, the “Member Entities”) desire to effectuate the improvement of the Company Facilities pursuant to the Riverbend Regional Water Master Plan Study (the “Planned Improvements”) and provide for regional water service, including that needed by the Member Entities; and

WHEREAS, the Issuer has entered into a Water Distribution and Supply Contract (each, a “Contract” and collectively, the “Contracts”) with each Member Entity with respect to the funding and construction by the Issuer, for the benefit of the Member Entities, of the Planned Improvements and any additional regional improvements or enhancements; and

WHEREAS, the Board of Directors of the Issuer is authorized to issue the bonds hereinafter authorized pursuant to the Issuer Act, the Contracts, and other applicable law; and

WHEREAS, the Issuer has received Resolution Nos. 20-075 and 20-076 from the Texas Water Development Board (the "TWDB") approving financial assistance to the Issuer in the aggregate amount of \$199,700,000 in multi-year financing, including the purchase of the Issuer's Series 2023 Bonds to be authorized hereby (as defined herein); and

WHEREAS, the Issuer deems it necessary and advisable to authorize the adoption of this Resolution; and

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF RIVERBEND WATER RESOURCES DISTRICT THAT:

Section 1. AMOUNT AND PURPOSE OF THE BONDS. The bond or bonds of Riverbend Water Resources District (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$14,400,000, FOR THE PURPOSE OF OBTAINING FUNDS REQUIRED TO PROVIDE FOR THE DESIGN, ACQUISITION, CONSTRUCTION, AND EQUIPMENT OF IMPROVEMENTS TO THE COMPANY FACILITIES TO PROVIDE REGIONAL WATER SERVICE FOR USE BY THE MEMBER ENTITIES.

Section 2. DESIGNATION OF THE BONDS. Each bond issued pursuant to this Resolution shall be designated: "RIVERBEND WATER RESOURCES DISTRICT CONTRACT REVENUE BOND (REGIONAL WATER SYSTEM PROJECT), TAXABLE SERIES 2023", and initially there shall be issued, sold, and delivered hereunder a single fully registered bond, without interest coupons, payable in installments of principal (the "Initial Bond"), but the Initial Bond may be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, having serial maturities, and in the denomination or denominations of \$5,000 or any integral multiple of \$5,000, all in the manner hereinafter provided. The term "Bonds" as used in this Resolution shall mean and include collectively the Initial Bond and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL BOND.

(a) The Initial Bond is hereby authorized to be issued, sold, and delivered hereunder as a single fully registered Bond, without interest coupons, dated August 1, 2023, in the denomination and aggregate principal amount of \$14,400,000 numbered TR-1, payable in annual installments of principal to the initial registered owner thereof, to-wit: Texas Water Development Board, or to the registered assignee or assignees of said Bond or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Bond to be payable on the dates, respectively, and in the principal amounts, respectively, stated in the FORM OF INITIAL BOND set forth in this Resolution.

(b) The Initial Bond (i) may and shall be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Bond shall be payable, all as provided, and in the manner required or indicated, in the FORM OF INITIAL BOND set forth in this Resolution.

Section 4. INTEREST. The unpaid principal balance of the Initial Bond shall bear interest from the Issuance Date to the respective scheduled due dates, or to the respective dates of prepayment or redemption, of the installments of principal of the Initial Bond, and said interest shall be payable, all in the manner provided and at the rates and on the dates stated in the FORM OF INITIAL BOND set forth in this Resolution.

Section 5. FORM OF INITIAL BOND. The form of the Initial Bond, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Bond, shall be substantially as follows:

FORM OF INITIAL BOND

NO. TR-1

\$14,400,000

UNITED STATES OF AMERICA
STATE OF TEXAS
RIVERBEND WATER RESOURCES DISTRICT
CONTRACT REVENUE BOND
(REGIONAL WATER SYSTEM PROJECT)
TAXABLE SERIES 2023

Riverbend Water Resources District (the “Issuer”), being a political subdivision of the State of Texas, hereby promises to pay to the TEXAS WATER DEVELOPMENT BOARD, or to the registered assignee or assignees of this Bond or any portion or portions hereof (in each case, the “registered owner”) the aggregate principal amount of \$14,400,000 (FOURTEEN MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS) in annual installments of principal due and payable on October 15 in each of the years, and to pay interest, calculated on the basis of a 360-day year composed of twelve 30-day months, from the date of delivery of the Bonds (which date appears in the Delivery Certificate endorsed on this Bond), on the balance of each such installment of principal, respectively, from time to time remaining unpaid, in the respective principal amounts and at the rates per annum, as set forth in the following schedule:

<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2023			2037		
2023			2038		
2024			2039		
2025			2040		
2026			2041		
2027			2042		
2028			2043		

2029	2044
2030	2045
2031	2046
2032	2047
2033	2048
2034	2049
2035	2050
2036	2051

with said interest being payable on October 15, 2024 and semiannually on each April 15 and October 15 thereafter while this Bond or any portion hereof is outstanding and unpaid.

THE INSTALLMENTS OF PRINCIPAL OF AND THE INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The installments of principal and the interest on this Bond are payable to the registered owner hereof through the services of BOKF, NA in Dallas, Texas, as paying agent/registrar (the "Paying Agent/Registrar") for this Bond. Payment of all principal of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and/or interest payment date by check dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of this Bond (the "Bond Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such principal and/or interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared at the close of business on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described; provided that, if the Texas Water Development Board (the "TWDB") is the registered owner of this Bond, at the option of the TWDB and at the expense of the Issuer, such payment shall be made by wire transfer pursuant to written directions of the TWDB. The Issuer covenants with the registered owner of this Bond that on or before each principal and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Redemption Fund" created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND has been authorized in accordance with the Constitution and laws of the State of Texas FOR THE PURPOSE OF OBTAINING FUNDS REQUIRED TO PROVIDE FOR THE DESIGN, ACQUISITION, CONSTRUCTION, AND EQUIPMENT OF IMPROVEMENTS TO THE COMPANY FACILITIES TO PROVIDE REGIONAL WATER SERVICE FOR USE BY THE MEMBER ENTITIES.

ON OCTOBER 15, 2033, or any date thereafter, the Bonds having stated maturities on and after October 15, 2034 may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if less than a whole maturity is to be redeemed, the Bonds or portions thereof to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary random method (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal the principal amount thereof, plus accrued interest to the date fixed for redemption. During any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond, and it is hereby specifically provided that the mailing of such notice as required above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Bonds or portions thereof. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price plus accrued interest from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Resolution.

THIS BOND, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of \$5,000, may be assigned by the initial registered owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Bond, or any portion or portions hereof in any integral multiple of \$5,000, to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and

registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any such portion or portions hereof by the initial registered owner hereof. A new bond or bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds) or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Bond or any portion hereof. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Bond Resolution, this Bond, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute bond issued in exchange for any portion of this Bond shall have a single stated principal maturity date), upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. If this Bond or any portion hereof is assigned and transferred or converted each bond issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Bond or portion hereof for which the substitute bond is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such bonds, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Bond or portion hereof for which they are being exchanged. No such bond shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE BOND RESOLUTION, THIS BOND IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the bonds issued and delivered in exchange for this Bond or any portion hereof may be assigned and transferred, and converted, subsequently, as provided in the Bond Resolution. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that

it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owner of this Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special revenue obligation of the Issuer which, together with the Series 2020 Bonds, Series 2022 Bonds and any Additional Parity Obligations which may be issued in the future, are secured by and payable from a first lien on and pledge of the “Pledged Revenues” as defined in the Bond Resolution, consisting primarily of payments to be received by the Issuer from the Member Entities under the Water Distribution and Supply Contracts (the “Contracts”), between the Issuer and each Member Entity with respect to the design, acquisition, construction, and equipment of improvements to the Company Facilities to provide regional water service for use by the Member Entities.

THE ISSUER IS OBLIGATED TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND SOLELY FROM AND TO THE EXTENT OF THE GROSS REVENUES DERIVED PRIMARILY FROM PAYMENTS TO BE RECEIVED BY THE ISSUER FROM THE MEMBER ENTITIES. NO OTHER ENTITY, INCLUDING THE STATE OF TEXAS, ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE ISSUER OR THE MEMBER ENTITIES), OR ANY OTHER PUBLIC OR PRIVATE BODY, IS OBLIGATED, DIRECTLY, INDIRECTLY, CONTINGENTLY, OR IN ANY OTHER MANNER, TO PAY SUCH PRINCIPAL OR INTEREST FROM ANY OTHER SOURCE WHATSOEVER. THE OWNER OF THIS BOND SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT OF THIS BOND OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION (INCLUDING SPECIFICALLY TAXES RAISED OR TO BE RAISED BY THE ISSUER) OR FROM ANY OTHER FUNDS OF THE ISSUER EXCEPT THE GROSS REVENUES. NO REPRESENTATION IS MADE HEREIN WITH RESPECT TO THE ANTICIPATED SUFFICIENCY OF THE GROSS REVENUES. NO PART OF THE PHYSICAL PROPERTY OF THE ISSUER IS ENCUMBERED BY ANY LIEN OR SECURITY INTEREST FOR THE BENEFIT OF THE OWNERS OF THIS BOND.

THE ISSUER has reserved the right, subject to the restrictions stated in the Bond Resolution, to issue Additional Parity Obligations payable from and secured by a first lien on and pledge of the “Pledged Revenues” on a parity with this Bond.

THE ISSUER also has reserved the right to amend the Bond Resolution with the approval of the registered owners of 51% in principal amount of all outstanding bonds secured by and payable from a first lien on and pledge of the “Pledged Revenues”.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution. The Issuer has no taxing power.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such

terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between the registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Directors of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Directors of the Issuer, has caused the official seal of the Issuer to be duly impressed or placed in facsimile on this Bond, and has caused this Bond to be dated as of August 1, 2023.

RIVERBEND WATER RESOURCES DISTRICT

Secretary, Board of Directors,

(ISSUER SEAL)

President, Board of Directors,

FORM OF REGISTRATION CERTIFICATE OF THE
COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

FORM OF DELIVERY CERTIFICATE

DELIVERY CERTIFICATE

This Bond was delivered to and paid for by the purchaser thereof on _____.

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Please Insert Social Security or
Other Identifying Number of Assignee

/_____/

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint
_____ to transfer said Bond on the books kept for registration thereof
with full power of substitution in the premises.

Date: _____

Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever; and

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

Section 6. **ADDITIONAL CHARACTERISTICS OF THE BONDS.** Registration and Transfer. (a) The Issuer shall keep or cause to be kept at the principal corporate trust office of BOKF, NA in Dallas, Texas (the "Paying Agent/Registrar") books or records of the registration and transfer of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender of such Bond to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing (i) the assignment of the Bond, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and (ii) the right of such assignee or assignees to have the Bond or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Bond or any portion thereof, a new substitute Bond or Bonds shall be issued in conversion and exchange therefor in the manner herein provided. The Initial Bond, to the extent of the unpaid or unredeemed principal balance thereof, may be assigned and transferred by the initial registered owner thereof once only, and to one or more assignees designated in writing by the initial registered owner thereof. All Bonds issued and delivered in conversion of and exchange for the Initial Bond shall be in any denomination or denominations of any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated principal maturity date), shall be in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Resolution, and shall have the characteristics, and may be assigned, transferred, and converted as hereinafter provided. If the Initial Bond or any portion thereof is assigned and transferred or converted the Initial Bond must be surrendered to the Paying Agent/Registrar for cancellation, and each Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If only a portion of the Initial Bond is assigned and transferred, there shall be delivered to and registered in the name of the initial registered owner substitute Bonds in exchange for the unassigned balance of the Initial Bond in the same manner as if the initial registered owner were the assignee thereof. If any Bond or portion thereof other than the Initial Bond is assigned and transferred or converted each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is exchanged. A form of assignment shall be printed or endorsed on each Bond, excepting the Initial Bond, which shall be executed by the registered owner or its duly authorized attorney or representative to evidence an assignment thereof. Upon surrender of any Bonds or any portion or

portions thereof for transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such transfer in the Registration Books, and shall deliver a new fully registered substitute Bond or Bonds, having the characteristics herein described, payable to such assignee or assignees (which then will be the registered owner or owners of such new Bond or Bonds), or to the previous registered owner in case only a portion of a Bond is being assigned and transferred, all in conversion of and exchange for said assigned Bond or Bonds or any portion or portions thereof, in the same form and manner, and with the same effect, as provided in Section 6(d), below, for the conversion and exchange of Bonds by any registered owner of a Bond. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery of a substitute Bond or Bonds, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of any Bond or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Resolution, whether or not such Bond shall be overdue, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, and to act as its agent to convert and exchange or replace Bonds, all as provided in this Resolution. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Resolution.

(d) Conversion and Exchange or Replacement; Authentication. Each Bond issued and delivered pursuant to this Resolution, to the extent of the unpaid or unredeemed principal balance or principal amount thereof, may, upon surrender of such Bond at the principal corporate trust office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be converted into and exchanged for fully registered bonds, without interest coupons, in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Resolution, in the denomination of \$5,000, or any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal balance or principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If the Initial Bond is assigned and transferred or converted each substitute Bond issued in exchange for any portion of

the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If a portion of any Bond (other than the Initial Bond) shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof (other than the Initial Bond) is assigned and transferred or converted, each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange or replace Bonds as provided herein, and each fully registered bond delivered in conversion of and exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Resolution shall constitute one of the Bonds for all purposes of this Resolution, and may again be converted and exchanged or replaced. It is specifically provided that any Bond authenticated in conversion of and exchange for or replacement of another Bond on or prior to the first scheduled Record Date for the Initial Bond shall bear interest from the date of the Initial Bond, but each substitute Bond so authenticated after such first scheduled Record Date shall bear interest from the interest payment date next preceding the date on which such substitute Bond was so authenticated, unless such Bond is authenticated after any Record Date but on or before the next following interest payment date, in which case it shall bear interest from such next following interest payment date; provided, however, that if at the time of delivery of any substitute Bond the interest on the Bond for which it is being exchanged is due but has not been paid, then such Bond shall bear interest from the date to which such interest has been paid in full. THE INITIAL BOND issued and delivered pursuant to this Resolution is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for or replacement of any Bond or Bonds issued under this Resolution there shall be printed a certificate, in the form substantially as follows:

“PAYING AGENT/REGISTRAR’S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKF, NA,
Dallas, Texas,
Paying Agent/Registrar

Dated: _____

Authorized Representative”

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the above Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for conversion and exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Section 1201.067, Texas Government Code, the duty of conversion and exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond which originally was issued pursuant to this Resolution, approved by the Attorney General, and registered by the Comptroller of Public Accounts. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting any such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(e) In General. All Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF SUBSTITUTE BOND set forth in this Resolution.

(f) Payment of Fees and Charges. The Issuer hereby covenants with the registered owners of the Bonds that it will (i) pay the standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer of registration of Bonds, and with respect to the conversion and exchange of Bonds solely to the extent above provided in this Resolution.

(g) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and

that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

Section 7. FORM OF SUBSTITUTE BONDS. The form of all Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, including the form of Paying Agent/Registrar's Certificate to be printed on each of such Bonds, and the Form of Assignment to be printed on each of the Bonds, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution.

FORM OF SUBSTITUTE BOND

[Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

As provided in the Bond Resolution referred to herein, until the termination of the system of book-entry-only transfers through DTC, and notwithstanding any other provision of the Bond Resolution to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.]

