NOTICE OF MEETING MAXWELL SPECIAL UTILITY DISTRICT OF CALDWELL AND HAYS COUNTIES, TEXAS

TO: THE BOARD OF DIRECTORS OF MAXWELL SPECIAL UTILITY DISTRICT AND ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Maxwell Special Utility District will hold a **regular** meeting of the Board of Directors on **May 31, 2023, at 6:30 p.m.** at 216 Main Street, Maxwell, Texas 78656, a location within the boundaries of the District, to consider and take appropriate action on the following matters:

- 1. Board convenes
- 2. Call roll of Directors
- 3. Invocation
- 4. Pledge of Allegiance
- 5. Citizen comments (limited to 3 minutes per person)
- 6. Consent Agenda
 - (a) Payment of bills and invoices
 - (b) Directors fees and reimbursements, if any
 - (c) Minutes of previous Board of Directors meeting(s)
- 7. Discussion/Action Items
 - (a) Hays/Caldwell Amended and Restated Water Supply Agreement
 - (b) Maxwell/CRWA Wheeling agreement
 - (c) Sewer disconnect and information sharing agreement with Aqua Texas
 - (d) Reclaimed water services agreement with Aqua Texas
 - (e) Water line easement, Rex B. Rivers, Trustee of the Gossmer Trust II (Grantor)
 - (f) GBRA TX 130 Project update
 - (g) District services rate and fee study; possible amendment to rates and Rate Order
 - (h) Wells Ranch III update
 - (i) USDA eligible projects and authorize the submission of loan application
 - (i) District Newsletter
 - (k) Land Use Assumptions, Capital Improvement Plan, and Impact Fees update
- 8. Engineer's Report
- 9. Committee Reports
 - (a) CRWA Board of Trustees update
 - (b) Building Committee Report (Directors Spillman, Yanez, Karasch, and Steubing)

- (c) Rate Order Committee Report (Directors Canion (Chair), Vaughn, Steubing, Thornton, Mr. Ivicic, and Carol Peters).
- 10. General Manager's Report; update on field operations
- 11. Attorney's Report:
 - a. M. Gonzalez litigation
 - b. Caldwell County CAD litigation
 - c. Tri-Community cease and desist matter
 - d. GBRTrust litigation
- 12. Future agenda items
- 13. Anticipated next meeting date (June 22, 2023)
- 14. Adjourn
- *Persons wishing to speak during Citizen Communications must sign up to speak at least 15 minutes prior to the beginning of the meeting. The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters. No final action, decision, or vote will be taken on any subject or matter in Executive Session. The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Zachariah Evans at (737) 279-5547 for further information.

MAXWELL SPECIAL UTILITY DISTRICT

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS

April 27, 2023

STATE OF TEXAS
HAYS AND CALDWELL COUNTIES

The Board of Directors ("Board") of Maxwell Special Utility District ("District") of Caldwell and Hays Counties, Texas, met in regular session, open to the public at 6:30 p.m. on April 23, 2023, at 216 Main Street, CCR 286, Maxwell, Texas 78656-0158. Notices of the time, place, and subject of the meeting and the actions to be taken at the meeting were posted at the places and for the time required by law.

Director Karasch called the meeting to order and the roll of the Board, to wit: **Robert Karasch**, President; **Valentin Yanez**, **Jr.**, Vice President; **Mabel Vaughn**, Secretary; **Liralen Canion**, Treasurer; **Doug Spillmann**, Assistant Secretary/Treasurer; **Carol Thornton**; **Bernard Schleder**, **Jr.**; **Doris Steubing**; **and Leah Gibson**. With Directors Schleder, Gibson, Steubing, and Yanez absent and all others present, a quorum was established.

Also present were Justin Ivicic, the District's General Manager; John Kaufman, General Manager, and Humberto Ramos, Water Resources Manager, of Canyon Regional Water Authority ("CRWA"); Richard Gallegos, of Gallegos Engineering ("Gallegos"), the District's Engineer; Phil Vaughan of Vaughan & Associates ("Vaughan") and Zachariah T. Evans of the Law Office of Zachariah T. Evans ("Evans Law"), the District's Attorney.

Next, an invocation was given, and the Board recited the pledge of allegiance.

The Board next considered approval of the monthly consent agenda, including the minutes of the Board's March 23, 2023, meeting, minus payment of the District's bills and invoices. Director Vaughn motioned to approve the consent agenda; Director Spillman seconded; and the Board approved the motion unanimously.

Next, Mr. Vaughan presented the audit report ("Audit") of the District's fiscal year ended December 31, 2022. Mr. Vaughan reported that he is issuing the District and unmodified opinion, which is the highest opinion that the District can receive for the Audit. After review and discussion, Director Spillmann moved to approve the Audit as presented; Director Canion seconded; and the Board voted unanimously to approve the motion.

The Board then received input from Mr. Kaufman regarding the ongoing business of CRWA. Mr. Kaufman reported on the status of the Regional (Hays/Caldwell Counties Area) Water Supply and Treatment Contract ("Contract") and the water plant facilities ("Plant") being constructed under the Contract. He stated that the Plant is currently capable of producing 3.4 million gallons per day ("MGD") and that CRWA staff met with representatives of the Texas Commission on Environmental Quality ("TCEQ") regarding the Plant's operations and production capacity, with CRWA's intent being that the

Plant would ultimately be capable of producing 6 MGD. Mr. Kaufman went on to report that CRWA may decide to install ozone filtration in the Plant. Director Karasch indicated his concern regarding the amount of District funds that have gone into the project, despite additional water not having been produced under the Contract. Mr. Ivicic inquired of Mr. Kaufman whether any participating entities exceeded their capacity under the Contract. Mr. Kaufman responded that Crystal Clear Special Utility District ("Crystal Clear") exceeded their capacity by approximately 50 percent (50%) compared to what they are contractually entitled to take. A lengthy discussion ensued. Mr. Kaufman agreed to call a meeting among the Contract's Contracting Parties and their attorneys to discuss the terms under which CRWA will acquire and sell capacity under the Contract.

Next, Mr. Gallegos discussed with the Board the Water Transportation and Wheeling Agreement between CRWA and Maxwell ("Wheeling Agreement"), made effective January 8, 2001. Mr. Ivicic stated his concern about the strain put on the District's system when other entities take more than their share of water permitted under the Wheeling Agreement. A lengthy discussion ensued.

Mr. Ramos then provided an update on the Wells Ranch III project ("Wells Ranch III"). He stated CRWA's hope is that the participating entities will meet within the next week or two to discuss and determine the appropriate size of the primary distribution waterline.

Mr. Ramos then provided the Board with a general overview on CRWA activities over the last month.

Mr. Ivicic then reviewed two proposed agreements with Aqua Texas ("Aqua") an investor-owned utility providing wastewater services to the Sunset Oaks and High Meadow subdivisions within the District. One of the agreements would establish a disconnection agreement between Aqua and the District; the other agreement would provide additional compensation to the District wherein Aqua would convey reclaimed water from two of Aqua's water treatment plants, without additional cost to the District. After discussion, Mr. Ivicic indicated he will ask HCS, the District's information technology services provider, to explain to the Board during their next meeting how they will ensure the District's customers' personal information would be protected under the disconnection agreement. The Board took no action on the agreements but determined to schedule a workshop to discuss them further.

Mr. Ivicic provided an overview of the Guadalupe-Blanco River Authority ("GBRA") TX 130 Project ("TX 130"). He reminded the Board that protests have been submitted regarding the proposed groundwater permit for TX 130 and that matter will likely be referred to a hearing before the State Office of Administrative Hearings ("SOAH").

Next, Mr. Ivicic briefly discussed the status of the District's new Impact Fee assessment and reminded the Board that the impact fee application is still pending before the TCEQ. TCEQ has indicated the Impact Fee would be up for review and/or approval within the next month.

Next, Mr. Gallegos presented to the Board a list of priority projects for which he would recommend applying to the United States Department of Agriculture ("USDA") for loan funding. Mr. Gallegos stated he selected the projects from the District's Capital Improvement Plan and provided a brief overview of some of the more time-sensitive projects among the list. After discussion, Director Thornton moved to approve up to \$3,500,000 worth of projects to be submitted to USDA for possible funding, with Mr. Ivicic and Mr. Gallegos to determine which projects among the list should take priority; Director Vaughn seconded; and the Board voted unanimously to approve the motion.

The Board next discussed the activities of the Newsletter Committee over the previous month. He stated the committee hopes to have a draft of the newsletter to present to the Board during their next meeting.

Next, on behalf of the Building Committee, Mr. Ivicic presented renderings of the District's planned new headquarters facilities, as provided by DRG Architects, LLC ("**DRG**"). Mr. Ivicic indicated DRG anticipates having a bid package ready within the next month.

Next, Mr. Ivicic presented the General Manager's Report, detailing several ongoing matters within the District and overall operations since the Board's last meeting, including a waterline that was repaired at a point near the intersection of Highway 80 and Hays County Road 226. Mr. Ivicic also detailed the status of the plugging of the District's former Water Well No. 1.

Mr. Evans provided an overview of two ongoing litigation matters, one of which he stated he expects to be resolved soon and there being no change in status on the other. Mr. Evans also updated the Board on the status of the District's cease and desist action against Tri-Community Water Supply Corporation, which is set for mediation on May 3, 2023.

Finally, the Board determined their next regular meeting would be held on May 24, 2023, at 6:30 p.m.

There being no further business, the Board adjourned the meeting.

[Execution page follows.]

Secretary, Board of Directors	
Maxwell Special Utility District	

(SEAL)

Maxwell Special Utility District Board of Directors Meeting Minutes Attachments

1. Board Packet

SEWER DISCONNECT AND INFORMATION SHARING AGREEMENT

This Amended Sewer Disconnect Agreement (this "Agreement") is made as of this _____ day of April, 2023 (the "Effective Date") by and between Aqua Texas, Inc., an investor-owned retail public utility whose address is 1106 Clayton Lane, Suite 400W, Austin, Texas 78723 ("Aqua"); and Maxwell Special Utility District, whose address is 216 Main Street, Maxwell, TX 78656 ("Maxwell"), each a "Party" and collectively "the Parties".

RECITALS

WHEREAS, Aqua owns and operates a sanitary wastewater collection, treatment and effluent disposal system in Caldwell County, Texas (the "Wastewater System"), which services customers via the "Sunset Oaks Wastewater Treatment Plant Facilities" pursuant to Permit No. WQ-15293001 issued by the Texas Commission on Environmental Quality; and

WHEREAS, Aqua is a party to a contract providing for the transfer of Permit No. WQ0016112001, upon receipt of which Aqua will construct, own and operate the "Hemphill Wastewater Treatment Plant Facilities" (with the Sunset Oaks Wastewater Treatment Plant Facilities and Hemphill Wastewater Treatment Plant Facilities collectively referred to as the "WWTP Facilities").

WHEREAS, via the WWTP Facilities, Aqua does and will provide retail sewer service to customer premises ("Service Locations") within existing and future subdivisions (the "Subdivisions");

WHEREAS, Maxwell provides retail water service to the same Service Locations located in the Subdivisions as Aqua (with such dual Aqua/Maxwell customers referred to as "Shared Customers");

WHEREAS, Maxwell and Aqua entered into a Sewer Disconnect Agreement on January 31, 2019 to establish procedures, in conformance with state law, by which Maxwell will disconnect the water service of Shared Customers, the execution of which agreement is explicitly herein acknowledged by the Parties; and

WHEREAS, Maxwell and Aqua desire to supersede the Sewer Disconnect Agreement and enter into this Agreement to clarify the grounds, procedures, and payment for water disconnections made for Shared Customers, where such water disconnections are made solely pursuant to Aqua's request and would not otherwise have been performed in the normal course of business for Maxwell ("**Disconnects**") and to further permit information sharing between the Parties;

NOW, THEREFORE, for and in consideration of the following mutual covenants and promises, Aqua and Maxwell agree as follows:

1. <u>Included Subdivisions</u>. This Agreement shall apply only to those customers located within the Subdivisions.

2. <u>Information and Services to be Provided by Maxwell to Aqua:</u>

- (a) Initial Notice of Water Connection. Maxwell agrees to provide Aqua with a listing of all addresses within the Subdivisions at which Maxwell has installed a water meter ("Meter Set List").
- (b) Joint Customer Application. Maxwell will amend its application for water service for Service Locations within the Subdivisions to reflect that the application constitutes an application for sewer service from Aqua. Maxwell agrees to provide Aqua with a copy of all Joint Applications processed by Maxwell.
- (c) Customer Move In and Move Out Reports. Maxwell agrees to provide to Aqua information for existing Service Locations at which the customer of record has changed ("Move In/Out Reports). Such Move In/Out Reports shall include customer name, Service Location address, billing address, contact information, date and nature of change of service (move out/move in), and water usage.