NO. ____	UNITED STATES OF AMERICA STATE OF TEXAS RIVERBEND WATER RESOURCES DISTRICT CONTRACT REVENUE BOND (REGIONAL WATER SYSTEM PROJECT) TAXABLE SERIES 2023	PRINCIPAL AMOUNT \$ _____
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<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ISSUANCE DATE</u>	<u>CUSIP NO.</u>
_____ %	October 15, 20__	_____, 2023	_____

ON THE MATURITY DATE specified above Riverbend Water Resources District (the “Issuer”), being a political subdivision of the State of Texas, hereby promises to pay to Cede & Co., or to the registered assignee hereof (either being hereinafter called the “registered owner”) the principal amount of _____ and to pay interest thereon, calculated on the basis of a 360-day year composed of twelve 30-day months, from the Issuance Date specified above, to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; with interest being payable on October 15, 2024, and semiannually on each April 15 and October 15 thereafter, except that if the date of authentication of this Bond is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA in Dallas, Texas, as paying agent/registrar (the “Paying Agent/Registrar”) for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of the Bonds (the “Bond Resolution”) to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared at the close of business on the last business day of the month next preceding each such date (the “Record Date”) on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. However, notwithstanding the foregoing provisions, the payment of such interest may be made by any other method acceptable to the Paying Agent/Registrar and requested by, and at the risk and expense of, the registered owner hereof; provided, however, for Bonds, the registered owner of which is the Texas Water Development Board (the “TWDB”), at the option of the TWDB and at the expense of the Issuer, such payment shall be made by wire transfer pursuant to written directions of the TWDB. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner at the principal corporate trust office of the Paying Agent/Registrar upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the “Interest and Redemption Fund” created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of an issue of Bonds initially dated August 1, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$14,400,000, FOR THE PURPOSE OF OBTAINING FUNDS REQUIRED TO PROVIDE FOR THE DESIGN, ACQUISITION, CONSTRUCTION, AND EQUIPMENT OF IMPROVEMENTS TO THE COMPANY FACILITIES TO PROVIDE REGIONAL WATER SERVICE FOR USE BY THE MEMBER ENTITIES.

ON OCTOBER 15, 2033, or any date thereafter, the Bonds having stated maturities on and after October 15, 2034 may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, in inverse order of maturity, and, if less than a whole maturity is to be redeemed, the Bonds or portions thereof to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary random method (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal the principal amount thereof, plus accrued interest to the date fixed for redemption. During any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond, and it is hereby specifically provided that the mailing of such notice as required above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Bonds or portions thereof. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price plus accrued interest from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or

denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Resolution.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF \$5,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of other Bonds. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Resolution, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying

Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special revenue obligation of the Issuer which, together with the Series 2020 Bonds, Series 2022 Bonds and any Additional Parity Obligations which may be issued in the future, are secured by and payable from a first lien on and pledge of the “Pledged Revenues” as defined in the Bond Resolution, consisting primarily of payments to be received by the Issuer from the Member Entities under the Water Distribution and Supply Contracts (the “Contracts”), between the Issuer and each Member Entity with respect to the design, acquisition, construction, and equipment of improvements to the Company Facilities to provide regional water service for use by the Member Entities.

THE ISSUER IS OBLIGATED TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND SOLELY FROM AND TO THE EXTENT OF THE GROSS REVENUES DERIVED PRIMARILY FROM PAYMENTS TO BE RECEIVED BY THE ISSUER FROM THE MEMBER ENTITIES. NO OTHER ENTITY, INCLUDING THE STATE OF TEXAS, ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE ISSUER OR THE MEMBER ENTITIES), OR ANY OTHER PUBLIC OR PRIVATE BODY, IS OBLIGATED, DIRECTLY, INDIRECTLY, CONTINGENTLY, OR IN ANY OTHER MANNER, TO PAY SUCH PRINCIPAL OR INTEREST FROM ANY OTHER SOURCE WHATSOEVER. THE OWNER OF THIS BOND SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT OF THIS BOND OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION (INCLUDING SPECIFICALLY TAXES RAISED OR TO BE RAISED BY THE ISSUER) OR FROM ANY OTHER FUNDS OF THE ISSUER EXCEPT THE GROSS REVENUES. NO REPRESENTATION IS MADE HEREIN WITH RESPECT TO THE ANTICIPATED SUFFICIENCY OF THE GROSS REVENUES. NO PART OF THE PHYSICAL PROPERTY OF THE ISSUER IS ENCUMBERED BY ANY LIEN OR SECURITY INTEREST FOR THE BENEFIT OF THE OWNERS OF THIS BOND.

THE ISSUER has reserved the right, subject to the restrictions stated in the Bond Resolution, to issue Additional Parity Obligations payable from and secured by a first lien on and pledge of the “Pledged Revenues” on a parity with this Bond and series of which it is a part.

THE ISSUER also has reserved the right to amend the Bond Resolution with the approval of the registered owners of 51% in principal amount of all outstanding bonds secured by and payable from a first lien on and pledge of the “Pledged Revenues”.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution. The Issuer has no taxing power.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Directors of the Issuer and attested and countersigned with the manual or facsimile signature of the Secretary of the Board of Directors of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

RIVERBEND WATER RESOURCES DISTRICT

Secretary, Board of Directors,

President, Board of Directors

(ISSUER SEAL)

FORM OF PAYING AGENT/REGISTRAR’S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR’S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

_____,
Paying Agent/Registrar

Dated: _____

Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Please Insert Social Security or
Other Identifying Number of Assignee

/ _____ /

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint
_____ to transfer said Bond on the books kept for registration thereof
with full power of substitution in the premises.

Date: _____

Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever; and

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

Section 8. ADDITIONAL DEFINITIONS. That as used in this Resolution the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

“Additional Parity Obligations” shall mean the additional parity revenue bonds permitted to be authorized in the future by this Resolution, the Series 2020 Bond Resolutions, and the Series 2022 Bond Resolutions.

“Board” shall mean the Board of Directors of the Issuer, being the governing body of the Issuer, and it is further resolved that the declarations and covenants of the Issuer contained in this Resolution are made by, and for and on behalf of the Board and the Issuer, and are binding upon the Board and the Issuer for all purposes.

“Contract” or “Contracts” shall mean each Water Distribution and Supply Contract entered into by the Issuer and each of the Member Entities.

“Gross Revenues” shall mean all payments and amounts received by the Issuer pursuant to Section 5.02 of the Contract, and all investments, interest, and income from any Fund created pursuant to this Resolution.

“Fund” shall mean any fund created by this Resolution.

“Issuer” shall mean Riverbend Water Resources District.

“Issuance Date” shall mean the date of delivery of the Bonds to the initial purchaser thereof.

“Outstanding” means, when used with respect to Parity Obligations, as of the date of determination, all Parity Obligations theretofore delivered under this Resolution and any resolution of the Issuer authorizing other Parity Obligations or Additional Parity Obligations, except:

(1) Parity Obligations theretofore cancelled and delivered to the Issuer or delivered to the Paying Agent/Registrar for cancellation;

(2) Parity Obligations deemed paid pursuant to the provisions of Section 20 of this Resolution or any comparable section of any resolution authorizing other Parity Obligations;

(3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Resolution and any resolution authorizing other Parity Obligations; and

(4) Parity Obligations under which the obligations of the Issuer have been released, discharged or extinguished in accordance with the terms thereof.

“Parity Obligations” shall mean, collectively, the Series 2020 Bonds, the Series 2022 Bonds, the Bonds, and any Additional Parity Obligations hereafter issued by the Issuer or obligations issued to refund any of the foregoing (as determined within the sole discretion of the Issuer’s Board of Directors in accordance with applicable law) if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

“Pledged Revenues” shall mean: (a) the payments to be made to the Issuer by the Member Entities pursuant to Section 3(a)(1) of the Contracts and (b) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which in the future may, at the option of the Issuer, be pledged to the payment of the Parity Obligations.

“Project” shall mean the Planned Improvements as defined in the Contract, being the regional water system described in the Riverbend Regional Water Master Plan, dated July 25, 2018, including without limitation a new surface water treatment plant with an initial treatment capacity of 25 million gallons per day, a new raw water intake at Wright Patman Lake, water transmission lines, storage facilities, pumps, and related infrastructure for the distribution and sale of treated water, raw water, and reuse water.

“Series 2020 Bonds” shall have the meaning assigned thereto in the preambles hereof.

“Series 2020 Bond Resolutions” shall have the meaning assigned thereto in the preambles hereof.

“Series 2022 Bonds” shall have the meaning assigned thereto in the preambles hereof.

“Series 2022 Bond Resolutions” shall have the meaning assigned thereto in the preambles hereof.

“Series 2023 Bonds” or “Bonds” shall mean, collectively the Initial Bond as described and defined in Section 1 of this Resolution, and all substitute bonds exchanged therefor as well as all other substitute and replacement bonds issued pursuant to this Resolution.

“Series 2023 Resolution” or “Resolution” shall mean this resolution authorizing the Bonds.

“TWDB” shall mean the Texas Water Development Board.

“year” shall mean the 12 month period beginning each September 1, or such other 12 month period hereafter established by the Issuer as a fiscal year for the purposes of this Resolution.

Section 9. PLEDGE. (a) The Bonds, and the interest thereon, are and shall be secured by and payable from a first lien on and pledge of the Pledged Revenues, and the Pledged Revenues are further pledged to the establishment and maintenance of the Interest and Redemption Fund as provided in this Resolution. It is specifically recognized that the Member Cities are required to make payments, from the gross revenues of their respective waterworks and sewer systems, to the Issuer pursuant to the Contracts sufficient to enable the Issuer to make all deposits and payments provided for herein, and that the Bonds, and the interest thereon, are and shall be payable from and secured by a first lien on and pledge of all of the Pledged Revenues and the Pledged Revenues are further pledged irrevocably to the establishment and maintenance of the Funds hereinafter described.

(b) The Bonds and the interest thereon constitute and shall be special obligations of the Issuer payable solely from the Pledged Revenues, and the owner or owners thereof shall never have the right to demand payment thereof out of funds raised or to be raised from taxation. The Issuer has no taxing power.

Section 10. REVENUE FUND. The Issuer previously created and established pursuant to the Series 2020 Bond Resolutions, and there shall be maintained at an official depository of the Issuer (which must be a member of the Federal Deposit Insurance Corporation) a separate fund to be entitled the "Riverbend Water Resources District Contract Revenue Bonds (Regional Water System Project) Revenue Fund" (hereafter called the "Revenue Fund"). All Pledged Revenues shall be credited to the Revenue Fund immediately upon receipt and shall be deposited from the Revenue Fund in the manner and amounts hereinafter provided.

Section 11. INTEREST AND REDEMPTION FUND. For the sole purpose of paying the principal of and interest on all outstanding Bonds and any Additional Parity Obligations, as the same come due, the Issuer previously created and established pursuant to the Series 2020 Bond Resolutions and shall be maintained with the Paying Agent/Registrar, a separate fund to be entitled the "Riverbend Water Resources District Contract Revenue Bonds (Regional Water System Project) Interest and Redemption Fund" (hereinafter called the "Interest and Redemption Fund"). The Pledged Revenues shall be deposited into the Interest and Redemption Fund from the Revenue Fund when and as required by this Resolution.

Section 12. [RESERVED].

Section 13. INVESTMENTS. Money in every Fund required to be maintained by this Resolution may, at the option of the Issuer, be invested as provided in the Public Funds Investment Act, Chapter 2256, Texas Government Code, for the investment of funds of the entities described therein; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times when expected to be needed. Interest and income derived from such deposits and investments shall be credited to the Fund from which the deposit or investment was made and shall be used only for the purpose or purposes for which such Fund is required or permitted to be used. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

Section 14. FUNDS SECURED. All Funds required to be maintained by this Resolution shall be secured in the manner and to the fullest extent by law, including particularly, the Public Funds Collateral Act, Chapter 2257, Texas Government Code, and such Funds shall be used only for the purposes and in the manner permitted or required by this Resolution.

Section 15. DEBT SERVICE REQUIREMENTS. (a) Immediately after the delivery of the Bonds the Issuer shall deposit to the credit of the Interest and Redemption Fund, from the proceeds received from the sale and delivery of the Bonds, all accrued interest, to be used to pay part of the interest coming due on the Bonds.

(b) The Issuer shall transfer from the Pledged Revenues credited to the Revenue Fund and deposit to the credit of the Interest and Redemption Fund the amounts, at the times, as follows:

(1) on or before the fifth day prior to each interest payment date for the Bonds, such amounts as will be sufficient, together with other amounts, if any, then on hand in the Interest and Redemption Fund and available for such purpose, to pay the interest scheduled to accrue and come due on the Bonds and any Additional Parity Obligations on such next succeeding interest payment date;

(2) on or before the fifth day prior to each principal payment date for the Bonds, such amounts as will be sufficient, together with other amounts, if any, then on hand in the Interest and Redemption Fund and available for such purpose, to pay the principal scheduled to mature and come due, on the Bonds and any Additional Parity Obligations on such next succeeding principal payment date;

(3) on or before the fifth day prior to any optional redemption date set by the Issuer for any Bonds, such amount as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds scheduled to be redeemed on such optional redemption date; and

(4) any amounts required to be deposited therein pursuant to Sections 30 and 31 of this Resolution.

Section 16. DEFICIENCIES. If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Redemption Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

Section 17. EXCESS PLEDGED REVENUES. Subject to making the required deposits to the credit of the Interest and Redemption Fund, when and as required by this Resolution, or any Resolution authorizing the issuance of Additional Parity Obligations, the excess Pledged Revenues may be used by the Issuer for any other lawful purpose.

Section 18. CONSTRUCTION FUND. There shall be established a separate fund to be known as the "Taxable Series 2023 Bond Construction Fund" (the "Construction Fund") with the Issuer's depository bank and upon the delivery of the Bonds, and subject to making the deposits required by Sections 12 and 15(a) hereof, the remaining proceeds of the Bonds shall be deposited into the Construction Fund. Subject to any escrow or trust and agency fund requirements imposed by the TWDB pursuant to Section 31 hereof, money in the Construction Fund shall be subject to disbursements by the Issuer for payment of all costs incurred in carrying out the purpose for which the Bonds are issued.

Section 19. PAYMENT OF BONDS. On or before the fourteenth calendar day of each April and of each October hereafter while any of the Bonds or Additional Parity Obligations are outstanding and unpaid, the Issuer shall make available to the paying agents therefor, out of the Interest and Redemption Fund, if necessary, money sufficient to pay such interest on and such principal of the Bonds and Additional Parity Obligations as will accrue or mature on the April 15 or October 15 immediately following.

Section 20. FINAL DEPOSITS. (a) At such times as the aggregate amount of money and investments in the Interest and Redemption Fund are at least equal in market value to (1) the aggregate principal amount of all unpaid (unmatured and matured) outstanding Bonds and Additional Parity Obligations, plus (2) the aggregate amount of all unpaid interest, including all unpaid (unmatured and matured) outstanding interest coupons, appertaining to such Bonds and Additional Parity Obligations, no further deposits need be made into the Interest and Redemption Fund. In determining the amount of such Bonds and Additional Parity Obligations, and unpaid interest appertaining thereto, outstanding at any time, there shall be subtracted and excluded the amount of any such Bonds and Additional Parity Obligations, and unpaid interest appertaining thereto, which shall have been duly called for redemption and for which funds shall have been deposited with the paying agents therefor sufficient for such redemption.

(b) Any money deposited with the Paying Agent/Registrar in trust for the payment of the principal of, redemption premium, if any, or interest on any Bond and remaining unclaimed for four years after such principal of, redemption premium, if any, or interest on such Bond has become due and payable shall, subject to the unclaimed property laws of the State of Texas, be paid to the Issuer; provided, however, that before the Paying Agent/Registrar shall be required to make any such repayment, the Paying Agent/Registrar may at the expense of the Issuer cause to be published at least once, in a financial newspaper, journal, or publication of general circulation in The City of New York, New York, or in the State of Texas, a notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Issuer. After the payment of such unclaimed moneys to the Issuer, the owner of such Bond shall thereafter look only to the Issuer for the payment thereof, and all liability of the Paying Agent/Registrar with respect to such money shall thereupon cease.

Section 21. ADDITIONAL PARITY OBLIGATIONS. (a) The Issuer shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional parity revenue bonds or notes (herein called "Additional Parity Obligations"), in any amounts, for any lawful purpose of or relating to the Project and the Planned Improvements (as such term is defined in the Contracts), as permitted by the Contracts, including the refunding of any Parity Obligation. Such Additional Parity Obligations, if and when authorized, issued, and delivered in accordance with this Resolution, shall be secured by and made payable equally and ratably on a parity with the Bonds and all other Outstanding Parity Obligations, from a first lien on and pledge of the Pledged Revenues; provided, however, that for so long as the TWDB is the holder of Outstanding Parity Obligations, such Pledged Revenues may not be pledged to the payment of any Additional Parity Obligations secured by a pledge of the same Pledge Revenues unless the Issuer demonstrates to the TWDB Executive Administrator=s satisfaction that the Pledged Revenues will be sufficient for the repayment of all then Outstanding Parity Obligations and the proposed Additional Parity Obligations.