3. Maxwell Information Delivery Dates.

- (a) Initial Delivery Date. Within ten (10) days following the Effective Date ("Initial Delivery Date"), Maxwell will provide Aqua with the Meter Set List, a copy of each Joint Application processed by the Maxwell, and the Customer Move In/Out Report.
- (b) *Monthly Updates*. Following the Initial Delivery Date, on a monthly basis and on a set day of the week to be chosen by the Maxwell ("Monthly Update Day"), Maxwell will provide Aqua with a copy of all Meter Set Lists, Joint Applications, and Move In/Out Reports since the prior Monthly Update Day. If the Monthly Update Day falls on a holiday recognized by Maxwell, Maxwell will provide the Meter Set List, Joint Applications, and Move In/Out Reports to Aqua the following business day.
- (c) Unless otherwise agreed to in writing by both Parties, Maxwell's obligations to deliver information to Aqua as set forth in Paragraphs 2 and 3 above will be through remote access by Aqua to Maxwell's customer information system in a manner substantially similar to **Exhibit "A"** attached hereto. Customer information will be accessible in native format types to include excel and comma-separated values files. Additionally, the Parties agree to engage with each other in good faith to evaluate improvements to the information sharing process set forth in Exhibit A, as warranted, to take advantage of technology upgrades, advancements, and process improvements, to further streamlining or automating information sharing between the Parties.
- 4. <u>Right to Disconnect</u>. In the event a customer of the Wastewater System is delinquent in paying undisputed wastewater service charges or otherwise in violation of applicable law, or Aqua's tariff or conditions of service, Aqua may, in accordance with applicable law and its established policies (but otherwise in its sole discretion), request that

Maxwell effect a Disconnect with respect to such customer by following the procedures set forth in this Agreement. Notwithstanding the foregoing, Aqua shall not request a Disconnect with respect to any delinquent residential customer when it has been established in accordance with 30 Texas Administrative Code Section 291.88(f) that some person residing at that residence will become seriously ill, or more seriously ill, if service is disconnected. Each Disconnect shall be made in full compliance with 30 Texas Administrative Code Section 291.88(e), as amended or superseded.

- 5. <u>Disconnect Procedures</u>. Prior to requesting a Disconnect, Aqua shall take the following actions:
 - (a) Aqua shall exhaust all reasonable efforts to collect the delinquent amount.
 - (b) Aqua shall notify the customer to be Disconnected in writing mailed to the customer at least 10 days prior to requesting such Disconnect in a form substantially similar to **Exhibit "B"** attached hereto (the "**Customer Disconnect Notice**").
 - (c) Aqua shall notify Maxwell of the Disconnect by providing a list of delinquent customers who have received proper notice and are to be terminated in accordance with Paragraph 4 ("Disconnect List"). The Disconnect List shall be in excel format or another format mutually agreed upon by the Parties.
 - (d) Maxwell shall review the Disconnect List and complete a Disconnect within three (3) business days of receipt. However, in no event shall Aqua request, nor shall the Maxwell complete, a Disconnect on Friday, Saturday, Sunday, or Monday; nor on, nor on a day immediately preceding, a Maxwell-recognized Holiday.
 - (e) If any customer satisfies its payment obligation to Aqua prior to the Disconnect, Aqua shall notify Maxwell that no Disconnect needs to occur.
 - (f) Maxwell shall notify Aqua each day of any Disconnects completed on a daily basis.
- 6. <u>Service Restoration</u>. Aqua utility personnel will be available during normal business hours to accept payment on the day service is disconnected and the next business day after service is disconnected. Once the past due charges and applicable delinquent and reconnection fees are paid, Aqua will provide notice to Maxwell, and Maxwell shall restore water service within 36 hours after receiving such notice. Notwithstanding the foregoing, Maxwell shall not be required to restore water service to Shared Customers where such Shared Customers have water service disconnected due to non-payment or non-compliance with Maxwell's tariff or applicable laws or regulations and such non-payment or non-compliance has not been remedied to the reasonable satisfaction of Maxwell.

7. Reimbursement to Maxwell.

- (a) <u>Disconnect Reimbursements</u>. Aqua shall reimburse Maxwell the amount of \$100.00 for each requested Disconnect which requires a trip to the customer location by an employee of Maxwell. Aqua shall make payment to Maxwell within 30 days after receiving the Maxwell's monthly invoice for all such trips conducted in the preceding month.
- (b) <u>Payment for Information Services</u>. Excepting Disconnect reimbursements and Initial and Special Report charges defined below, as full compensation for the services provided by the Maxwell to Aqua established in this agreement, Maxwell will be compensated by virtue of receipt of treated wastewater effluent pursuant to the Reclaimed Water Services Agreement executed concurrently with this agreement.
- (c) <u>Initial Setup and Special Report Charges</u>. Aqua shall make a one-time payment in the amount of One Thousand Dollars (\$1,000.00) to Maxwell for two licenses to Maxwell's customer information system ("CIS"). Aqua shall also make a one-time payment in the amount of One Thousand Eight Hundred Thirty-Four Dollars and Seventy-Three cents (\$1,834.73) to Maxwell for setup charges for network administration. Any special customer reports or other CIS configurations requested by Aqua under this Agreement that are outside the scope of the support services currently provided to Maxwell, and which would otherwise require the Maxwell to incur additional costs to its CIS vendor, will be paid by Aqua to Maxwell as a Special Report Charge.
- 8. <u>Notice</u>. Unless otherwise provided herein, any notice or other document required or allowed to be given pursuant to this Agreement by either Party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, as follows:

If to Maxwell:

Mr. Justin Ivicic, General Manager Maxwell SUD

PO Box 158 Maxwell, TX 78656

If for Disconnects:

billing@maxwellsud.com CC: office@maxwellsud.com

If to Aqua:

President Aqua Texas, Inc. 1106 Clayton Lane, Suite 400W Austin, Texas 78723 With Copy to: General Counsel Aqua Texas, Inc. 762 West Lancaster Avenue Bryn Mawr, Pennsylvania 19010

If for Notice of Water Connection: trbolin@aquaamerica.com

If for Joint Customer Application: TXappfaxes@aquaamerica.com

If for Customer Move In/Out Reports and Disconnects <a href="https://dx.ncbi.nlm.ncb

- 9. <u>No Third Party Beneficiaries</u>. Notwithstanding anything to the contrary herein, there are no third party beneficiaries to this Agreement, and no person or entity, other than Aqua, Maxwell and their respective successors and permitted assigns, shall have any rights hereunder.
- INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, AQUA SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND MAXWELL, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, DEMANDS, DEBTS, JUDGMENTS, FINES, PENALTIES, COSTS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) RESULTING FROM INJURY, DISEASE OR DEATH OF ANY PERSON, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, DIRECTLY OR INDIRECTLY CAUSED BY, ARISING OUT OF, OR INCIDENTAL TO THIS AGREEMENT OR ANY ACTS OR OMISSIONS RELATING THERETO. ADDITIONALLY, AQUA SHALL AT ALL TIMES INDEMNIFY, HOLD HARMLESS, AND DEFEND MAXWELL, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY LOSS, COST, DAMAGE, CHARGE, FINE OR EXPENSE WHATSOEVER WHICH ANY SUCH PERSON MIGHT SUFFER OR SUSTAIN OR BECOME LIABLE FOR BY REASON OF ANY FAILURE ON THE PART OF AQUA TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAW APPLICABLE TO ANY ASPECT OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AS TO ANY MATTERS COVERED BY AND ARISING PRIOR TO TERMINATION OF THE AGREEMENT.
- 11. <u>Confidentiality</u>. Aqua acknowledges that access to Maxwell customer accounts under this Agreement will provide Aqua access to personal information of Maxwell customer information that is protected from disclosure under Texas Utilities Code Sec. 182.052. Both Aqua and the Maxwell acknowledge that the Maxwell may disclose otherwise protected customer, personal information to Aqua under Texas Utilities Code Sec. 182.054(6) because Aqua is an entity provides wastewater service for compensation. Notwithstanding Maxwell's ability to share personal information with Aqua, both parties agree that the information contained in the Maxwell customer information system should be protected from disclosure outside of its

use by Aqua and Maxwell to provide water and wastewater service to such customers. As part of this Agreement, Aqua has executed the Confidentiality and Non-Disclosure Agreement attached hereto as **Exhibit "C"**.

- 12. Termination. Either Party to this Agreement may terminate this Agreement for failing to comply with the obligations under this Agreement by providing written notice of termination. The party that fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement is referred to as the "Defaulting Party" and the other party is referred to as the "Non-Defaulting Party." Termination rights may not be invoked under this Agreement until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the default and specifies the actions necessary to cure the default; and (ii) the Defaulting Party fails to cure, within ten (10) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money within a reasonable period of time after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion. The determination of a reasonable period to cure upon receiving a Default Notice and the pursuit of curative actions as referenced herein rests solely with the Non-Defaulting Party.
- 13. <u>Invalidity</u>. If any provision of this Agreement is determined by any regulatory or judicial body to be invalid, in violation of any law or to be contrary to the rules, regulations or orders of such body, or if any party to the Agreement is ordered or required by such body not to comply with any provision of this Agreement, the subject provision automatically and without notice terminates without penalty at the time such order becomes final and subject to appeal.
- 14. <u>No Joint Venture</u>. This Agreement is made for the purpose of facilitating the collection of fees for sanitary sewer services provided by Aqua. No partnership or joint venture is intended or created hereby.
- 15. <u>Term.</u> This Agreement shall be effective as of the date first written above and, unless it is terminated earlier pursuant to any provision of this Agreement, shall extend for a term of ten (10) years from the Effective Date.
- 16. <u>Entire Agreement</u>. This Agreement contains all of the understandings and agreements between the Parties with respect to the subject matter hereof, and the terms and conditions of the Agreement may be changed only by written amendments agreed to by both Parties. This Agreement replaces and supersedes all prior agreements of the Parties with respect to the subject matter hereof.
- 17. <u>Assignment</u>. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns.
- 18. <u>Interpretation</u>. The paragraph, section and subsection headings in this Agreement are solely to facilitate locating provisions and shall not be used in construing the Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

- 19. <u>Subject to Other Laws</u>. This Agreement shall not affect or in any way impair Maxwell's rights and obligations with respect to its customers or the provision of water utility services except as specifically and expressly set forth in this Agreement and as allowed by law. Nothing in this Agreement shall obligate Maxwell to perform any act in violation of state law or any rule of any regulatory agency.
- 20. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic Signatures on this Agreement shall be deemed to be original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

Signatures appear on succeeding pages.

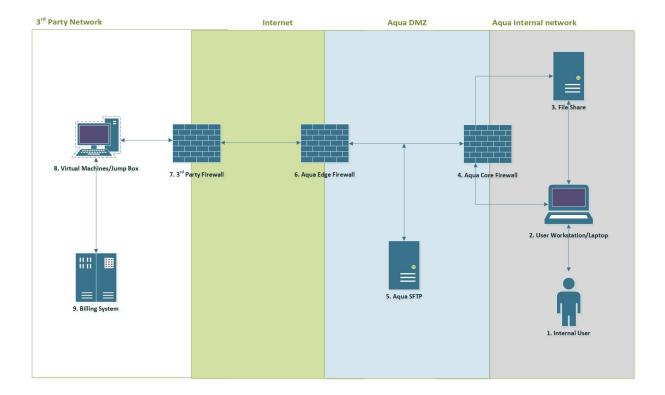
	AQUA TEXAS, INC.
	By:Craig L. Blanchette, President
	Craig L. Blanchette, President
STATE OF TEXAS §	§
COUNTY OF TRAVIS	§
	vledged before me on this day of President of Aqua Texas, Inc., on behalf of the corporation.

Notary Public, State of Texas

MAXWELL SPECIAL UTILITY DISTRICT

	By:	
	Name:	
	Title:	
TATE OF TEVAC	e	
STATE OF TEXAS	8	
COUNTY OF CALDWELL	\$ \$ \$	
COUNTY OF CALDWELL	8	
This instrument was ackn	owledged before me on this	s day of,
by		of the Maxwell Special Utility
District, on behalf of Maxwell Sp	becial Utility District.	
,	3	
	Notary Public, S	State of Texas
	1,0001,100110,1	

Exhibit A



- 1. <u>Internal user:</u> Aqua employee from billing department. The users will work from an Aqua or from home using VPN solution.
- 2. Workstation: Standard Win 10/11 workstation or laptop.
- 3. File share: Aqua file transfer solution will move file from sftp server to internal file share.
- 4. <u>Aqua core firewalls:</u> Traffic (egress/ingress) will flow through firewalls and content filtering solutions.
- 5. **SFTP server:** 3rd party will push file to Aqua's SFTP server. Aqua file transfer solution will move the file from SFTP server to internal file share.
- 6. <u>Aqua edge firewalls:</u> Traffic (egress/ingress) will flow through firewalls and content filtering solutions.
- 7. 3rd party firewalls: Traffic (egress/ingress) will flow through 3rd party firewalls.
- 8. <u>3rd party machine/jump box:</u> A Win 10/11 machine installed on 3rd party network to serve as jump box to CUSI application.
- 9. <u>Billing system:</u> The billing system is located on premise at 3rd party location.
 - Script will run query and automatically push file to Aqua's SFTP server.
 - Or Aqua employees can login to virtual machine and view accounts on 3rd party billing system and manually create report/file extract.

Enterprise Architecture

3rd Party Billing System Access v100

4-3-23

EXHIBIT B



Account Number

ABOITE SEWER 2326971

762 W. LANCASTER AVENUE BRYN MAWR, PA 19010-3489 Toll Free: 877.987.2782 Fax: 866.780.8292 www.aquaamerica.com

10 Day Shut Off Notice COLLECTION DEPARTMENT OFFICE HOURS ARE 8:00 AM - 5:00 PM WEEKDAYS

<u>Date of Notice</u> <u>Shut Off Date</u> <u>Total Amount Due</u> February 11, 2022 February 24, 2022 \$ 151.21

Your bill for \$ _____ is overdue. Because your bill is overdue, we will SHUT OFF service to:

after 8:00 AM on or after February 24, 2022.

To stop the shut off, you must do the following immediately:

- 1. Pay the total amount overdue. To pay by phone, call our toll free number at **866.269.2906** or see the back of the payment stub for all payment options.
- 2. Contact Aqua during normal business hours at **877.987.2782** (Select Collections) to let us know that you made a payment, to make a payment arrangement, or to dispute the overdue bill. You can also contact Aqua at our address above.
- 3. Call **877.987.2782** during normal business hours (Select Collections) if you or someone in your home has a serious illness or a medical condition.