(b) The Interest and Redemption Fund established by Series 2020 Bond Resolutions shall secure and be used to pay all Additional Parity Obligations as well as the Bonds and all other Outstanding Parity Obligations. However, each Resolution under which Additional Parity Obligations are issued shall provide and require that, in addition to the amounts required by the provisions of this Resolution and the provisions of any other Resolution or Resolutions authorizing Additional Parity Obligations to be deposited to the credit of the Interest and Redemption Fund,

the Issuer shall deposit to the credit of the Interest and Redemption Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Parity Obligations then being issued, as the same come due.

(c) The principal of all Additional Parity Obligations must be scheduled to be paid or mature on October 15 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on April 15 and October 15.

(d) The Issuer further reserves the right to issue bonds, notes, or other obligations of inferior liens and bonds, notes, or other obligations payable from sources other than Pledged Revenues.

Section 22. FURTHER REQUIREMENTS FOR ADDITIONAL PARITY OBLIGATIONS. Additional Parity Obligations shall be issued only in accordance with this Resolution, but notwithstanding any provisions of this Resolution to the contrary, without the consent of owners of at least 51% in aggregate principal amount of Bonds outstanding, no installment or series of Additional Parity Obligations shall be issued unless:

(a) a certificate is executed by the President or the chief administrative officer of the Issuer to the effect that no default exists in connection with any of the covenants or requirements of the Resolution or resolutions authorizing the issuance of all then outstanding Parity Obligations and that the Interest and Redemption Fund contains the amount then required to be on deposit therein;

(b) an opinion of Bond Counsel is rendered to the effect that (i) such Additional Parity Obligations are valid and binding obligations of the Issuer and enforceable in accordance with their terms subject to governmental immunity, bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights or remedies generally and to the extent that certain equitable remedies, including specific performance may not be available; (ii) such Additional Parity Obligations have been duly and validly authorized and issued in accordance with law; and

(c) the Resolution authorizing the issuance of such Additional Parity Obligations shall provide for the payment of principal and interest on such Additional Parity Obligations.

Section 23. GENERAL COVENANTS. The Issuer further covenants and agrees that:

(a) PERFORMANCE. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and each resolution authorizing the issuance of Additional Parity Obligations, and in each and every Bond and Outstanding Parity Obligation; that it will promptly pay or cause to be paid the principal of and interest on every Bond and Outstanding Parity Obligation, on the dates and in the places and manner prescribed in such resolutions and Bonds or Outstanding Parity Obligations; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Interest and Redemption Fund; and any holder of the Bonds or Outstanding Parity Obligations may require the Issuer, its Board, and its officials and employees,

to carry out, respect, or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of other Parity Obligations, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Issuer, its Board, and its officials and employees.

(b) **ISSUER'S LEGAL AUTHORITY.** The Issuer is a duly created and existing conservation and reclamation district of the State of Texas pursuant to Article 16, Section 59 of the Texas Constitution and the Issuer Act, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the Issuer in accordance with their terms.

(c) **OPERATION OF PROJECT.** While the Bonds or any Parity Obligations are outstanding and unpaid it will cause the Project to be continuously and efficiently operated and maintained in good condition, repair, and working order in accordance with the Contracts.

(d) **FURTHER ENCUMBRANCE.** While the Bonds or any Parity Obligations are outstanding and unpaid, the Issuer shall not additionally encumber the Pledged Revenues in any manner, except as permitted in this Resolution in connection with Additional Parity Obligations, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution and any resolution authorizing the issuance of Outstanding Parity Obligations; but the right of the Issuer and the Board to issue revenue bonds payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(e) **RECORDS.** Proper books of record and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Project, the Pledged Revenues, and all Funds described in this Resolution; and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholder.

(f) **AUDITS.** The Issuer covenants that within 120 days after the close of each Fiscal Year, it shall have had made, and will file with the TWDB, so long as it owns any Bonds, and the rating agencies which have issued a rating on the Bonds, in such quantity as each may require, an audited financial statement for itself prepared in accordance with the requirements of Section 49.192, Texas Water Code, as amended.

Copies of such audit shall be filed in the office of the Issuer and shall be open for inspection by any interested person during normal office hours. The Issuer shall furnish a copy of such audit reports any owner of Bonds upon request.

(g) **GOVERNMENTAL AGENCIES.** It will comply with all of the terms and conditions of any and all agreements applicable to the Project and the Bonds or Outstanding Parity Obligations entered into between the Issuer and any governmental agency, and the Issuer will take all action necessary to enforce said terms and conditions; and the Issuer will obtain and keep in full force and effect all franchises, permits, and other requirements necessary with respect to the acquisition, construction, operation, and maintenance of the Project.

(h) **CONTRACTS WITH MEMBER ENTITIES.** It will comply with the terms and conditions of the Contracts and will cause the Member Entities to comply with all of its obligations thereunder, particularly the obligation to fix and collect rates for services sufficient to pay the Bonds and any other Outstanding Parity Obligations, by all lawful means.

(i) **INSPECTION.** Any registered owner of any Bonds shall have the right at all reasonable times to inspect all financial records, accounts, audits, and data of the Issuer relating to the Project. In addition, so long as the TWDB or other state agency holds any of the Bonds, the Issuer shall give any duly authorized agent of such agency access to and right to copy any records, reports and files of the Issuer pertaining to the Project, and shall prepare and furnish to such agency such reports on the physical condition and finances of the Project as such agency shall request.

(j) **BUDGET.** It will prepare, adopt, and place into effect an annual budget (the "Annual Budget") for operation and maintenance of the Planned Improvements (as defined in the Contracts) for each fiscal year, including in each Annual Budget such items as are customarily and reasonably contained in a regional water system budget under generally accepted accounting procedures. The Issuer shall, at least thirty days subsequent to adopting and placing into effect each Annual Budget, furnish, without cost, a copy of same to the TWDB, so long as it owns any Bonds, and to any owner of 25% or more in aggregate principal amount of all then Outstanding Parity Obligations who may so request.

(k) **PERMITS.** It will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the Project and which have been obtained from any governmental agency; and the Issuer has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the Project.

Section 24. AMENDMENT OF RESOLUTION. (a) The holders or owners of Parity Obligations aggregating 51% in principal amount of the aggregate principal amount of all then Outstanding Parity Obligations shall have the right from time to time to approve any amendment to this Resolution or any other resolution authorizing the issuance of Parity Obligations, which may be deemed necessary or desirable by the Issuer, provided, however, that nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in said resolutions or in the Parity Obligations so as to:

- (1) Make any change in the maturity of the Outstanding Parity Obligations;
- (2) Reduce the rate of interest borne by any of the Outstanding Parity Obligations;
- (3) Reduce the amount of the principal payable on the Outstanding Bonds or Additional Parity Obligations;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Parity Obligations, or impose any conditions with respect to such payment;

- (5) Affect the rights of the holders of less than all of the Parity Obligations then Outstanding;
- (6) Change the minimum percentage of the principal amount of Parity Obligations necessary for consent to such amendment.

(b) If at any time the Issuer shall desire to amend a resolution under this Section, the Issuer shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of Texarkana, Texas, or in the City of Austin, Texas, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of each Paying Agent for each Series of Parity Obligations for inspection by all holders of Parity Obligations. Such publication is not required, however, if notice in writing is given to each holder of Parity Obligations.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of notice or other service of written notice the Issuer shall receive an instrument or instruments executed by the holders or owners of at least 51% in aggregate principal amount of all Parity Obligations then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Issuer may adopt the amendatory resolution in substantially the same form.

(d) Upon the adoption of any amendatory resolution pursuant to the provisions of this Section, the resolution being amended shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Issuer and all the holders or owners of then Outstanding Parity Obligations and all future Additional Parity Obligations shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such amendment.

(e) Any consent given by the holder or owner of any Parity Obligation pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders or owners of the same Parity Obligation during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder or owner who gave such consent, or by a successor in title, by filing notice thereof with each Paying Agent for each Series of Parity Obligations and the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the then Outstanding Parity Obligations as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) The ownership of all registered Parity Obligations shall be ascertained by the registration books pertaining thereto kept by the Paying Agent/Registrar. The Issuer may conclusively assume that such holding or ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 25. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a “Defeased Bond”) within the meaning of this Resolution, except to the extent provided in subsection (d) of this Section 25, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities which mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the Pledged Revenues pledged as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Notwithstanding the provisions of subsection (a), the Issuer expressly reserves the right, pursuant to Section 1207.033(c), Texas Government Code, to later call a Defeased Bond for redemption in accordance with the provisions of this Resolution.

(c) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Bonds and interest thereon with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer.

(d) The term “Defeasance Securities” as used in this Section, means any securities and obligations now or hereafter authorized by State of Texas law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(e) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Resolution.

(f) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select such amount of Bonds by such random method as it deems fair and appropriate.

(g) So long as the TWDB is the registered owner of any of the Bonds, the Issuer shall provide written notice to the TWDB of a defeasance of the Bonds pursuant to subsection (a) of this Section.

Section 26. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bonds or Bond authorized by this Resolution is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1201.067, Texas Government Code, this Section of this Resolution shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 6(d) of this Resolution for Bonds issued in conversion and exchange for other Bonds.

Section 27. CUSTODY, APPROVAL, AND REGISTRATION OF INITIAL BOND; BOND COUNSEL'S OPINION, CUSIP NUMBERS, INSURANCE, AND PREAMBLE. The General Manager of the Issuer is hereby authorized to have control of the Initial Bond issued hereunder and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of

Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Initial Bond or on any Bonds issued and delivered in conversion of and exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. If insurance is obtained on any of the Bonds, the Initial Bond and all the Bonds shall bear an appropriate legend concerning insurance as provided by the insurer. The preamble to this Resolution is hereby adopted and made a part hereof for all purposes.

Section 28. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Initial Bond shall be used along with other bond proceeds for the acquisition, by purchase and construction, of the Project in accordance with the Contracts; provided that after completion of the Project, if any of such interest earnings remain on hand, such interest earnings along with any surplus bond proceeds shall be deposited in the Interest and Sinking Fund.

Section 29. ESCROW AGREEMENT AND ESCROW ACCOUNT. (a) The Escrow Agreement relating to the Bonds between the Issuer and the escrow agent named therein (the "Escrow Agent") substantially in the form and content attached hereto as Exhibit A, specifying the duties and responsibilities of the Issuer and the Escrow Agent, is hereby approved and the President of the Board is hereby authorized and directed to execute the Escrow Agreement on behalf of the Issuer. The Escrow Agent named in the Escrow Agreement is hereby appointed as the Escrow Agent pursuant to such Escrow Agreement.

(b) On the closing date, the Issuer shall cause the proceeds from the sale of the Bonds to be deposited into the Escrow Account or, if agreed to by the TWDB, all or a portion of the proceeds of the Bonds may be deposited into the Construction Fund or as otherwise directed by the Issuer.

(c) Except as provided in Section 36 moneys disbursed from the Escrow Account established pursuant to the Escrow Agreement shall be applied only for the projects for which the Bonds are issued.

(d) The security for, and the investment of, funds on deposit in the Escrow Account shall be governed by the provisions of the Escrow Agreement.

Section 30. SALE OF INITIAL BOND. The Bonds hereby sold and shall be delivered to the Texas Water Development Board for cash for the principal amount thereof. In accordance with its Resolution No. 20-075, the Texas Water Development Board will purchase the Bonds, with an amount approved by the Texas Water Development Board to be deposited to the Construction Fund authorized by Section 18 hereof (the "Construction Fund") upon initial delivery of the Bonds, and the balance of the proceeds to be deposited to the Escrow Account authorized by Section 29 hereof until authorized for transfer to the Construction Fund by the Texas Water Development Board. The officers of the Issuer are authorized to do any and all things necessary in connection with the issuance of the Bonds, and are authorized to execute and deliver such certificates as are necessary or appropriate in connection with the issuance of the Bonds. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the TWDB or its designee.

Section 31. DTC REGISTRATION. The Bonds initially shall be issued and delivered in such manner that no physical distribution of the Bonds will be made to the public, and the Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Bonds. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the federal Securities Exchange Act of 1934, as amended, and the Issuer accepts, but in no way verifies, such representations. The Initial Bond authorized by this Resolution shall be delivered to and registered in the name of the TWDB. However, it is a condition of delivery and sale that the TWDB, immediately after such delivery, shall cause the Paying Agent/Registrar, as provided for in this Resolution, to cancel said Initial Bond and deliver in exchange therefor a substitute Bond for each maturity of such Initial Bond, with each such substitute Bond to be registered in the name of CEDE & CO., the nominee of DTC, and it shall be the duty of the Paying Agent/Registrar to take such action. It is expected that DTC will hold the Bonds on behalf of the TWDB and/or the DTC Participants, as defined and described in the Official Statement referred to and approved in Section 29 hereof (the "DTC Participants"). So long as each Bond is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC in all respects the same as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book entry system which will identify beneficial ownership of the Bonds by DTC Participants in integral amounts of \$5,000, with transfers of ownership being effected on the records of DTC and the DTC Participants pursuant to rules and regulations established by them, and that the substitute Bonds initially deposited with DTC shall be immobilized and not be further exchanged for substitute Bonds except as hereinafter provided. The Issuer is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or the DTC Participants, or protecting any interests or rights of the beneficial owners of the Bonds. It shall be the duty of the TWDB and the DTC Participants to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Bonds, and the method of paying the fees and charges of DTC. The Issuer does not represent, nor does it in any way covenant that the initial book-entry system established with DTC will be maintained in the future. The Issuer reserves the right and option at any time in the future, in its sole discretion, to terminate the DTC (CEDE & CO.) book-entry only registration requirement described above, and to permit the Bonds to be registered in the name of any owner. If the Issuer exercises its right and option to terminate such requirement, it shall give written notice

of such termination to the Paying Agent/ Registrar and to DTC, and thereafter the Paying Agent/Registrar shall, upon presentation and proper request, register any Bond in any name as provided for in this Resolution. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered substitute Bonds is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Resolution, substitute Bonds will be duly delivered as provided in this Resolution, and there will be no assurance or representation that any book-entry system will be maintained for such Bonds.

Section 32. CONTINUING DISCLOSURE UNDERTAKING. (a).Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The Issuer shall provide annually to the MSRB, within twelve months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the Issuer to the extent that such information is customarily prepared by the Issuer and is publicly available. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements filed with the Texas Water Development Board as part of the Issuer’s application to the Texas Water Development Board, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information that is available to the Issuer by the required time and will provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an

official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Notice of Certain Events. (i) The Issuer shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (i) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or

business of the Issuer., and (ii) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall file notice with the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Subsection (b) of this Section by the time required by such Subsection.

(d) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (a) hereof of any Bond calls and defeasance that cause the Issuer to no longer be such an “obligated person”.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance

with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 33. **ATTORNEY GENERAL FEES.** The Issuer hereby authorizes and directs payment from legally available funds of the Issuer, of the nonrefundable examination fee of the Attorney General of the State of Texas required by Section 1202.004, Texas Government Code, as amended.

Section 34. **REPEAL OF CONFLICTING RESOLUTIONS.** All resolutions and all parts of any resolutions which are in conflict or inconsistent with this Resolution are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 35. **SECURITY INTEREST.** Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the Pledged Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 36. **TEXAS WATER DEVELOPMENT BOARD.** The provisions of this Section shall apply so long as the Bonds, or any of them, are owned by the TWDB. The Issuer hereby agrees to comply with all conditions set forth in TWDB Resolution No. 20-075, which conditions are incorporated herein.

(a) Annual Audit Reporting. The Issuer shall provide the Texas Water Development Board with an annual report prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant, to be submitted without charge within 120 days of the close of each fiscal year.

(b) Covenant to Abide with Rules. The Issuer will abide with all applicable laws of the State of Texas and Rules of the Texas Water Development Board relating to the loan of funds evidenced by the Bonds and the Project for which the Bonds are issued, sold and delivered.

(c) Water Conservation Program. The Issuer agrees and covenants that it will implement an approved water conservation program in accordance with 31 TAC § 371.71.

(d) Records and Accounts. The Issuer agrees and covenants that it will maintain current, accurate and complete records and accounts regarding the System in accordance with 31 TAC § 371.71.

(e) Environmental Determinations. The Issuer agrees and covenants that it will comply with any special conditions of the environmental determination of the Executive Administrator in accordance with 31 TAC § 371.71.