Important Notice: Payments will not be accepted by Aqua representatives visiting the property. To avoid service termination due to unpaid bill(s), you must make payments at an authorized payment location. For the nearest location, please call 877.987.2782 (Select Collections). If we shut off your service, you may have to pay the following charges to have service restored:

Overdue amount: \$ Reconnect Fee: Service Deposit (If required): 0.00

Total if we shut off your service: \$

If your service is shut off for non-payment, after making the required payment you must contact Aqua at 877-987-2782 and schedule to have your service reconnected. Your service will be reconnected in accordance with your state approved utility regulations. In most cases service will not be restored until the next business day *following the day your required payment amount was confirmed.*

* For wastewater service, in the event that your property does not have a service shut off valve installed, Aqua will install one in order to perform the shut off for non-payment. Your costs of installation will be the actual costs for equipment and installation of the shut off valve. In this case the fee charged to your account is estimated to be \$800.

RETURN THIS PORTION WITH YOUR PAYMENT Account Number An & Essential Utilities Company MAKE CHECK PAYABLE TO: Agua IN 762 W. Lancaster Avenue • Bryn Mawr, PA 19010-3489 URGENT NOTICE - OPEN IMMEDIATELY PAST DUE TOTAL AMOUNT DUE **PAY NOW** Please do not remit payment to the above address Cyc=24IB 1up=3558226 EC: TERM Sea=2583 Amount Enclosed allinilidigadhilladdhalladadaaaallinnillada PO BOX 70279 PHILADELPHIA PA 19176-0279 <u>իրկ||իդրթինոննո||ինորթիսիր|||||իՍ||իՍեկ|Ս||ի</u>

Important Customer Information



Toll Free: 877.987.2782 Fax: 866.780.8292 AguaAmerica.com

Customer Information: Please notify our Customer Service Department immediately upon any changes of occupancy, ownership or mailing address, as the customer is responsible for all charges until we are notified. If your bill is based on zero usage, there may be a problem with your meter reading equipment. If there is a problem with your meter reading equipment, you will be responsible for the water usage or leakage not reported on this bill. Please call customer service if you have any questions or to have your meter reading equipment serviced.

Applicable rates, rules and regulations under which service is furnished are on file at the office address listed above.

Complaints: We welcome the opportunity to work with you and attempt to resolve any concerns you may have. Please contact our Customer Service Department Toll Free: 877.987.2782. If you are not satisfied with our response to your inquiry, you have the option of contacting the

Payment Options:

accepts the following payment options:

Pay by mail to:
PO Box 70279
Philadelphia, PA 19176-0279
Pay by phone at 866.269.2906 24/7 for a fee to the customer.
For a listing of you local Western Union payment agencies, please visit us on our website AquaAmerica.com.

Free Payment Option

WaterSmart e-Billing: Switch to paperless billing today. Enjoy the convenience of viewing and paying your bill online. Visit us at AquaAmerica.com to sign up today!

Rates and Charges

Customer Charge: Monthly Flat rate for residential sewer service.

Non-Penalty Period and Late Payment Charges:

Charges become delinquent if not paid by the due date. If any portion of the current bill charges remain unpaid after the bill becomes delinquent, a late payment charge will be added to your sewer bill in the amount of 10% of the first \$3.00 plus 3% of the excess over \$3.00.

is an Essential Utilities Inc. company (NYSE:WTRG). For more information, visit our website at AquaAmerica.com.



View your account, pay your current bill, check your daily balance, sign up for paperless billing, make a one-time payment.



(Scan with smartnhone

Save time and cut clutter with paperless billing!

Enroll today in WaterSmart e-Billing. You can cut the clutter of a paper bill, and we'll notify you by email when your bill is available to view online. It's simple, secure, and free of charge.

Visit AquaAmerica.com for more details or use your smartphone camera to link directly to the site.

You will need your 16 digit account number and mailing address ZipCode printed on the front of your statement.

EXHIBIT C

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (the "NDA") is entered into on October 12, 2022, by Aqua Texas, Inc. ("Aqua") and Maxwell Special Utility District for the purpose of Aqua being authorized to access Maxwell's utility files and records under the terms of the Sewer Disconnect and Information Sharing Agreement ("the Agreement") concurrently executed between Aqua and Maxwell on April ____ 2023.

WHEREAS, Aqua owns and operates a sanitary wastewater collection, treatment and effluent disposal system in Caldwell County, Texas (the "Wastewater System"), which services customers in the Sunset Oaks Subdivision (the "Subdivision");

WHEREAS, Aqua desires to have access to Maxwell utility records which includes personal information in Maxwell customer account records:

WHEREAS, Aqua provides wastewater service for compensation to their customers to their Wastewater System within the Subdivision; and

WHEREAS, the parties desire to set forth their agreement with respect to the use, disclosure and non-circumvention of such personal information in Maxwell customer accounts.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. CONFIDENTIAL and PROPRIETARY INFORMATION

Aqua understands that Maxwell, as part of its governmental functions, operates a water system and maintains personal information of utility customers. Maxwell maintains both paper and electronic records containing such information (hereinafter "Confidential and Proprietary Information"). In performance of the "Agreement, Aqua will have access to Confidential and Proprietary Information held by Maxwell in its operation as a utility provider.

2. PROTECTION OF CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

- a. Aqua agrees not to disclose the Confidential and Proprietary Information of Maxwell or to use such Confidential and Proprietary Information for any purpose other than as permitted in writing by Maxwell, by this NDA and by the Agreement. Aqua agrees to protect the Confidential and Proprietary Information of Maxwell from disclosure to anyone other than those persons in its employ that have a need for the Confidential and Proprietary Information for the purposes of the Agreement.
- b. Aqua warrants and represents that it has and will maintain in effect for so long as it retains Confidential and Proprietary Information adequate administrative, technical, and physical safeguards to: (i) ensure the security and confidentiality of Confidential and Proprietary Information, (ii) protect against any anticipated threats or hazards to the security or integrity of the Confidential and Proprietary Information, and (iii) protect against unauthorized access to or use of Confidential and Proprietary Information that could result in substantial harm or

inconvenience to any individual or entity to which the Confidential and Proprietary Information refers. Aqua further agrees promptly to advise Maxwell in writing of any unauthorized misappropriation, disclosure, or use by any person or entity of the Confidential and Proprietary Information that comes to its attention and to take all steps reasonably requested by Maxwell to limit, stop, or otherwise remedy such misappropriation, disclosure, or use.

c. Aqua understands that misuse of Confidential and Propriety Information by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of its performance of the Agreement for any purpose other than those purposes directly related to the Agreement may subject Aqua to administrative and criminal penalties.

3. EXCEPTIONS

If the Aqua becomes subject to a legal obligation to disclose any Confidential and Proprietary Information, it shall give Maxwell notice thereof prior to disclosure to allow Maxwell to seek a protective order or to waive the duty of confidentiality.