(f) Prohibition on Use of Proceeds. The Issuer covenants and agrees that none of the proceeds of the Bonds will be expended on costs incurred or to be incurred relating to the sampling, testing, removing or disposing of potentially contaminated soils and/or media at the project site.

(g) Indemnification. The Issuer further agrees, to the extent permitted by law, to indemnify, hold harmless and protect the Texas Water Development Board from any and all claims or causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, removal and off site disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(h) Conveyance of Obligations. Prior to any action by the Issuer to convey its obligations under the Bonds to another entity, if permitted by law, the conveyance and the assumption of such obligations must be approved by the Texas Water Development Board. The Issuer shall notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such a sale-transfer-merger with another retail public utility.

(i) Davis-Bacon Act Compliance. All laborers and mechanics employed by contractors and subcontractors for the Project who are paid from proceeds of the Bonds on deposit in the Construction Fund shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality of the Issuer in accordance with the federal Davis-Bacon Act and the U.S. Department of Labor's implementing regulations pertaining thereto.

(j) Federal Funding Accountability and Transparency Act. The Issuer shall provide the Texas Water Development Board with all information required by the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282.

(k) DUNS Number and CAGE Code. The Issuer shall obtain a Data Information Numbering System (DUNS) Number and shall register with the System for Award Management to obtain a Commercial and Government Entity (CAGE) Code, and maintain current registration at all times during which the Bonds are outstanding.

(l) Timely Expenditures. All proceeds of the Bonds will be timely and expeditiously used, as required by applicable federal statutes and U.S. Environmental Protection Agency regulations, and the Issuer shall adhere to a project construction schedule acceptable to the Executive Administrator that facilitates timely use of funds and project completion.

(m) As-Built Plans. The Issuer shall provide to the Texas Water Development Board a full and complete set of "as-built" plans relating to the Project, promptly upon completion of the Project.

(n) Final Accounting. The Issuer shall render a final accounting of the cost of the Project to the Texas Water Development Board within 60 days of the completion of the Project. If the total cost of the Project, as finally completed, is less than originally estimated, so that the proper share of the participation by the Texas Water Development Board in the Project is reduced, such surplus proceeds shall be used in accordance with subsection (o) below.

(o) Surplus Proceeds. Notwithstanding any other provision of this Resolution or the Bonds restricting early redemption of the Bonds, the Issuer shall use any surplus proceeds from the Bonds that are determined to be surplus funds remaining after completion of the project and completion of a final accounting in a manner as approved by the Texas Water Development Board's ("TWDB") Executive Administrator (the "Executive Administrator"), including without limitation to redeem, on any date, the Bonds owned by the TWDB, at a price of par plus accrued interest to the date fixed for redemption.

(p) Insurance. Insurance coverage be obtained and maintained by the Issuer in an amount sufficient to protect the interest of the Texas Water Development Board in the Project.

(q) Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of the Bonds or this Resolution that restricts or limits the TWDB's full exercise of such remedies shall be of no force and effect.

(r) American Iron and Steel Requirements. The Issuer will abide by all applicable construction contract requirements related to the use of iron and steel products in the United States, as required by the 2014 Federal Appropriations Act and related State Revolving Fund Policy Guidelines.

(s) Covenant Regarding Taxes and System Rates. The Issuer hereby agrees that, for so long as the Bonds are outstanding, to maintain and collect sufficient rates and charges to produce System revenues in an amount necessary to meet the debt service requirements of all Bonds and to maintain the funds established and required by the Bonds.

(t) Outlay Reports. The Issuer shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.

Section 37. FURTHER PROCEDURES. (a) The President and Secretary, respectively, of the Board of Directors of the Issuer, the General Manager, Operations Manager, and Chief Financial Officer of the Issuer, and all other officers, employees, and agents of the Issuer, and each

of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Bonds, and the sale of the Bonds, including without limitation the Blanket Issuer Letter of Representations to DTC. The expenses of issuing the Bonds shall be paid from the proceeds from the sale of the Initial Bond. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

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EXHIBIT A

ESCROW AGREEMENT

(Attached)

DRAFT

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, JULY 26, 2023**

**AGENDA ITEM VI. D.
RWRD RESO 20230726-04
City of Maud Contract Amendment**



RIVERBEND RESOLUTION NO. 20230726-05

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN
AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF MAUD,
TEXAS FOR CERTAIN WATER AND WASTEWATER SERVICES**

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the City of Maud, Texas formed in 1941 is a General Law Municipality operating under an aldermanic form of government consisting of a mayor and five aldermen in accordance with applicable state statutes, serving a current population of 1,056 residents based on the most recent 2010 Census; and

WHEREAS, on October 1, 2022 and April 18, 2023 Riverbend and the City of Maud, Texas executed agreements for wastewater and water services respectively; and

WHEREAS, Riverbend Water Resources District has a need to amend the contract to clarify the true-up process reviewing over-recovery or under-recovery of operational costs.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and is hereby authorized to an amendment to the interlocal agreement providing certain water and wastewater services to the City of Maud, Texas on terms substantially the same as attached hereto and further reviewed by general counsel.

PASSED and APPROVED this 26th day of July 2023

Van Alexander, President

ATTEST:

Sonja Hubbard, Secretary

Attached: Services Contract Amendment-City of Maud

**FIRST AMENDED INTERLOCAL AGREEMENT FOR
WATER AND WASTEWATER SYSTEM OPERATIONS AND
MAINTENANCE SERVICES**

This First Amended Interlocal Agreement for Water and Wastewater System Operations and Maintenance Services (this “Agreement”) is entered into and effective on the ____ day of _____, 2023 (the “Effective Date”) between Riverbend Water Resources District (“Riverbend”), a political subdivision of the State of Texas, and the City of Maud, Texas, a city incorporated under the laws of the State of Texas (“City”), each acting by and through its undersigned, duly authorized representatives. Riverbend and City may be individually referred to as “Party” and collectively referred to as the “Parties.” This Agreement shall supersede and amend the Interlocal Agreement for Water and Wastewater System Operations and Maintenance Services effective on or about April 18, 2023, as to the Articles and Sections reflected herein, but not otherwise.

RECITALS

WHEREAS, the Texas Legislature has authorized the formulation of interlocal cooperation agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended;

WHEREAS, City owns and operates a water storage and distribution system within its corporate boundaries; and

WHEREAS, City owns and operates a wastewater treatment and distribution system within its corporate boundaries; and

WHEREAS, Riverbend provides water and wastewater operation and maintenance services;

WHEREAS, the Parties have determined that it would be advantageous for Riverbend to manage, operate, and maintain City’s water storage and distribution system and its wastewater collection facilities;

WHEREAS, the governing bodies of each Party find that the undertaking is necessary for the benefit of the public, is in the common interest of both Parties and that each Party has the legal authority to provide such service;

WHEREAS, the covenants and promises set forth in this Agreement constitute adequate consideration to each Party; and

WHEREAS, the Parties, in paying for the performance of governmental functions or in performing such governmental functions pursuant to this Agreement shall make payments therefore only from current revenues legally available to such Party.

Therefore, for and in consideration of the premises, and the mutual agreements set forth below, Riverbend and City agree as follows:

AGREEMENTS

ARTICLE III. TERM, TERMINATION & COMPENSATION

3.2 Compensation.

- e. True up. Riverbend shall annually conduct a “true-up” review to determine whether there was any over-recovery or under-recovery of its operational costs which will include a nine and six hundredths percent (9.06%) administrative fee during that fiscal year in relation to City’s Standard Monthly Payment annualized for the applicable year. Any over-recovery or under-recovery of costs shall be carried over as a credit or debit to City or Riverbend, as applicable. Said credit or debit shall be applied to City’s Standard Monthly Payment such that the credit or debit shall be extinguished by the end of the following fiscal year.

EXECUTED on the date or dates indicated below, to be effective as of the Effective Date:

RIVERBEND:

**RIVERBEND WATER RESOURCES
DISTRICT**

By: Kyle Dooley, Executive Director

Date: _____

Address: 228A Texas Avenue
New Boston, TX 75570

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BOWIE

I certify that I know or have satisfactory evidence that Kyle Dooley is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Riverbend Water Resources District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Texas

My appointment expires: _____

CITY:

CITY OF MAUD

By: Jimmy Clary, Mayor

Date:_____

Address: 203 Main St.
 Maud, TX 75567

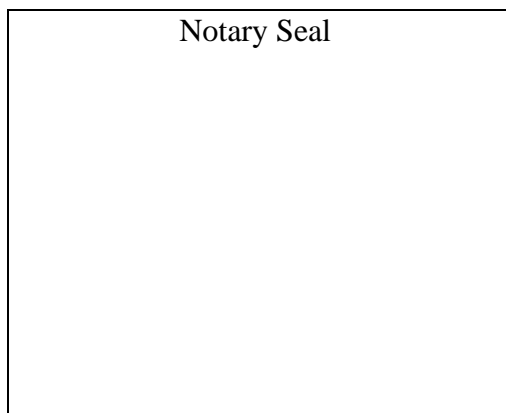
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BOWIE

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of City of Maud, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Texas

My appointment expires: _____

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, JULY 26, 2023**

**AGENDA ITEM VI. E.
RWRD RESO 20230726-05
Member Entities True-Up**



RIVERBEND RESOLUTION NO. 20230726-05

**ADOPTING THE FY 2022-2023 MEMBER ENTITIES' TRUE-UP
AND WHOLESALE WATER RATES AND FEES OF THE
TEXARKANA WATER UTILITIES**

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Riverbend Water Resources District is charged with oversight of the annual True-Up conducted amongst and between the City of Texarkana, Texas and all Member Entities; and

WHEREAS, Riverbend Water Resources District held an annual True-Up meeting on July 19, 2023 at the Riverbend offices to discuss the True-Up Process and information provided by the City of Texarkana, Texas and its water department through Texarkana Water Utilities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Riverbend Water Resources District hereby adopts the FY 2022-2023 Member Entities' True-Up and wholesale water rates and fees of the Texarkana Water Utilities.

PASSED and APPROVED this 26th day of July 2023

Van Alexander, President

ATTEST:

Sonja Hubbard, Secretary

Attached: 2022-2023 Member City Rate Calculation



Member City Water Rate Calculation 2024

City of Texarkana, Texas
Proposed Water Production Rate Assumptions
9/30/2024

Assumptions regarding the 2024 Water Rate:

- 1) The water rate is determined based on the adopted FY 2024 Water Department Budget.
- 2) The administration overhead rate has been calculated using **6.72%** of total budget water production costs using the method approved effective with the FY 2018 budget billing going forward.
- 3) The 2022 True up is not included in the actual water rate. Once the true up has been decided, it will be billed monthly as an amount on each individual Member City monthly billing.
- 4) The infrastructure cost is not included in the actual water rate. Once the cost has been decided, it will be billed monthly as an amount on each individual Member City monthly billing.
- 5) The debt service cost is not included in the actual water rate. Once the cost has been decided, it will be billed monthly as an amount on each individual Member City monthly billing.
- 6) Monthly billings will use estimated gallons as projected in the current budget.
- 7) The water rate calculated for 2024 excludes the amount due to Riverbend. Each City will be responsible for remitting their amount directly to Riverbend.

CALCULATION OF OVERHEAD PERCENTAGE

From FY 2022 Audited Amounts (Periods 1-13)

	2022 Audited Amounts
Admin Divisions:	
Administration 110	510,307
Finance 210	600,745
Engineering 710	73,290
GIS 740	41,672
Information Technology 230	73,265
Total Admin	1,299,279
Other Divisions:	
Customer Service 310	996,179
Water Production 410/420	5,153,321
Water Distribution 620	1,351,070
Sewer Collection 630	1,032,700
Wastewater 530/540	4,213,086
Environmental Services 750	370,126
Information Technology 230	1,047,554
Engineering 710	554,696
GIS 740	315,396
Composting 580	352,862
Operations Admin 610	264,759
Service Center 640,643-646	736,876
Water/Swr Constr 612	984,412
Field Services 330	673,082
Total Other	18,046,120
Total Expenses	19,345,399
 Admin % of Total	 6.72%

FY22 Audit Amounts:

Oper Div Total	28,981,308
Less:	
Depr	(6,344,844)
Other Expenses	(3,291,066)
Total	19,345,398
Rounding Difference	1

Engineering & GIS Divisions Allocation to OH:

CALCULATION OF OVERHEAD PERCENTAGE

From FY 2022 Audited Amounts (Periods 1-13)

Engineering 710	627,986
GIS 740	<u>357,068</u>
Total	<u>985,054</u>

			Engineering Division 710	GIS Division 740	Total
<u>FY22 Capital Project Hours:</u>					
WP & MW Projects	416	11.6706%	73,290	41,672	114,962
Other Projects	<u>3,149</u>	<u>88.3294%</u>	<u>554,696</u>	<u>315,396</u>	<u>870,092</u>
Total	<u>3,565</u>	<u>100.0000%</u>	<u>627,986</u>	<u>357,068</u>	<u>985,054</u>

Information Technology (IT) Division Allocation to OH:

Information Tech- Division 230	<u>1,120,819</u>
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			Info Tech Division 230
<u>FY22 IT Logged Workorder Hours:</u>			
Division 410	104	5.9633%	
Division 420	<u>10</u>	<u>0.5734%</u>	
Total WP & MW	114	6.5367%	73,265
Other Utility Divisions	<u>1,630</u>	<u>93.4633%</u>	<u>1,047,554</u>
Total	<u>1,744</u>	<u>100.0000%</u>	<u>1,120,819</u>

TEXARKANA WATER UTILITIES

WRIGHT PATMAN WATER TREATMENT PLANT- 410

**FY 23 to
FY 24
Change**

	<i>Actual 21-22</i>	<i>Budget 22-23</i>	<i>Revised 22-23</i>	<i>Budget 23-24</i>	
<u>EXPENDITURES</u>					
Personal Services	1,379,905	1,572,929	1,513,007	1,734,160	
Supplies	1,180,090	1,867,700	1,817,102	1,923,850	
Repairs & Maintenance	253,455	304,725	256,170	285,250	
Contractual Services	719,773	812,288	831,052	838,339	
TOTAL	3,533,223	4,557,642	4,417,331	4,781,599	+ 4.91%

PERSONAL SERVICES

511100	Supervision	145,302	171,750	165,326	166,674	
511111	Management-Regular	24,828	25,065	25,065	27,979	
511113	Management-Incentive	1,838	1,838	1,838	1,838	
511211	Supervision-Reg Pay	102,951	139,847	118,540	131,857	
511212	Supervision-Overtime	15,685	5,000	19,845	5,000	
511411	Maintenance & Oper	653,755	802,578	709,811	926,205	
511412	Overtime	90,050	43,000	91,188	43,000	
511415	Shift Differential	7,702	7,500	7,628	7,500	
511611	Temporary Labor	7,388	5,000	5,000	5,000	
512111	Longevity	7,005	7,386	7,305	7,485	
512112	Group Insurance	154,719	194,818	187,045	211,114	
512114	Retirement	152,479	175,958	169,262	194,525	
512115	Social Security	70,741	81,420	76,207	88,041	
512116	Workmen's Comp	26,177	19,920	29,788	28,616	
512118	Employee Screening	448	400	156	400	
512121	Certification/License Pay	45,765	32,100	43,366	0	
512100	Education & Training	18,374	31,100	20,925	55,600	+ 78.78%
512122	Training-Seminars & Other	500	5,000	1,000	500	
512123	Training-Licenses & Certifica	7,115	12,000	8,800	30,000	
512124	Travel	9,190	10,000	9,425	20,000	
512125	Books & Subscriptions	15	100	25	100	
512126	Dues	1,089	2,000	1,200	3,000	
512127	Licenses	465	2,000	475	2,000	
519999	Salary & Ben Transfer	0	0	0	0	
TOTAL		1,379,905	1,572,929	1,513,007	1,734,160	+ 10.25%

SUPPLIES

521100	Office Supplies	2,975	2,600	1,782	2,650	
521111	Paper	384	500	350	500	
521112	Writing Instruments	93	100	92	150	
521113	Computer Supplies	190	1,000	340	1,000	
521114	Other Off Sup & Exp	2,307	1,000	1,000	1,000	
521200	Operating Supplies	9,818	10,000	10,134	10,000	
521211	Consumable Items	2,420	3,000	2,375	3,000	
521212	Non Consumable Items	7,398	7,000	7,759	7,000	
521400	Safety	19,914	25,100	20,975	25,500	
521411	Personal Protect Equip	924	3,000	700	3,000	

TEXARKANA WATER UTILITIES
WRIGHT PATMAN WATER TREATMENT PLANT- 410
**FY 23 to
FY 24
Change**

		<i>Actual</i> 21-22	<i>Budget</i> 22-23	<i>Revised</i> 22-23	<i>Budget</i> 23-24	
521413	Emergency Response Eq	209	500	100	1,500	
521415	Facilities Maintenance	18,684	20,000	20,000	20,000	
521417	Laboratory & Environ	0	500	0	1,000	
521418	Storage & Handling	0	100	0	0	
521419	Grounds Maintenance	97	1,000	175	0	
521700	Minor Tools	4,216	6,000	4,595	5,000	
521711	Electronic Tools	421	1,000	500	0	
521712	Hand Tools	2,902	3,000	3,000	3,000	
521713	Power Tools	893	2,000	1,095	2,000	
521900	Wearing Apparel	411	7,000	4,980	6,200	
521911	Uniform Cost	411	6,000	4,905	5,700	
521913	All Weather Gear	0	500	50	500	
521919	Other Wearing Apparel	0	500	25	0	
522300	Laundry & Janitorial	4,215	3,500	3,454	3,500	
522312	Janitorial Service	2,668	2,000	2,194	2,000	
522313	Laundry & Jan Supplies	1,548	1,500	1,260	1,500	
522500	Lab & Photo Supplies	47,642	42,000	42,928	41,000	
522511	Lab Supplies	20,355	10,000	10,628	10,000	
522512	Lab Chemicals	27,184	30,000	32,000	31,000	
522513	Lab Equipment Repairs	104	2,000	300	0	
522700	Printing	1,215	1,500	1,245	1,000	
522713	Other Forms	1,053	1,000	1,000	1,000	
522719	Other	162	500	245	0	
522800	Chemicals - Plant	1,089,685	1,762,000	1,719,009	1,821,000	+ 3.35%
522811	Activated Carbon	0	0	0	0	
522812	Anhydrous Ammonia	30,752	50,000	42,703	50,000	
522813	Calcium Hypochlorinate	0	0	0	0	
522815	Caustic Soda	381,718	850,000	722,890	750,000	- 11.76%
522816	Chlorine	134,016	200,000	224,033	250,000	+ 25.00%
522817	Copper Sulphate	0	0	0	0	
522819	Hydrated Lime	0	0	0	0	
522821	Liquid Alum	452,267	550,000	642,680	670,000	+ 21.82%
522822	Polymer	4,692	7,000	3,383	6,000	
522823	Potassium Permanganate	0	0	0	0	
522824	Sodium Chlorite	60,630	60,000	45,000	50,000	- 16.67%
522826	Zinc Ortho Phosphate	25,611	45,000	38,320	45,000	
522827	Sodium Hydroxide	0	0	0	0	
522839	Other	0	0	0	0	
522900	Chemicals - Lake	0	8,000	8,000	8,000	
522914	Carbon	0	7,500	7,500	7,500	
522917	Copper Sulphate	0	500	500	500	
522939	Other	0	0	0	0	
TOTAL		1,180,090	1,867,700	1,817,102	1,923,850	+ 3.01%

REPAIRS & MAINTENANCE

531200	Motor Vehicles	28,067	35,450	24,681	29,400
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TEXARKANA WATER UTILITIES
WRIGHT PATMAN WATER TREATMENT PLANT- 410

FY 23 to FY 24 Change

		<i>Actual 21-22</i>	<i>Budget 22-23</i>	<i>Revised 22-23</i>	<i>Budget 23-24</i>	
531211	Antifreeze	60	100	75	100	
531212	Batteries	133	400	200	0	
531213	Filters	170	300	150	300	
531214	Fuel	24,372	30,000	21,031	25,000	
531215	Lubricates	447	500	425	500	
531216	Parts	917	1,000	600	1,500	
531217	Tires	1,632	2,000	1,600	2,000	
531218	Labor	0	0	0	0	
531219	Subcontracts	336	1,000	600	0	
531239	Repairs Other	0	150	0	0	
531700	Machinery & Equip	3,090	10,500	2,285	8,800	
531711	Antifreeze	0	100	10	100	
531712	Batteries	124	200	125	500	
531713	Filters	0	200	0	200	
531714	Fuel	1,376	2,000	1,050	2,000	
531715	Lubricates	30	4,000	100	2,000	
531716	Parts	1,307	1,500	325	1,500	
531717	Tires	253	500	175	500	
531718	Labor	0	2,000	500	2,000	
531719	Subcontracts	0	0	0	0	
531739	Repairs Other	0	0	0	0	
531800	Signal Equipment	2,060	10,250	5,000	9,000	
531811	Radios	0	250	0	0	
531812	Telemetry	2,060	10,000	5,000	9,000	
532100	Building	5,197	13,500	7,500	13,500	
532111	Heating & Cooling	0	4,500	1,500	4,500	
532112	Other Building	247	2,000	500	2,000	
532113	Grounds & Parking Lots	4,950	7,000	5,500	7,000	
533100	Water Treatment Equip	98,220	130,000	135,774	125,000	
533111	Intake	15,999	30,000	65,000	30,000	
533112	Plant	76,827	80,000	62,774	80,000	
533113	Booster Stations	5,394	20,000	8,000	15,000	
533200	Water Transmission Mains	110,420	66,000	61,025	68,000	
533211	Raw Water Mains	245	3,000	525	5,000	
533212	Treated Water Mains	2,719	3,000	500	3,000	
533213	Member Cities Mains	107,456	60,000	60,000	60,000	
533600	Tanks & Reservoirs	11,878	44,000	25,357	37,000	
533611	MC Tanks & Reservoirs	7,248	29,000	17,000	25,000	
533612	Other Tanks & Reserv	4,630	15,000	8,357	12,000	
534100	Sewer Equipment R & M	0	500	0	0	
534121	Sewer Instrument R&M	0	500	0	0	
539999	Equipment Apportionment	(5,475)	(5,475)	(5,451)	(5,450)	
TOTAL		253,455	304,725	256,170	285,250	- 6.39%

CONTRACTUAL SERVICES

541111	Accounting & Audit	8,242	5,800	8,090	6,000
541311	Communications	11,814	9,000	11,868	11,000

TEXARKANA WATER UTILITIES

WRIGHT PATMAN WATER TREATMENT PLANT- 410

**FY 23 to
FY 24
Change**

		<i>Actual</i> 21-22	<i>Budget</i> 22-23	<i>Revised</i> 22-23	<i>Budget</i> 23-24	
541700	Rentals	1,499	5,000	3,000	5,000	
541711	Equipment Rental	1,499	5,000	3,000	5,000	
541900	Fees and Permits	51,737	52,000	51,737	51,800	
541911	Water System Serv Fee	51,737	52,000	51,737	51,800	
543111	Garbage Hauling	3,238	3,000	2,700	3,000	
543400	Insurance	45,396	46,000	51,372	52,400	
543411	Property Insurance	38,635	38,600	44,323	45,000	
543412	Liability Insurance	3,607	4,000	3,821	4,000	
543413	Automotive Insurance	3,154	3,400	3,228	3,400	
543600	Laboratory Services	7,721	14,250	6,425	12,000	
543611	State Lab Fees	4,377	750	3,225	2,000	
543612	Commercial Lab Fees	3,259	13,000	3,200	10,000	
543613	Comm Lab Fees-Other	86	500	0	0	
544100	Maintenance Contracts	3,198	12,500	5,200	8,500	
544112	Software	973	7,500	4,500	7,500	
544113	Internet Service	1,520	2,000	0	0	
544119	Other Maint Contract	705	3,000	700	1,000	
544900	Postage	550	1,625	525	1,125	
544911	Postage	6	125	25	125	
544912	Special Delivery	544	1,500	500	1,000	
545200	Power Purchases	325,377	361,000	351,197	360,500	
545211	Electrical	319,095	351,000	340,000	350,000	
545212	Gas	6,282	10,000	11,197	10,500	
545511	Power Purchases - Lake	260,196	300,000	338,000	325,000	+ 8.33%
545700	Special Services	193	1,500	325	1,500	
545712	Pest Control	0	500	150	600	
545719	Other Special Services	193	1,000	175	800	
546311	Water Rights	613	613	613	614	
TOTAL		719,773	812,288	831,052	838,339	+ 3.21%

TOTAL BUDGET	3,533,223	4,557,642	4,417,331	4,781,599	+ 4.91%
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100% Texas

4,781,599

TEXARKANA WATER UTILITIES

WRIGHT PATMAN WATER TREATMENT PLANT- 410

FY 23 to
FY 24
Change

	<i>Actual</i> 21-22	<i>Budget</i> 22-23	<i>Revised</i> 22-23	<i>Budget</i> 23-24
21-22 Actual Exp not included on budget sheet above:				
Pay Out - Annual Leave		2,484		
Pay Out - Comp Time		241		
Pay Out - Post Ret Ins		3,699		
Accrued Payroll		4,948		
Accrued Vacation and Sick		11,259		
		68,856		
Reconciliation:				
Total Actual Exp Above for 21-22		3,533,223		
Additional Expenses for 21-22		68,856		
		3,602,080		
Balance on 2022 True Up Detail (pg 27)		3,602,080		
Difference (Rounding)		(1)		

TEXARKANA WATER UTILITIES

MILLWOOD WATER TREATMENT PLANT- 420

	<i>Actual</i> 21-22	<i>Budget</i> 22-23	<i>Revised</i> 22-23	<i>Budget</i> 23-24	
					FY 23 to FY 24 Change
EXPENDITURES					
Personal Services	371,961	377,623	377,495	350,220	
Supplies	280,044	667,375	592,985	622,575	
Repairs & Maintenance	91,669	79,325	103,418	92,925	
Contractual Services	791,715	740,783	830,521	843,644	
TOTAL	1,535,389	1,865,106	1,904,420	1,909,364	+ 2.37%

PERSONAL SERVICES

511200	Supervision	26,260	48,233	27,552	30,317	
511111	Management-Regular	24,333	25,065	25,064	27,979	
511113	Management-Incentive	1,838	1,838	1,838	1,838	
511211	Supervision-Regular	0	20,831	400	0	
511212	Supervision-Overtime	89	500	250	500	
511411	Maintenance & Oper	181,014	195,371	199,221	207,614	
511412	Overtime	21,433	5,000	19,721	5,000	
511415	Shift Differential	590	500	30	500	
511611	Temporary Labor	6,556	4,000	4,000	5,000	
512111	Longevity	5,325	2,040	2,565	2,280	
512112	Group Insurance	36,263	30,325	34,904	29,690	
512114	Retirement	42,050	44,603	44,330	41,620	
512115	Social Security	21,207	20,639	20,356	18,837	
512116	Workmen's Comp	2,548	2,763	2,896	2,463	
512118	Employee Screening	51	150	0	0	
512121	Certification/License Pay	27,281	16,000	18,100	0	
512100	Education & Training	1,383	8,000	3,821	6,900	
512123	Training-Licenses & Certific	0	3,500	1,500	3,000	
512124	Travel	992	3,000	2,000	3,000	
512126	Dues	280	1,000	210	500	
512127	Licenses	111	500	111	400	
519999	Salary & Benefit Transfer	0	0	0	0	
TOTAL		371,961	377,623	377,495	350,220	- 7.26%

SUPPLIES

521100	Office Supplies	151	475	300	475	
521111	Paper	0	50	25	50	
521112	Writing Instruments	11	25	25	25	
521113	Computer Supplies	0	200	100	200	
521114	Other	140	200	150	200	
521200	Operating Supplies	4,654	5,500	4,000	5,500	
521211	Consumable Items	2,460	3,000	2,000	3,000	
521212	Non Consumable Items	2,194	2,500	2,000	2,500	
521311	Botanical Supplies	0	0	0	0	
521400	Safety	23,989	22,000	33,550	22,300	
521411	Personal Protect Equip	708	1,000	13,000	1,500	
521413	Emergency Response Eq	0	500	300	400	
521415	Facilities Maintenance	23,281	20,000	20,000	20,000	
521419	Grounds Maintenance	0	500	250	400	
521700	Minor Tools	1,349	2,000	1,625	2,000	
521712	Hand Tools	626	1,000	850	1,000	

TEXARKANA WATER UTILITIES
MILLWOOD WATER TREATMENT PLANT- 420

		<i>Actual</i> 21-22	<i>Budget</i> 22-23	<i>Revised</i> 22-23	<i>Budget</i> 23-24	FY 23 to FY 24 Change
521713	Power Tools	724	1,000	775	1,000	
521900	Wearing Apparel	193	1,700	1,100	1,700	
521911	Uniform Cost	193	1,500	1,000	1,500	
521913	All Weather Gear	0	200	100	200	
522300	Laundry & Janitorial	2,093	1,900	1,900	1,900	
522312	Janitorial Service	1,747	1,500	1,500	1,500	
522313	Laundry & Jan Supplies	347	400	400	400	
522500	Lab & Photo Supplies	974	5,000	3,829	4,000	
522511	Lab Supplies	256	2,000	1,866	2,000	
522512	Lab Chemicals	718	2,000	1,963	2,000	
522513	Lab Equipment Repairs	0	1,000	0	0	
522700	Printing	530	800	500	700	
522719	Other	530	800	500	700	
522800	Chemicals - Plant	246,110	628,000	546,180	584,000	- 7.01%
522811	Activated Carbon	0	0	0	0	
522812	Anhydrous Ammonia	6,913	18,000	15,000	18,000	
522813	Calcium Hypochlorinate	0	0	0	0	
522815	Caustic Soda	98,789	290,000	275,000	255,000	- 12.07%
522816	Chlorine	30,363	100,000	85,000	105,000	+ 5.00%
522817	Copper Sulphate	0	0	0	0	
522819	Hydrated Lime	0	0	0	0	
522821	Liquid Alum	98,365	190,000	150,000	180,000	- 5.26%
522822	Polymer	2,613	10,000	7,000	10,000	
522823	Potassium Permanganate	0	0	0	0	
522824	Sodium Chlorite	0	0	0	0	
522826	Zinc Ortho Phosphate	9,068	15,000	14,180	16,000	
522839	Other Chemicals	0	5,000	0	0	
522914	Chemicals-Carbon	0	0	0	0	
TOTAL		280,044	667,375	592,985	622,575	- 6.71%

REPAIRS & MAINTENANCE

531111	Office Machines & Eq				
531200	Motor Vehicles	3,901	5,200	4,908	5,200
531211	Antifreeze	5	50	10	50
531212	Batteries	93	100	100	100
531213	Filters	5	50	10	50
531214	Fuel	3,714	4,000	3,863	4,000
531215	Lubricates	20	100	25	100
531216	Parts	64	100	100	100
531217	Tires	0	800	800	800
531218	Labor	0	0	0	0
531700	Machinery & Equip	17,194	19,975	19,211	20,575
531711	Antifreeze		50	25	50
531712	Batteries		400	0	0
531713	Filters		25	25	25
531714	Fuel	5,806	6,000	8,411	7,000
531715	Lubricates	7,091	7,500	7,000	7,500
531716	Parts	1,414	3,000	1,000	3,000
531717	Tires		500	250	500
531718	Labor	2,882	2,500	2,500	2,500
531800	Signal Equipment	2,037	2,000	1,000	1,000

TEXARKANA WATER UTILITIES
MILLWOOD WATER TREATMENT PLANT- 420

		<i>Actual</i> 21-22	<i>Budget</i> 22-23	<i>Revised</i> 22-23	<i>Budget</i> 23-24	FY 23 to FY 24 Change
531812	Telemetry	2,037	2,000	1,000	1,000	
532100	Building	1,596	4,000	3,200	4,000	
532111	Heating & Cooling	0	1,500	1,500	1,500	
532112	Other Building	1,596	2,500	1,700	2,500	
532113	Grounds & Parking Lots	0				
533100	Water Treatment Equip	66,697	43,000	74,000	59,000	+ 37.21%
533111	Intake	296	7,000	7,000	7,000	
533112	Plant	66,246	30,000	65,000	50,000	
533113	Booster Station	155	6,000	2,000	2,000	
533200	Water Transmission Mains	245	3,650	600	2,150	
533211	Raw Water Mains	122	150	300	150	
533212	Treated Water Mains	122	3,500	300	2,000	
533600	Tanks & Reservoirs	0	1,500	500	1,000	
533612	Other Tanks & Reserv	0	1,500	500	1,000	
539998	Equipment Utilization	0	0	0	0	
TOTAL		91,669	79,325	103,418	92,925	+ 17.14%