4. <u>RETURN OF MATERIALS</u>

Except for customer data relating to Subdivision customers served by Aqua's Wastewater system, any data or other materials, including copies, furnished to or obtained by the Aqua pursuant to this NDA or the Agreement shall be promptly returned to Maxwell immediately upon the termination of the Agreement or upon request of Maxwell or its representatives.

5. <u>INJUNCTIVE RELIEF</u>

The unauthorized disclosure or use of any Confidential and Proprietary Information may cause immediate and irreparable injury, which could not be adequately compensated by monetary damages to Maxwell. If Maxwell believes that there has been unauthorized disclosure or use, or threat of unauthorized disclosure or use, of any Confidential and/or Proprietary Information by Aqua, Maxwell shall have the right to seek any temporary or permanent injunctive relief necessary to prevent such disclosure or use, or threat of disclosure or use, or such circumvention, or competition in addition to other available remedies.

6. GENERAL PROVISIONS

- a. This NDA shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue for any disputes arising from this NDA will be in Travis County.
- b. The provisions of this NDA that by their sense and context are meant to survive the termination of this NDA or the termination of any business relationship between the parties, shall so survive.
- c. This NDA is and shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns and may not be modified except in a writing signed by the parties.
- d. If any provision of this NDA is invalid or unenforceable under applicable law, that

provision shall be enforced to the maximum extent allowable and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by signing below attest to reading and understanding this NDA, agree to the terms within, and desire to continue as a party to the Agreement.

AQUA TEXAS, INC.

		D
		By: Craig L. Blanchette, President
STATE OF TEXAS	§	
COUNTY OF TRAVIS	\$ \$ \$	
This instrument was by Craig L. Blan	acknowledged achette, Preside	before me on this day of, ent of Aqua Texas, Inc., on behalf of the corporation.
		Notary Public, State of Texas
		MAXWELL SPECIAL UTILITY DISTRICT
		By:
STATE OF TEXAS	§ § §	
COUNTY OF CALDWELI	. §	
		before me on this day of, er, on behalf of Maxwell Special Utility District.
		Notary Public, State of Texas

RECLAIMED WATER SERVICES AGREEMENT

(Sunset Oaks and Hemphill Wastewater Treatment Plants)

This **RECLAIMED WATER SERVICES AGREEMENT** (this "<u>Agreement</u>") is made and entered into as of the last date of execution below (the "<u>Effective Date</u>") by and between **Aqua Texas, Inc.**, a Texas corporation ("<u>Aqua</u>") and **Maxwell Special Utility District**, a conservation and reclamation district of the State of Texas ("<u>MSUD</u>"). Aqua and MSUD are individually referred to herein as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

RECITALS

- 1. Aqua is the owner and operator of the "Sunset Oaks Wastewater Treatment Plant Facilities" pursuant to Permit No. WQ-15293001 issued by the Texas Commission on Environmental Quality, and is a party to a contract providing for the transfer of Permit No. WQ0016112001, upon receipt of which Aqua will construct, own and operate the "Hemphill Wastewater Treatment Plant Facilities". The Sunset Oaks Wastewater Treatment Plant Facilities and Hemphill Wastewater Treatment Plant Facilities are collectively referred to herein as the "WWTP Facilities."
- 2. MSUD is a special utility district that provides retail water service to customers in its certificated service territory.
- 3. The certificated sewer service territory of Aqua served by the WWTP Facilities overlaps the certificated water service territory of MSUD.
- 4. Aqua has requested that MSUD provide retail water customer usage and billing information to Aqua in the overlapping service territory to facilitate wastewater billing by Aqua, and Aqua has further requested that MSUD terminate water service to customers in the overlapping territory who fail to provide payment to Aqua for sewer service or fail to otherwise act in accordance with the requirements of Aqua's Tariff.
- 5. Simultaneously herewith, the Parties are entering into a "Sewer Disconnect and Information Sharing Agreement" setting forth the terms and conditions pursuant to which MSUD has agreed to provide the requested customer usage and billing information, and termination services, to Aqua for its retail water customers in the overlapping service territory.
- 6. As partial consideration for the services to be provided by MSUD under the Sewer Disconnect and Information Sharing Agreement, MSUD has requested that Aqua make available to MSUD reclaimed water produced from the WWTP Facilities.
- 7. The Parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which Aqua shall make available to MSUD reclaimed water produced from the WWTP Facilities.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Aqua and MSUD agree as follows:

ARTICLE I DEFINITIONS

<u>Section 1.01</u> <u>Definitions of Terms.</u> In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

"Agreement" means this Reclaimed Water Service Agreement.

"Approvals" shall mean any and all permits, clearances, licenses, visas, authorizations, consents, decrees, waivers, privileges, filings, exemptions or approvals of any Person or any federal, state, city, county, local or regional authorities, departments, bodies, commissions, corporations, branches, agencies, courts, tribunals, judicial authorities, legislative bodies, administrative bodies or regulatory bodies.

"Delivery Point" means the point at which the Reclaimed Water Delivery System connects to treated wastewater outfall line for each of the WWTP Facilities, which shall be a point mutually approved by the Parties for each of the WWTP Facilities generally located at the intersection of the treated wastewater effluent outfall line and the perimeter boundary of the tract on which each of the WWTP Facilities is located.

"Effective Date" means the date this Agreement has been executed by both MSUD and Aqua.

"Emergency" means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of Aqua. The term includes Force Majeure Events and acts of third parties that cause the Aqua to be unable to provide the Reclaimed Water Services.

"Environmental Laws" means all present and future federal, state, and local laws, ordinances, regulations, standards, rules, governmental requirements and policies, administrative rulings, court judgments and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Without limiting the generality of the foregoing, Environmental Laws include the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136, et seq., and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, et seq., and all regulations adopted thereunder and all state and local analogs. In addition to the foregoing, Environmental Laws also means and includes all voluntary cleanup programs and/or brownfields programs under federal, state, or local law, and all requirements imposed by any applicable environmental permit.

"Force Majeure Events" shall mean all events and occurrences which (i) arise after the date hereof, (ii) are beyond the reasonable control of the Party claiming Force Majeure, and (iii) prevent total or partial performance by any Party of this Agreement. Such events shall include, without limitation, acts of God, war, acts of civil disobedience, political disturbances, fire or other casualty, pandemics, adverse weather conditions (such as, by way of illustration and not of limitation, floods or severe rain storms, prolonged below freezing temperatures, or tornadoes), earthquakes, labor action, strikes or similar acts, moratoriums

or regulations or actions by governmental authorities, Emergencies, and other events that are generally accepted as Force Majeure Events in commercial practice.

"Hazardous Materials" means any substance, chemical, material, or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "regulated substance," "contaminant," or "pollutant" (or words of similar import) within the meaning of or regulated or addressed under any Environmental Law.

"Meters" shall mean any meters for measurement of the volume of Reclaimed Water to be supplied at a Delivery Point.

"Party" shall mean a party to this Agreement and its successor and permitted assigns.

"Permit(s)" means Permit No. WQ-15293001 or Permit No. WQ0016112001, as applicable.