CONTRACTUAL SERVICES

541111	Accounting & Audit	3,804	2,000	4,356	4,000	
541311	Communications	14,365	13,000	12,000	13,000	
541700	Rentals	4,278	2,000	6,000	5,000	
541711	Equipment Rental	4,278	2,000	6,000	5,000	
541900	Fees and Permits	57,248	59,588	59,005	59,050	
541911	Water System Serv Fee	57,238	58,188	58,955	59,000	
541912	Water System Permits	0	400	0	0	
541919	Other Fees & Permits	10	1,000	50	50	
543400	Insurance	17,355	17,295	19,736	19,744	+ 14.16%
543411	Property Insurance	16,092	16,000	18,454	18,462	
543412	Liability Insurance	905	920	917	917	
543413	Automotive Insurance	358	375	365	365	
543600	Laboratory Services	142	500	200	400	
543612	Comm Lab Fees-POTW	142	500	200	400	
544100	Maintenance Contracts	8,958	10,500	9,000	10,000	
544112	Software	8,958	10,000	9,000	10,000	
544113	Internet Service	0	500	0	0	
544912	Special Delivery Service	0	0	0	0	
545200	Power Purchases	214,692	195,000	240,000	250,000	+ 28.21%
545211	Electrical	214,692	195,000	240,000	250,000	
545700	Special Services	8	900	200	450	
545712	Pest Control		500	150	400	
545719	Other Special Services	8	400	50	50	
546311	Water Rights	163,594	165,000	166,374	167,000	
546312	Water Rights-10MG	307,273	275,000	313,650	315,000	100% AR
TOTAL		791,715	740,783	830,521	843,644	+ 13.89%
	Less: Water Rights - 10MG (100% Arkansas)	(307,273)	(275,000)	(313,650)	(315,000)	
		484,442	465,783	516,871	528,644	+ 13.50%

TOTAL BUDGET	1,228,116	1,590,106	1,590,770	1,594,364	+ 0.27%
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TEXARKANA WATER UTILITIES

MILLWOOD WATER TREATMENT PLANT- 420

	<i>Actual</i>	<i>Budget</i>	<i>Revised</i>	<i>Budget</i>
	<i>21-22</i>	<i>22-23</i>	<i>22-23</i>	<i>23-24</i>

FY 23 to FY 24 Change

100% Arkansas

1,594,364

21-22 Actual Exp not included on budget sheet above:

Pay Out - Annual Leave	4,659
Pay Out - Sick Leave	15,662
Pay Out - Post Retirement Insurance	10,657
Accrued Payroll	1,040
Accrued Vacation and Sick	(22,022)
Accrued Lab & Photo Supplies	610
Accrued Accounting & Audit	1,440
Accrued Chemicals	2,730
Accrued Power Purchases	1,074
	<u>15,851</u>

Reconciliation:

Total Actual Exp Above for 21-22	1,228,116
Additional Expenses for 21-22	15,851
	<u>1,243,966</u>
Balance on 2022 True Up Detail (pg 27)	<u>1,243,967</u>
Difference (Rounding)	(1)

TEXARKANA WATER UTILITIES
MEMBER CITIES BILLING
WRIGHT PATMAN SLUDGE PROCESSING COST
FY 2024 ESTIMATED

Composting Costs:

Compost Division Budget Expenses (580):

Personal Services	237,571
Supplies	11,450
Repairs & Maintenance	133,840
Contractual Services	18,265
Total Division Expenses	401,126

Other Labor & Benefits (530):

Operator II (1300 Bldg)	50,822
Plant Mechanic I (1/2)	19,384
Total Other Labor	70,206

Benefit Percentage	X	52.38%
Total Benefit Cost		36,771

Total Other Labor & Benefits	106,977
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Total Composting & Other Labor Costs	508,103
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Amount Attributable to Water Treatment

Plant Sludge (TSS):

Wright Patman Solids (Metric Tons)	1,160.580
South Regional Influent Solids (Metric Tons)	3,076.680
Water Treatment TSS Ratio	37.72183%

Total Applicable Compost Costs	191,666
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Sludge Chemical Costs:

Total Cost of Polymer	160,000
Water Treatment TSS Ratio	37.72183%

Total Sludge Chemical Costs	60,355
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Transportation Costs:

200 Site Pumping Costs (Electrical)	81,302
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Amount Attributable to Water Treatment Plant Waste:

Wright Patman Gallons Wasted (Mil Gallons)	241.745
South Regional Influent Flows (Mil Gallons)	3,552.800
Water Treatment Plant Volume Ratio	6.80435%

Total Transportation Costs	5,532
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Total Estimated Sludge Processing Costs Applicable to Water Plant	257,553
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Less Compost Sales:

Total Compost Sales (Estimated)	117,800
Water Treatment TSS Ratio	37.72183%
Sales Applicable to Water Treatment Plant Sludge	(44,436)

Net Sludge Processing Costs Applicable to Water Plant	213,117
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TEXARKANA WATER UTILITIES
LTWSC Capital Improvement Fund

		Actual FY 2022	Proposed FY 2023	Revised FY 2023	Proposed FY 2024
BEGINNING BALANCE		650,787	770,995	783,954	148,243
REVENUE					
Member Cities		60,801	55,274	55,274	71,856
Transfers from Arkansas		189,419	166,506	166,506	235,131
Transfers from Texas		299,781	278,220	278,220	343,013
Interest Income		9,004	5,414	31,350	31,350
Miscellaneous		0	850	600	500
TOTAL REVENUE		559,005	506,264	531,950	681,850
TOTAL FUNDS AVAILABLE		1,209,793	1,277,259	1,315,904	830,093
EXPENDITURES					
MCC Control Panel Replacement (incl engineering)	L122102	181,745	0	0	0
SCADA Upgrade-Patman	L122103	22,240	0	0	0
Influent Valve & Actuator	L122104	114,731	0	0	0
#4 Low Svc. Pump/Motor	L122105	8,918	0	0	0
Repl. 1/2T Pickup	L122107	350	0	0	0
Fiber Storage Shed	L122109	3,000	0	30	0
WP WTP Parking Lot/Rd Repair	L122201	0	80,000	80,000	0
Install Vents-3.0 MG Clearwells	L122203	22,200	0	0	0
Repair outside of GST's-NB, Hooks, Dekalb	L122204	0	50,000	50,000	0
Chlorine CL17 Analyzer/Controllers	L122205	8,280	0	0	0
2 Gate Controllers	L122206	9,100	0	0	0
Roof Repair Chemical Building	L122207	10,410	0	0	0
Replace Chemical Building Windows	L122208	7,720	0	0	0
EIM Electric Motor Operator	L122209	13,945	0	0	0
EIM Actuators-Annona & Avery	L122210	22,475	0	4,658	0
2 PLC's for Member Cities	L122211	0	0	33,405	0
#2 Low Service Valve/Actuator	L122212	0	0	24,268	0
PC Replacements	L122213	725	0	0	0
Enclose MCC Room/AC	L122214	0	0	20,932	0
Upgrade #4 High Service Pump	L122301	0	170,000	0	0
Replace #1 Low Service Pump & Motor	L122302	0	190,000	190,000	0
SCADA Central Bowie WSC	L122303	0	75,000	0	0
TxDot Hwy 82 Widening from US 259 to IH 30	L122304				
Relocate 10" Water Line		0	275,000	275,000	0
Basin Wiring	L122305	0	15,000	0	15,000
4mA to 20mA Control Wiring Upgrade	L122306	0	10,000	0	10,000
Fire Resistant Uniforms	L122307	0	4,000	4,000	0
Electrical Tools	L122308	0	15,000	6,097	0
Clearwell Circulation	L122309	0	12,000	0	12,000
Allen Bradley Licensing	L122310	0	9,000	9,000	0
3rd Floor Office Repairs	L122311	0	13,000	0	0
Electrical Work-TX Tanks	L122312	0	20,000	20,000	0
Trash Pump for Avery	L122313	0	4,000	4,000	0
Ventrac Mower	L122314	0	35,000	35,000	0
#3 High Service Motor	L122315	0	50,000	42,937	0
(3) West Side Flocculators	L122316	0	20,000	0	20,000
Member City PLC Upgrade	L122317	0	28,000	28,000	0
Caustic Injection Mixer	L122318	0	20,000	0	0
#3 Low Service Pump/Motor Rebuild	L122319	0	75,000	0	0
(3) Air Valves for Raw Line	L122320	0	45,000	45,000	0
Filter Plant Building Repairs	L122321	0	25,000	25,000	0

TEXARKANA WATER UTILITIES

LTWSC Capital Improvement Fund

		<i>Actual FY 2022</i>	<i>Proposed FY 2023</i>	<i>Revised FY 2023</i>	<i>Proposed FY 2024</i>
Admin Air Conditioning	L122322	0	10,000	10,800	0
#4 Low Service VFD Replacement	L122323	0	0	165,280	0
30" Intake Repair	L122324	0	0	26,561	0
Enclosed Trailer for Electrical Supplies	L122325	0	0	8,314	0
New Boston Pump Station Upgrade		0	0	59,378	225,000
Replace Windows in Filter Building		0	0	0	40,000
Construct Shop Building (Electrical/Storage)		0	0	0	50,000
Construct Low Service MCC VFD Building		0	0	0	45,000
Low Service Pump & Motor Rebuild		0	0	0	125,000
High Service Pump & Motor Rebuild		0	0	0	125,000
Incubator for Lab		0	0	0	10,000
Replace (1) 4WD Crew Truck		0	0	0	55,000
Replace (1) 1/2T Truck		0	0	0	40,000
Back Door Awning for Admin Building		0	0	0	10,000
TOTAL EXPENDITURES		425,838	1,250,000	1,167,661	782,000
ENDING BALANCE		783,954	27,259	148,243	48,093

TREATED WATER BY PLANT (000's)
FYE 9/30/23

	<u>Wright Patman</u>	<u>Millwood</u>	<u>Total</u>	
JUL 2022	471,968	188,490	660,458	
AUG 2022	422,630	132,657	555,287	
SEP 2022	409,082	102,706	511,788	
OCT 2022	413,456	81,505	494,961	
NOV 2022	388,038	9,006	397,044	
DEC 2022	409,843	21,988	431,831	
JAN 2023	335,882	40,540	376,422	
FEB 2023	331,393	18,178	349,571	
MAR 2023	271,511	107,506	379,017	
APR 2023	247,019	144,270	391,289	
MAY 2023	-	476,401	476,401	
JUN 2023	348,064	218,782	566,846	
	<hr/>	<hr/>	<hr/>	
Total Gallons-Prior 12 Mos.	<u>4,048,886</u>	<u>1,542,029</u>	<u>5,590,915</u>	<u>MW %</u> <u>27.58%</u>
Projected FY23 Ending Plant Usage	3,902,236	1,688,679 *	5,590,915	30.20%

**Used 4 Year Average of MW Usage Instead of Projected FY22 Actual %*

Millwood Plant Usage:

Revised Estimated FY23 (4yr Avg)	30.20%
Estimated FY23	28.13%
FY22 Actual	23.79%
FY21 Actual	21.95%
FY20 Actual	47.92%
FY19 Actual	27.15%

FY24 Estimated Consumption (1000 Gallons)
Oct 2022- Jun 2023 (with Jul- Sept 2022 Estimated)

	OCT/ APR	NOV/ MAY	DEC/ JUN	Estimated based on July- Sept 2022			YTD	% OF TOTAL
				JAN/ JUL	FEB/ AUG	MAR/ SEP		
Oak Grove, TX	2145.810 1234.510	1643.760 1841.150	1809.900 1924.330	1624.560 3155.470	1210.740 2404.900	1471.610 1834.130	22300.870	0.3989%
Redwater, TX	10466.800 6724.450	7767.450 10608.750	9217.450 10341.350	9058.350 15955.250	6795.300 12693.550	8893.900 9792.250	118314.850	2.1162%
Central Bowie County	21635.378 13157.599	18634.157 21799.925	17601.436 19217.702	15649.757 30484.229	16495.513 23251.850	17406.369 22609.876	237943.791	4.2559%
Nash, TX	9202.000 6352.000	7695.000 9157.000	8620.000 7237.000	8778.000 9569.000	8128.000 9468.000	8626.000 8832.000	101664.000	1.8184%
Macedonia Eylau	20136.023 16662.077	19375.389 20369.356	21797.793 19210.131	20229.356 22586.412	15580.477 20031.820	20076.335 17700.136	233755.305	4.1810%
Red River County	0.000 80.020	23.290 237.110	567.660 96.770	406.870 2164.530	64.690 1096.260	161.800 0.010	4899.010	0.0876%
Day & Zimmerman	200.000 1150.000	630.000 510.000	790.000 1160.000	810.000 240.000	2160.000 800.000	1540.000 2200.000	12190.000	0.2180%
Leary, TX	2036.140 1189.220	1810.560 2005.700	2274.720 1768.440	3814.630 2472.470	1214.940 2012.440	1634.610 2250.730	24484.600	0.4379%
Mandeville, AR	2418.982 2015.292	1856.228 2521.713	2283.632 2987.615	3755.458 3313.746	769.259 2482.926	1620.646 2978.975	29004.472	0.5188%
Union Water	8440.340 7856.129	6632.207 9300.298	8281.511 11827.879	12906.144 12472.285	3640.839 7949.370	6396.307 8277.389	103980.698	1.8598%
MCPWA	7930.000 5465.000	4620.000 8650.000	4065.000 7645.000	2820.000 9530.000	6610.000 10410.000	6780.000 8250.000	82775.000	1.4805%
RWRD-TAC East	1660.000 1679.000	1739.000 1729.000	1961.000 1660.000	2196.000 1576.000	1811.000 1869.000	1739.000 1467.000	21086.000	0.3771%
Total Wholesale	86271.473 63565.297	72427.041 88730.002	78970.102 85076.217	82049.125 113519.392	64480.758 94470.116	76346.577 86192.496	992098.596	
New Boston, TX	29993.580 19880.000	26255.000 26328.000	23655.000 28238.000	26180.000 31282.060	20485.000 27923.500	22353.000 27798.660	310371.800	5.5514%
Hooks, TX	15383.000 9242.000	13910.000 13710.000	16518.000 17636.000	13428.000 17796.000	10134.000 15181.000	12471.000 14089.000	169498.000	3.0317%
DeKalb, TX	6530.000 4259.210	5207.000 6073.400	6276.000 6176.000	5884.000 7452.000	4791.000 6978.300	5958.390 6050.700	71636.000	1.2813%
Wake Village, TX	13308.000 9210.000	11107.000 13788.000	11555.000 12695.000	11959.000 19306.000	9811.000 14405.000	12038.000 12374.000	151556.000	2.7108%
Maud, TX	3718.000 2256.000	3349.000 3867.000	3631.000 4630.000	3432.000 5585.000	2811.000 4053.000	3088.000 4295.000	44715.000	0.7998%
Avery, TX	1772.100 1077.700	1543.600 1459.400	1482.000 1320.800	1416.000 1911.500	1133.500 1666.800	1383.100 1370.900	17537.400	0.3137%

FY24 Estimated Consumption (1000 Gallons)
Oct 2022- Jun 2023 (with Jul- Sept 2022 Estimated)