"Person" shall mean any natural person, corporation, company, partnership, limited liability company, joint venture, trust, unincorporated organization, organization, association, sole proprietorship, government (or any agency, instrumentality or political subdivision thereof, including autonomous and quasi-autonomous entities) or other entity.

"Point of Connection Facilities" shall have the meaning set forth in Section 3.03 of this Agreement.

"Reclaimed Water" shall mean wastewater effluent treated in accordance with the Permits.

"Reclaimed Water Delivery System" shall mean all structures, treatment facilities, reclaimed water supply pipelines, pumps, meters, and appurtenances constructed by or on behalf of MSUD to receive, transport and use the Reclaimed Water for its intended purposes.

"Reclaimed Water Services" means the treatment of wastewater at each of the WWTP Facilities in accordance with the applicable Permit, and the subsequent transmission of the Reclaimed Water to the applicable Delivery Point.

"Regulatory Requirements" shall mean all applicable requirements and provisions of federal, state, city, county and local constitutions, laws, statutes, rules, regulations and ordinances enacted or issued from time to time, including all applicable sections of the Texas Water Code, TAC, and the rules and regulations of TCEQ, and all judicial and administrative orders, permits, judgments and decrees of any governmental authority having jurisdiction concerning the matters contained herein issued from time to time.

"Sewer Disconnect and Information Sharing Agreement" shall have the meaning set forth in the Recitals to this Agreement.

"TAC" shall mean the Texas Administrative Code.

"Term" shall mean the period commencing on the date hereof and terminating on the expiration or termination date of this Agreement.

<u>Section 1.02</u> <u>Captions</u>. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II PROVISION OF RECLAIMED WATER SERVICES

<u>Section 2.01</u> <u>Reclaimed Water Services</u>. Aqua hereby agrees to make available to MSUD all Reclaimed Water produced from the WWTP Facilities in accordance with the terms and conditions of this Agreement, all as hereafter specified. Aqua will supply and deliver the Reclaimed Water to MSUD at each Delivery Point in accordance with the terms of this Agreement, including the nomination procedure set forth in <u>Section 2.07</u> below.

Section 2.02 Quantity.

- a. Subject to the terms of this Agreement, Aqua agrees to provide Reclaimed Water Services and make available to MSUD all available Reclaimed Water nominated by MSUD, but Aqua shall have no minimum supply obligation. In all cases, the quantity of Reclaimed Water Services and volume of Reclaimed Water available at a Delivery Point will be limited to the quantity of Reclaimed Water produced by each the WWTP Facilities and discharged into the outfall line(s).
- b. In no event will MSUD be obligated to accept or take Reclaimed Water in any minimum amounts of Reclaimed water, and the quantity of Reclaimed Water accepted by MSUD shall at all times be determined in MSUD's sole discretion.

Section 2.03 Flow Rates and Pressures. Aqua shall have no obligation to deliver the Reclaimed Wastewater at any minimum flow rate, volume or pressure, and the Reclaimed Water shall be made available at each Delivery Point at the volumes, pressures and flow rates discharged from each of the WWTP Facilities into the applicable outfall line. MSUD shall be solely responsible for constructing any improvements as part of the Reclaimed Water Delivery System required to pump or transport the Reclaimed Water at any desired volume, pressure or flow rate.

Section 2.04 Reclaimed Water Quality Standards.

- a. Aqua shall produce Reclaimed Water meeting the quality criteria specified in the Permits, as determined in accordance with the sampling requirements specified in each Permit. It is specifically acknowledged and agreed that Aqua shall have no obligation to deliver Reclaimed water that meets the requirements for beneficial reuse set forth in 30 TAC Chapter 210 or any other Regulatory Requirements applicable to MSUD's intended uses. MSUD shall be solely responsible for providing any additional treatment of the Reclaimed Water that may be required for its intended uses of the Reclaimed Water. The Parties expressly agree that by meeting the quality criteria specified in the Permits, Aqua shall have met its standard of care for all purposes under this Agreement.
- b. In the event that Aqua determines the quality of Reclaimed Water produced by either of the WWTP Facilities does not meet the requirements of the applicable Permit (due to plant upsets, Emergencies or other circumstances), Aqua shall provide written notice thereof to MSUD as soon as practicable. In such an event, Aqua shall have the right to immediately suspend the delivery of Reclaimed Water through the Delivery Point whenever such suspension is necessary in order to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of any person or violation of the Permit. If delivery of Reclaimed Water is suspended, Aqua shall address the cause as soon as practicable and delivery of Wastewater shall resume after the quality of the Reclaimed Water achieves compliance with the Permit.

Section 2.05 Title to and Responsibility for Reclaimed Water; Delivery Point.

- a. Title to the Reclaimed Water shall remain with Aqua at all times until it reaches the Delivery Point. The Reclaimed Water shall be owned, possessed, and controlled by MSUD after it passes a Delivery Point, and title to such Reclaimed Water shall immediately and automatically vest in MSUD when it enters the Reclaimed Water Delivery System. This subsection shall not preclude MSUD from delegating to contractors and others responsibility for the operation and/or maintenance of the Reclaimed Water Delivery System.
- b. MSUD shall be solely responsible for conveying Reclaimed Water from each Delivery Point to MSUD's intended places of use.
- Section 2.06 Commencement of Supply. After construction of the Reclaimed Water Delivery System and connection thereof by MSUD to the WWTP Facilities outfall line at each Delivery Point, MSUD shall notify Aqua at least thirty (30) days in advance of the date when it desires to receive Reclaimed Water at the Delivery Point hereunder.
- Section 2.07 Nomination Procedure for Annual Quantity. Upon the Point of Connection Facilities being placed in service, MSUD shall specify the quantity of Reclaimed Water that it desires for the remainder of that calendar year. On or before November 1 of each year thereafter during the Term, MSUD shall deliver to Aqua a notice that nominates the annual quantity of Reclaimed Water that it expects to acquire during the twelve-month period commencing on January 1 of the following year. Subject to Force Majeure and Emergencies, Aqua agrees to make available to MSUD the amount nominated but Aqua shall never be obligated to provide Reclaimed Water Services in a quantity that exceeds the quantity of Reclaimed Water produced by the applicable WWTP Facilities.
- <u>Section 2.08</u> <u>Regulatory Requirements.</u> In the event any permits or Approvals are applicable to the Reclaimed Water Services to be made available under this Agreement, MSUD shall be solely responsible for securing such permits and Approvals. Aqua shall reasonably cooperate with respect thereto, but shall be under no obligation to incur any costs or expenses in connection therewith.
- <u>Section 2.09</u> <u>Rates, Fees and Charges.</u> As partial consideration for the services provided by MSUD under the Sewer Disconnect and Information Sharing Agreement, Aqua shall not charge, and MSUD shall have no obligation to pay, any rates, fees or charges to MSUD for the Reclaimed Water Services made available by Aqua under this Agreement.
- Section 2.10 Use of Surplus Reclaimed Water by Aqua. Until such time as MSUD has nominated a quantity of Reclaimed Water, Aqua shall be entitled to use or make available the Reclaimed Water for any other purpose determined in Aqua's sole discretion. Similarly, if the quantity of Reclaimed Water nominated by MSUD for either of the WWTP Facilities is less than the quantity of Reclaimed Water produced by such facilities, Aqua may utilize the excess Reclaimed Water for any purpose determined by Aqua.