	OCT/ APR	NOV/ MAY	DEC/ JUN	Estimated based on July- Sept 2022			YTD	% OF TOTAL
				JAN/ JUL	FEB/ AUG	MAR/ SEP		
Annona, TX	858.049 1493.698	993.377 2256.930	1176.031 1146.852	1351.933 1179.061	996.912 1236.306	974.801 759.292	14423.242	0.2580%
RWRD- (RRAD)	17614.286 13844.170	14532.174 16124.870	17516.016 20190.890	16690.118 24213.116	12819.006 22001.476	16690.754 18737.256	210974.132	3.7735%
Total Member Cities & RWRD	89177.015 61262.778	76897.151 83607.600	81809.047 92033.542	80341.051 108724.737	62981.418 93445.382	74957.045 85474.808	990711.574	
Total Wholesale, Member Cities & RWRD	175448.488 124828.075	149324.192 172337.602	160779.149 177109.759	162390.176 222244.129	127462.176 187915.498	151303.622 171667.304	1982810.170	
Texarkana, AR	120079.590 101164.995	93210.609 116368.078	110328.808 152038.633	106438.025 174478.064	63733.137 207907.319	89424.537 141695.259	1476867.054	26.4155%
Texarkana, TX	199432.922 165295.930	154509.199 187695.320	160723.043 237697.608	107593.799 263735.807	158375.687 159464.183	138288.841 198425.437	2131237.776	38.1197%
Total Texarkana	319512.512 266460.925	247719.808 304063.398	271051.851 389736.241	214031.824 438213.871	222108.824 367371.502	227713.378 340120.696	3608104.830	
Total All	494961.000 391289.000	397044.000 476401.000	431831.000 566846.000	376422.000 660458.000	349571.000 555287.000	379017.000 511788.000	5590915.000	100.0055%

City of Texarkana, Texas
Proposed Water Production Rate By Plant

9/30/2024

	<u>Division 410</u>	<u>Sludge & Chlorine Conversion- WP</u>	<u>Total LWP</u>	<u>Division 420</u>	<u>Sludge-MW</u>	<u>Total MW</u>	<u>Total Blended</u>
<u>EXPENDITURES</u>							
Personnel Services	1,734,160		1,734,160	350,220		350,220	2,084,380
Supplies	1,923,850		1,923,850	622,575		622,575	2,546,425
Repairs & Maintenance	285,250		285,250	92,925		92,925	378,175
Contractual Services	838,339		838,339	528,644		528,644	1,366,983
Subtotal	4,781,599	-	4,781,599	1,594,364	-	1,594,364	6,375,963
Sludge Costs	-	191,666	191,666		-	-	191,666
Chlorine Conversion-TX	-	15,000	15,000		-	-	15,000
Sludge Chemical/Transp Cost		65,887	65,887		-	-	65,887
Composting Revenue	-	(44,436)	(44,436)	-	-	-	(44,436)
Subtotal	-	228,117	228,117	-	-	-	228,117
Administration Costs 6.72%	321,323	15,329	336,653	107,141	-	107,141	443,794
Total Water Production Cost	5,102,922	243,446	5,346,369	1,701,506	-	1,701,506	7,047,874
Estimated Gallons By Plant			3,902,236			1,688,679	5,590,915
Estimated Cost Per 1,000 Gal			1.3701			1.0076	1.2606
			LWP			MW	Total
			Prior Year	1.3300		1.0144	1.2341

City of Texarkana, Texas
Proposed Water Production Rate
9/30/2024

Water Production <u>(both lakes)</u>	Amount As Budgeted <u>2024</u>	
Total Gallons	5,590,915	(in thousands)
* Total Cost	7,047,874	
Water Rate	1.2606	(per thousand) 2.15% Increase
<i>Prior Year Water Rate</i>	1.2341	

* The total costs include the following four components of the Texarkana Water Department:

- 1) Wright Patman (410)
- 2) Millwood (420)
- 3) Sludge Processing - LWP and \$0 for Millwood Sludge Pond Cleaning
- 4) Administrative Overhead - **6.72%** of the sum of 1, 2 and 3 as listed above
- 5) Chlorine Conversion Costs-TX \$15,000 budgeted for FY24

City of Texarkana, Texas
Proposed Water Production Rate By City

9/30/2024

Water Rate Calculation					
ANNUAL			MONTHLY		
<i>(in thousands)</i>			<i>(in thousands)</i>		
2024 Budgeted Gallons as Estimated by the Water Department	Budgeted Cost Total as Estimated by the Water Department	Estimated 2024 Water Rate	Monthly Billing - Water Cost Only	Monthly Gallons	
New Boston	310,372	391,253	1.2606	32,604	25,864
Hooks	169,498	213,668	1.2606	17,806	14,125
Dekalb	71,636	90,304	1.2606	7,525	5,970
Wake Village	151,556	191,051	1.2606	15,921	12,630
Maud	44,715	56,367	1.2606	4,697	3,726
Avery	17,537	22,108	1.2606	1,842	1,461
Annona	14,423	18,182	1.2606	1,515	1,202
Total	779,737	982,932	1.2606	81,911	64,977
Texarkana, AR	1,692,627	2,133,716	1.2606	177,810	141,052
Texarkana, TX	2,907,576	3,665,273	1.2606	305,439	242,298
RWRD	210,974	265,953	1.2606	22,163	17,581
Total	4,811,178	6,064,942	1.2606	505,412	400,931
Total All Cities	5,590,915	7,047,874	1.2606	587,323	465,909

Cost is defined as water production cost of LWP and Millwood lakes.
Gallons above are total gallons from both lakes.

City of Texarkana, Texas
Proposed Infrastructure Rate
9/30/2024

	<u>Original</u> <u>Ownership %</u>	<u>Revised</u> <u>Ownership %</u>	<u>Annual</u>	<u>Monthly</u>
Member Cities				7
New Boston	3.572227%	3.572227%	23,219.48	1,934.96
Hooks	2.275268%	2.275268%	14,789.24	1,232.44
DeKalb	2.143895%	2.143895%	13,935.32	1,161.28
Wake Village	1.632379%	1.632379%	10,610.46	884.21
Maud	1.123658%	1.123658%	7,303.78	608.65
* Avery	0.419275%			
Annona	0.307469%	0.307469%	1,998.55	166.55
Total Member Cities	11.474171%	11.054896%	71,856.83	5,988.09
Texarkana				
** Texarkana, AR	32.792567%	32.792567%	235,130.83	19,594.24
** Texarkana, TX	55.733262%	56.152537%	343,012.34	28,584.36
Total Texarkana	88.525829%	88.945104%	578,143.17	48,178.60
Grand Total	100.000000%	100.000000%	650,000.00	54,166.69

Contribution Required for 2024 projects in the LTWSC Capital Improvement Fund = **\$650,000**

*Texarkana, TX took control of Avery's ownership interest

**Texarkana portion allocated between AR/TX based upon their FY24 Ratio of 40.67/59.33%

City of Texarkana, Texas
Proposed Debt Service Rate
Highway 82 Widening Project
9/30/2024

	<u>Original Ownership %</u>	<u>Revised Ownership %</u>	<u>Allocation of Tex, AR Ownership % to Participating Cities</u>	<u>Annual</u>	<u>Monthly</u>
Member Cities					
New Boston	3.572227%	3.572227%	5.315226%	8,657.51	721.46
Hooks	2.275268%	2.275268%	3.385441%	5,514.25	459.52
DeKalb	2.143895%	2.143895%	3.189967%	5,195.86	432.99
Wake Village	1.632379%	1.632379%	2.428867%	3,956.17	329.68
Maud	1.123658%	1.123658%	1.671925%	2,723.25	226.94
### Avery	0.419275%				
Annona	0.307469%	0.307469%	0.457493%	745.17	62.10
Total Member Cities	11.474171%	11.054896%	16.448919%	26,792.21	2,232.69
Texarkana					
*** Texarkana, AR	32.792567%				
Texarkana, TX	55.733262%	56.152537%	83.551081%	136,089.07	11,340.76
Total Texarkana	88.525829%	56.152537%	83.551081%	136,089.07	11,340.76
Grand Total	100.000000%	67.207433%	100.000000%	162,881.28	13,573.45

Debt Service for 2024 = \$162,881

*** Texarkana, Arkansas has not claimed their ownership interest in the Highway 82 water line

Texarkana, TX took control of Avery's ownership interest

TEXARKANA WATER UTILITIES

WRIGHT PATMAN AND MILLWOOD WATER TREATMENT OPERATING EXPENSES - ACTUAL (Audi

For the Year Ended September 30, 2022

	Wright Patman	Millwood	Total
Personal Services:			
Management	26,665	26,171	52,836
Supervision	102,951	89	103,040
Maintenance & Operations	653,755	181,014	834,770
Overtime	105,735	21,433	127,168
Shift Differential	7,702	590	8,292
Emergency/Disaster Pay	0	0	0
Pay Out-Annual Leave	2,484	4,659	7,143
Pay Out-Sick Leave	0	15,662	15,662
Pay Out-Comp Time	241	0	241
Pay Out -Post Retirement Insurance	3,699	10,657	14,356
Temporary Labor	7,388	6,556	13,944
Accrued Payroll	4,948	1,040	5,988
Longevity	7,005	5,325	12,330
Group Insurance	154,719	36,263	190,982
Accrued Vacation & Sick Leave	11,259	(22,022)	(10,763)
Retirement	152,479	42,050	194,529
Social Security	70,741	21,207	91,948
Workmen's Compensation	26,177	2,548	28,725
Employee Screening	448	51	499
Certification/License Pay	45,765	27,281	73,045
Education & Training	18,374	1,383	19,757
Salary & Benefit Transfers Out	0	0	0
Total Personal Services	1,402,536	381,957	1,784,494
Supplies:			
Office Supplies & Expenses	2,975	151	3,125
Operating Supplies	9,818	4,654	14,472
Botanical Supplies	0	0	0
Safety	19,914	23,989	43,903
Minor Tools	4,216	1,349	5,565
Wearing Apparel	411	193	604
Laundry & Janitorial	4,215	2,093	6,309
Lab & Photo Supplies	47,642	1,584	49,226
Printing	1,215	530	1,745
Chemicals-Plant	1,089,685	248,841	1,338,526
Chemicals-Lake	0	0	0
Total Supplies	1,180,090	283,385	1,463,475
Repairs & Maintenance:			
Office Machines & Equipment	0	0	0
Motor Vehicles	28,067	3,901	31,968
Machinery & Equipment	3,090	17,194	20,284
Signal Equipment	2,060	2,037	4,096
Buildings	5,197	1,596	6,792
Water Treatment Equipment	98,220	66,697	164,917
Water Transmission Mains	110,420	245	110,664
Tanks & Reservoirs	11,878	0	11,878
Sewer Instruments	0	0	0
Sludge Pond Maintenance	0	0	0
Equipment Utilization	0	0	0
Equipment Apportionment	(5,475)	0	(5,475)
Total Repairs & Maintenance	253,455	91,669	345,124
Contractual Services:			
Accounting & Audit	11,362	5,244	16,606
Communications	11,814	14,365	26,178
Rentals	1,499	4,278	5,777
Fees & Permits	51,737	57,248	108,984
Freight Charges	0	0	0
Garbage Hauling	3,238	0	3,238
Insurance	45,396	17,355	62,751
Laboratory Services	7,721	142	7,863
Legal Advertising	0	0	0
Maintenance Contracts	3,198	8,958	12,156
Postage	550	0	550
Power Purchases	334,765	215,765	550,530
Power Purchases-Lake	293,913	0	293,913

TEXARKANA WATER UTILITIES

WRIGHT PATMAN AND MILLWOOD WATER TREATMENT OPERATING EXPENSES - ACTUAL (Audi

For the Year Ended September 30, 2022

	<u>Wright Patman</u>	<u>Millwood</u>	<u>Total</u>
Special Services	193	8	200
Water Rights	613	163,594	164,207
Total Contractual Services	765,999	486,956	1,252,954
Rounding	0	0	
Subtotals	3,602,080	1,243,967	4,846,048
Chlorine Conversion Costs-TX	13,321	0	13,321
Sludge Processing	186,786	0	186,786
Total Operating Expenses	3,802,187	1,243,967	5,046,155
Administrative Overhead	255,507	83,595	339,102
Total Operating Expenses With Overhead	4,057,694	1,327,562	5,385,257
 Total Gallons of Water Sold - All (Consumption Report)	 4,253,699,000	 1,328,101,000	 5,581,800,000
Actual Cost per 1,000 Gallons (Total Op Exp wOH / Total Gals)	0.9539214	0.9995943	0.9647885

TEXARKANA WATER UTILITIES

WRIGHT PATMAN AND MILLWOOD WATER TREATMENT OPERATING EXPENSES - ACTUAL (Audited)

For the Year Ended September 30, 2022

Wright Patman Millwood Total TRUE-UP ADJUSTMENT CALCULATION

Fiscal Year 2022 Billing						
	2022 Water	2022 Infrastructure	2022 Debt Service	2020 True Up	FY 2022 Annual	FY 2022 Monthly
New Boston	345,969	19,647	8,773	(70,693)	303,696	25,308
Hooks	170,596	12,514	5,588	(13,871)	174,827	14,569
DeKalb	85,045	11,791	5,265	(7,699)	94,403	7,867
Wake Village	149,532	8,978	4,009	(16,052)	146,467	12,206
Maud	48,821	6,180	2,760	(4,616)	53,145	4,429
Avery	17,571	-	-	(4,876)	12,695	1,058
Annona	10,718	1,691	755	(1,717)	11,447	954
RWRD	274,506	-	-	(91,333)	183,173	15,264
	\$1,102,758	\$60,802	\$27,150	(\$210,857)	\$979,853	\$81,654

Fiscal Year 2022 True Up Calculation								
	Budgeted Gal (000's)	Budgeted Amt	Budgeted Rate	Actual Gal (000's)	Actual Amt	Actual Rate	Annual True Up	Monthly True Up
New Boston	344,491	345,969	1.004300	303,600	292,910	0.9647885	(53,059)	(4,421.58)
Hooks	169,867	170,596	1.004300	173,547	167,436	0.9647885	(3,160)	(263.35)
DeKalb	84,682	85,045	1.004300	70,123	67,654	0.9647885	(17,391)	(1,449.26)
Wake Village	148,893	149,532	1.004300	153,477	148,073	0.9647885	(1,459)	(121.60)
Maud	48,612	48,821	1.004300	41,172	39,722	0.9647885	(9,099)	(758.23)
Avery	17,496	17,571	1.004300	18,725	18,065	0.9647885	494	41.21
Annona	10,672	10,718	1.004300	9,345	9,016	0.9647885	(1,702)	(141.81)
RWRD	273,334	274,506	1.004300	242,054	233,530	0.9647885	(40,976)	(3,414.63)
Total	1,098,047	\$1,102,758		1,012,043	\$976,407		(\$126,351)	(\$10,529)

TEXARKANA WATER UTILITIES
MEMBER CITIES BILLING
WRIGHT PATMAN SLUDGE PROCESSING COST
FY 2022 ACTUAL

Composting Costs:

Compost Division Budget Expenses (580):

Personal Services	190,126
Supplies	7,208
Repairs & Maintenance	135,956
Contractual Services	16,740
Total Division Expenses	350,030

Other Labor & Benefits (530):

Operator II (1300 Bldg)	42,400
Plant Mechanic I (1/2)	18,645
Total Other Labor	61,045

Benefit Percentage	X	45.80%
Total Benefit Cost		27,957

Total Other Labor & Benefits	89,002
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Total Composting & Other Labor Costs	439,032
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Amount Attributable to Water Treatment

Plant Sludge (TSS):

Wright Patman Solids (Metric Tons)	1,066.120	
South Regional Influent Solids (Metric Tons)	2,507.060	
Water Treatment TSS Ratio		42.52471%

Total Applicable Compost Costs	186,697
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Sludge Chemical Costs:

Total Cost of Polymer	110,688
Water Treatment TSS Ratio	42.52471%

Total Sludge Chemical Costs	47,070
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Transportation Costs:

200 Site Pumping Costs (Electrical)	81,302
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Amount Attributable to Water Treatment Plant Waste:

Wright Patman Gallons Wasted (Mil Gallons)	13.285	
South Regional Influent Flows (Mil Gallons)	2,822.600	
Water Treatment Plant Volume Ratio		0.47067%

Total Transportation Costs	383
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Total Estimated Sludge Processing Costs Applicable to Water Plant	234,150
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Less Compost Sales:

Total Compost Sales	111,381
Water Treatment TSS Ratio	42.52471%
Sales Applicable to Water Treatment Plant Sludge	(47,364)

Net Sludge Processing Costs Applicable to Water Plant	186,786
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FY22 Actual Consumption (1000 Gallons)
Oct 2021- Sep 2022

	OCT/ APR	NOV/ MAY	DEC/ JUN	JAN/ JUL	FEB/ AUG	MAR/ SEP	YTD	% OF TOTAL
Oak Grove, TX	2571.530 2071.860	2298.060 2574.380	2019.180 2254.230	2374.260 3155.470	2098.550 2404.900	2188.410 1834.130	27844.960	0.4997%
Redwater, TX	9683.650 8603.050	8256.700 10391.300	8477.750 11871.850	8335.650 15955.250	7599.550 12693.550	8503.350 9792.250	120163.900	2.1566%
Central Bowie County	18201.420 17941.676	15758.922 20383.613	16086.643 22983.578	14030.880 30484.229	14640.209 23251.850	17011.768 22609.876	233384.664	4.1887%
Nash, TX	8007.000 7560.000	7266.000 9124.000	8069.000 10122.000	8123.000 9569.000	7019.000 9468.000	7473.000 8832.000	100632.000	1.8061%
Macedonia Eylau	17578.409 18126.823	15455.871 18784.304	16926.160 19443.724	18434.661 22586.412	17071.577 20031.820	18958.021 17700.136	221097.918	3.9682%
Red River County	0.000 0.000	0.000 0.000	0.000 218.880	0.000 2164.530	0.000 1096.260	0.000 0.010	3479.680	0.0625%
Day & Zimmerman	440.000 440.000	2180.000 360.000	1230.000 370.000	6370.000 240.000	1150.000 800.000	810.000 2200.000	16590.000	0.2977%
Leary, TX	1938.030 1542.540	1737.650 1588.600	1830.700 1793.440	1478.980 2472.470	1414.260 2012.440	1553.710 2250.730	21613.550	0.3879%
Mandeville, AR	2996.775 2096.480	2257.844 2817.704	1890.825 2425.949	1930.075 3240.756	1923.137 2482.926	1648.306 2978.975	28689.752	0.5149%
Union Water	9701.012 7788.502	7086.553 9135.339	8320.985 9700.618	8102.117 12197.565	6710.102 7949.370	7590.649 8277.389	102560.201	1.8407%
MCPWA	9610.000 5130.000	8430.000 7195.000	8520.000 6180.000	4580.000 9530.000	5445.000 10410.000	6130.000 8250.000	89410.000	1.6047%
RWRD-TAC East	3176.000 1279.000	2861.000 1321.000	1404.000 1576.000	2904.000 1576.000	2101.000 1869.000	1422.000 1467.000	22956.000	0.4120%
Total Wholesale	83903.826 72579.931	73588.600 83675.240	74775.243 88940.269	76663.623 113171.682	67172.385 94470.116	73289.214 86192.496	988422.625	
New Boston, TX	26560.470 22387.240	20927.690 25048.800	23268.510 29842.740	23408.860 31282.060	21691.370 27923.500	23460.330 27798.660	303600.230	5.4489%
Hooks, TX	15196.696 13210.000	15583.055 13702.000	13703.820 13341.000	14122.090 17796.000	13151.000 15181.000	14471.000 14089.000	173546.661	3.1147%
DeKalb, TX	5498.000 4927.000	5615.000 6373.000	5926.000 4858.000	5396.000 7452.000	5417.000 6978.300	5632.000 6050.700	70123.000	1.2585%
Wake Village, TX	12594.000 11778.000	10855.000 13350.000	10977.000 14525.000	11865.000 19306.000	10046.000 14405.000	11402.000 12374.000	153477.000	2.7545%
Maud, TX	3052.000 2719.000	3937.000 3071.000	2316.000 3566.000	3200.000 5585.000	2787.000 4053.000	2591.000 4295.000	41172.000	0.7389%
Avery, TX	1487.900 1656.600	1469.100 1580.600	1598.300 1693.100	1546.700 1911.500	1208.300 1666.800	1535.000 1370.900	18724.800	0.3361%

FY22 Actual Consumption (1000 Gallons)
Oct 2021- Sep 2022

	OCT/ APR	NOV/ MAY	DEC/ JUN	JAN/ JUL	FEB/ AUG	MAR/ SEP	YTD	% OF TOTAL
Annona, TX	803.612 558.132	736.716 625.722	657.641 654.505	806.517 1179.061	734.673 1236.306	593.127 759.292	9345.304	0.1677%
RWRD- (RRAD)	22138.022 16542.166	22499.756 25114.572	16286.818 20572.238	19870.656 24213.116	16199.564 22001.476	17877.888 18737.256	242053.528	4.3443%
Total Member Cities & RWRD	87330.700 73778.138	81623.317 88865.694	74734.089 89052.583	80215.823 108724.737	71234.907 93445.382	77562.345 85474.808	1012042.523	
Total Wholesale, Member Cities & RWRD	171234.526 146358.069	155211.917 172540.934	149509.332 177992.852	156879.446 221896.419	138407.292 187915.498	150851.559 171667.304	2000465.148	
Texarkana, AR	109859.756 95093.441	90404.880 120581.555	105228.352 137009.444	96361.004 170634.934	83102.125 207907.319	94646.010 141695.259	1452524.079	26.0692%
Texarkana, TX	188601.718 151534.490	165973.184 186860.511	167490.316 203934.704	156023.550 257926.647	135156.583 159464.183	147419.431 198425.437	2118810.754	38.0274%
Total Texarkana	298461.474 246627.931	256378.083 307442.066	272718.668 340944.148	252384.554 428561.581	218258.708 367371.502	242065.441 340120.696	3571334.852	
Total All	469696.000 392986.000	411590.000 479983.000	422228.000 518937.000	409264.000 650458.000	356666.000 555287.000	392917.000 511788.000	5571800.000	99.9999%

City of Texarkana, Texas
Proposed Water Cost Recap
9/30/2024

	2024 Annual Cost					2023 Annual Cost	Increase/ (Decrease)
	Water	Infrastructure	Debt Service	2022 True Up	Total	Total	
New Boston	391,253	23,219	8,658	(53,059)	370,071	393,132	(23,062)
Hooks	213,668	14,789	5,514	(3,160)	230,811	242,580	(11,769)
DeKalb	90,304	13,935	5,196	(17,391)	92,044	108,837	(16,793)
Wake Village	191,051	10,610	3,956	(1,459)	204,158	185,007	19,151
Maud	56,367	7,304	2,723	(9,099)	57,296	51,274	6,022
Avery	22,108	-	-	494	22,602	21,863	739
Annona	18,182	1,999	745	(1,702)	19,224	15,476	3,748
Texarkana, AR	2,133,716	235,131			2,368,847	2,075,238	293,609
Texarkana, TX	3,665,273	343,012	136,089		4,144,375	4,012,446	131,929
RWRD	265,953			(40,976)	224,977	368,656	(143,679)
	\$ 7,047,874	\$ 650,000	\$ 162,881	\$ (126,351)	\$ 7,734,405	\$ 7,474,509	\$ 259,896

	2024 Monthly Cost					2023 Monthly Cost	Increase/ (Decrease)
	Water	Infrastructure	Debt Service	2022 True Up	Total	Total	
New Boston	32,604	1,935	721	(4,422)	30,839	32,761	(1,922)
Hooks	17,806	1,232	460	(263)	19,234	20,215	(981)
DeKalb	7,525	1,161	433	(1,449)	7,670	9,070	(1,399)
Wake Village	15,921	884	330	(122)	17,013	15,417	1,596
Maud	4,697	609	227	(758)	4,775	4,273	502
Avery	1,842	-	-	41	1,884	1,822	62
Annona	1,515	167	62	(142)	1,602	1,290	312
Texarkana, AR	177,810	19,594			197,404	172,937	24,467
Texarkana, TX	305,439	28,584	11,341		345,365	334,371	10,994
RWRD	22,163			(3,415)	18,748	30,721	(11,973)
	\$ 587,323	\$ 54,167	\$ 13,573	\$ (10,529)	\$ 644,534	\$ 622,876	\$ 21,658

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, JULY 26, 2023**

**AGENDA ITEM VI. F.
RWRD RESO 20230726-06
City of Maud Service
Contract True-Up**



RIVERBEND RESOLUTION NO. 20230726-06

ADOPTING THE FY 2022-2023 CITY OF MAUD SERVICE CONTRACT TRUE-UP

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the City of Maud, Texas formed in 1941 is a General Law Municipality operating under an aldermanic form of government consisting of a mayor and five aldermen in accordance with applicable state statutes, serving a current population of 1,056 residents based on the most recent 2010 Census; and

WHEREAS, Riverbend Water Resources District and the City of Maud, Texas entered into interlocal water and wastewater services agreements on April 18, 2023 and October 1, 2022; and

WHEREAS, in compliance with the water and wastewater agreements, Riverbend Water Resources District held a meeting on July 19, 2023 at the Riverbend offices to discuss the True-Up Process and new contract amounts with the City of Maud, Texas.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Riverbend Water Resources District hereby adopts the FY 2022-2023 City of Maud Service Contract True-Up.

PASSED and APPROVED this 26th day of July 2023

Van Alexander, President

ATTEST:

Sonja Hubbard, Secretary

Attached: 2022-2023 City of Maud Service
Contract True-Up Documents



Fiscal Year 23 Maud Water and Waste Water True Up

	Waste Water	Billed	Difference	Water	Billed	Difference	Total
FY 23	Actual	Contract Cost	Actual vs.	Actual	Contract Cost	Actual vs.	Over/Under
Month	Cost	Waste Water	Billed	Cost	Water	Billed	Billed
Oct-22	\$14,698.78	\$9,583.33	\$5,115.45				\$5,115.45
Nov-22	\$9,098.20	\$9,583.33	(\$485.13)				(\$485.13)
Dec-22	\$7,288.41	\$9,583.33	(\$2,294.92)				(\$2,294.92)
Jan-23	\$14,966.13	\$9,583.33	\$5,382.80				\$5,382.80
Feb-23	\$10,392.02	\$9,583.33	\$808.69				\$808.69
Mar-23	\$15,410.14	\$9,583.33	\$5,826.81	\$576.90	\$1,745.00	(\$1,168.10)	\$4,658.71
Apr-23	\$15,755.99	\$9,583.33	\$6,172.66	\$217.94	\$1,745.00	(\$1,527.06)	\$4,645.60
May-23	\$15,102.94	\$9,583.33	\$5,519.61	\$66.00	\$1,745.00	(\$1,679.00)	\$3,840.61
Jun-23							
Jul-23							
Aug-23							
Sep-23							
Total:	\$102,712.61	\$76,666.64	\$26,045.97	\$860.84	\$5,235.00	(\$4,374.16)	\$21,671.81

*Oct-Feb Contract was only WW Service

FY 23 True-Up: **\$21,671.81** Under billed when compared to contract amount

Monthly Cost for FY 23: **\$1,805.98** Monthly cost to be added to FY 24 amount

Current FY 23 Monthly Rate: **\$11,328.00**

FY 24 Monthly Rate: **\$13,133.98** 15.94% Increase from Previous Year

MAUD WASTEWATER SERVICES FY 22-23

OCTOBER 2022

	<u>TRUE UP</u>	
Actual Expenses	\$13,123.92	
Contracted	<u>(\$8,556.55)</u>	
	<u>\$4,567.37</u>	
Actual Admin Fee	\$1,574.87	
Contracted	<u>(\$1,026.78)</u>	
	<u>\$548.09</u>	
Actual Monthly	\$14,698.78	
Monthly Billed	<u>(\$9,583.33)</u>	
	<u>\$5,115.45</u>	<u>UNDER BILLED</u>

NOVEMBER 2022

	<u>TRUE UP</u>	
Actual Expenses	\$8,123.39	
Contracted	<u>(\$8,556.55)</u>	
	<u>(\$433.16)</u>	
Actual Admin Fee	\$974.81	
Contracted	<u>(\$1,026.78)</u>	
	<u>(\$51.97)</u>	
Actual Monthly	\$9,098.20	
Monthly Billed	<u>(\$9,583.33)</u>	
	<u>(\$485.13)</u>	<u>OVER BILLED</u>

Quick Summary

Oct-22	\$5,115.45
Nov-22	(\$485.13)
Dec-22	(\$2,294.92)
Jan-23	\$5,382.80
Feb-23	\$808.69
Mar-23	\$4,658.71
Apr-23	\$4,645.60
May-23	\$3,840.61
Jun-23	
Jul-23	
	<u>\$21,671.81</u>

Black=Under Billed

Red=Over Billed

DECEMBER 2022

	<u>TRUE UP</u>	
Actual Expenses	\$6,507.51	
Contracted	(\$8,556.55)	
	(\$2,049.05)	
Actual Admin Fee	\$780.90	
Contracted	(\$1,026.78)	
	(\$245.88)	
Actual Monthly	\$7,288.41	
Monthly Billed	(\$9,583.33)	
	(\$2,294.92)	<u>OVER BILLED</u>

JANUARY 2023

	<u>TRUE UP</u>	
Actual Expenses	\$13,362.62	
Contracted	(\$8,556.55)	
	\$4,806.07	
Actual Admin Fee	\$1,603.51	
Contracted	(\$1,026.78)	
	\$576.73	
Actual Monthly	\$14,966.13	
Monthly Billed	(\$9,583.33)	
	\$5,382.80	<u>UNDER BILLED</u>

FEBRUARY 2023

	<u>TRUE UP</u>	
Actual Expenses	\$9,278.59	
Contracted	(\$8,556.55)	
	<u>\$722.04</u>	
Actual Admin Fee	\$1,113.43	
Contracted	(\$1,026.78)	
	<u>\$86.65</u>	
Actual Monthly	\$10,392.02	
Monthly Billed	(\$9,583.33)	
	<u>\$808.69</u>	<u>UNDER BILLED</u>

MARCH 2023

	<u>TRUE UP</u>	
Actual Expenses	\$13,759.05	
Contracted	(\$8,556.55)	
	<u>\$5,202.50</u>	
Actual Admin Fee	\$1,651.09	
Contracted	(\$1,026.78)	
	<u>\$624.31</u>	
Actual Monthly	\$15,410.14	
Monthly Billed	(\$9,583.33)	
	<u>\$5,826.81</u>	<u>UNDER BILLED</u>

MARCH 2023 WATER

	<u>TRUE UP</u>	
Actual Expenses	\$576.90	
Contracted	(\$1,745.00)	
	<u>(\$1,168.10)</u>	
Actual Admin Fee	\$0.00	
Contracted	\$0.00	
	<u>\$0.00</u>	
Actual Monthly	\$576.90	
Monthly Billed	(\$1,745.00)	
	<u>(\$1,168.10)</u>	<u>OVER BILLED</u>

MONTHLY OVERALL\$4,658.71

APRIL 2023

	<u>TRUE UP</u>	
Actual Expenses	\$14,067.85	
Contracted	(\$8,556.55)	
	<u>\$5,511.30</u>	
Actual Admin Fee	\$1,688.14	
Contracted	(\$1,026.78)	
	<u>\$661.36</u>	
Actual Monthly	\$15,755.99	
Monthly Billed	(\$9,583.33)	
	<u>\$6,172.66</u>	<u>UNDER BILLED</u>

APRIL 2023 WATER

	<u>TRUE UP</u>	
Actual Expenses	\$217.94	
Contracted	(\$1,745.00)	
	<u>(\$1,527.06)</u>	
Actual Admin Fee	\$0.00	
Contracted	\$0.00	
	<u>\$0.00</u>	
Actual Monthly	\$217.94	
Monthly Billed	(\$1,745.00)	
	<u>(\$1,527.06)</u>	<u>OVER BILLED</u>

MONTHLY OVERALL \$4,645.60**MAY 2023**

	<u>TRUE UP</u>	
Actual Expenses	\$13,484.77	
Contracted	(\$8,556.55)	
	<u>\$4,928.22</u>	
Actual Admin Fee	\$1,618.17	
Contracted	(\$1,026.78)	
	<u>\$591.39</u>	
Actual Monthly	\$15,102.94	
Monthly Billed	(\$9,583.33)	
	<u>\$5,519.61</u>	<u>UNDER BILLED</u>

MAY 2023 WATER

	<u>TRUE UP</u>	
Actual Expenses	\$66.00	
Contracted	(\$1,745.00)	
	<u>(\$1,679.00)</u>	
Actual Admin Fee	\$0.00	
Contracted	\$0.00	
	<u>\$0.00</u>	
Actual Monthly	\$66.00	
Monthly Billed	(\$1,745.00)	
	<u>(\$1,679.00)</u>	<u>OVER BILLED</u>

MONTHLY OVERALL \$3,840.61