ARTICLE III RECLAIMED WATER DELIVERY SYSTEM

Section 3.01 Design, Construction and Operation of the Reclaimed Water Delivery System. MSUD shall be solely responsible for funding, design and construction of the Reclaimed Water Delivery System, and any necessary improvements to the WWTP Facilities, including securing all permits and regulatory

Approvals applicable thereto.

<u>Section 3.02</u> <u>Real Property Interests.</u> MSUD shall be solely responsible for securing all real property interests required for the Reclaimed Water Delivery System at its sole cost and expense. Except as otherwise agreed by Aqua, the Delivery Point will not be located within the fenced perimeter boundary of the real property owned by Aqua in which each of the WWTP Facilities are located, and Aqua shall be under no obligation to grant to MSUD any real property interest or access rights to the real property on which the WWTP Facilities are located.

Section 3.03 Point of Connection Facilities.

- a. All point of connection improvements to be constructed by MSUD that connect to Aqua's outfall line at the WWTP Facilities (the "<u>Point of Connection Facilities</u>") will be designed by a qualified registered professional engineer selected by MSUD. Prior to the commencement of construction of the Point of Connection Facilities, the design will be subject to the approval of Aqua and all governmental agencies with jurisdiction.
- b. The Point of Connection Facilities will be constructed by a qualified contractor selected by MSUD and approved by Aqua, which approval shall not be unreasonably withheld. The Point of Connection Facilities will be constructed, and all related equipment, materials and supplies will be acquired by MSUD, and all construction contracts and other agreements will contain provisions to the effect that any contractor, materialman or other party thereto will look solely to MSUD for payment for all sums coming due thereunder and that Aqua will have no obligation whatsoever to any such party.
- c. The Point of Connection Facilities will be constructed in a good and workmanlike manner and all material used in such construction will be substantially free from defects and fit for their intended purpose. At its cost and expense, Aqua may have an on-site inspector inspect and approve the construction, which approval will not be unreasonably withheld or delayed. In the event Aqua elects to inspect any portion of the Point of Connection Facilities, Aqua will notify MSUD of any construction defects coming to its attention as soon as practicable. Aqua's inspection of the Point of Connection Facilities, or election to not inspect the Point of Connection Facilities, shall not be construed as any determination by Aqua that MSUD has constructed the facilities in accordance with the plans and specifications, and shall not impact or alter MSUD's warranty obligations hereunder.
- d. MSUD will promptly pay, or cause to be paid, the costs of the Point of Connection Facilities as they become due, including, without limitation, all costs of design, engineering, materials, labor, construction and inspection arising in connection with the Point of Connection Facilities; all payments arising under any contracts entered into for the construction of the Point of Connection Facilities; all costs incurred in connection with obtaining governmental Approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Point of Connection Facilities; and all out-of-pocket expenses incurred in connection with the construction of the Point of Connection Facilities.
- Section 3.04 Metering Facilities. At either Party's option, a Meter may be installed at the Delivery Point to measure the quantity of Reclaimed Water delivered through the Delivery Point. MSUD shall be solely responsible for costs of purchase and installation of the Meter(s). Both Parties shall have the right to observe, inspect and calibrate the Meter(s) at their sole cost and expense.

Section 3.05 Operation and Maintenance. MSUD shall be solely responsible for ownership, operation,

maintenance and repair of the Reclaimed Water Facilities, including the Point of Connection Facilities. Notwithstanding the foregoing, if MSUD fails to take action with respect to proper operation, maintenance or repair of the Point of Connection Facilities that may endanger public health or safety or cause Aqua to be in potential violation of any Regulatory Requirements, Aqua may take such action as may be reasonably necessary to mitigate such risk or potential regulatory violation including physically suspending the delivery of Reclaimed Water at the Delivery Point until it is corrected.

Section 3.06 Required Insurance.

- a. MSUD shall require that all workers involved with the installation and construction of the Point of Connection Facilities are covered by workers' compensation insurance as required by the laws of the State of Texas. MSUD shall also procure and maintain, at its own cost, or require that its contractors procure and maintain the Employers Liability, General Liability and Automobile Liability insurance, not less than the limits more fully described below. Insurance policies required under this Agreement, except for Workers' Compensation, must be endorsed to name Aqua and its employees, directors, officers and agents as additional insureds and to make such insurance primary with respect to any insurance which may be carried by Aqua. The insurers must be responsible insurance companies authorized and qualified to do business in Texas and otherwise satisfactory to Aqua.
- b. Prior to the commencement of construction of any Point of Connection Facilities and receipt of Reclaimed Water, the MSUD will furnish, or cause to be furnished, to Aqua, Certificates of Insurance (or risk pool coverage), or letters or other documentation from the insurer or risk pool, which evidence insurance coverages complying with this Agreement. Each certificate must provide for thirty (30) days prior notice (to be sent by registered or certified mail, with return receipt requested) to Aqua of any cancellation or amendment of the insurance coverage. Such insurance shall remain in effect for the Term of this Agreement.
- c. The minimum types and amounts of insurance (or risk pool coverage) shall be as follows:

Type of Coverage	Minimum Limits
Workers' Compensation	Statutory
Employer's Liability	\$100,000 per accident \$500,000 policy limit \$100,000 per employee
Commercial General Liability	\$2,000,000 Combined single limit bodily injury and property damage, each occurrence and aggregate
Automobile Liability Combined single limit, each occurrence	\$1,000,000
Umbrella Liability	\$5,000,000 Combined single limit bodily injury and property damage, each occurrence and aggregate

ARTICLE IV SUBSEQUENT USE OF RECLAIMED WATER

<u>Section 4.01</u> <u>MSUD Responsibility</u>. MSUD shall be solely responsible for use of the Reclaimed Water after it passes through a Delivery Point by MSUD or any Person to whom MSUD furnishes the Reclaimed Water.

Section 4.02 Environmental Compliance. MSUD shall be solely responsible for complying with all Environmental Laws applicable to the Reclaimed Water after it passes through a Delivery Point with respect to use by MSUD or any Person to whom MSUD furnishes the Reclaimed Water, including all requirements for notification regarding the presence of or any releases of Hazardous Materials.

<u>Section 4.03</u> <u>Regulatory Approvals</u>. MSUD shall be solely responsible for securing all permits and Approvals, and complying with all Regulatory Requirements, applicable to any receipt or use of the Reclaimed Water.

<u>Section 4.04</u> <u>Additional Treatment</u>. MSUD or its customers shall be solely responsible for any additional treatment of the Reclaimed Water required for the intended uses thereof.

ARTICLE V REPRESENTATIONS AND WARRANTIES

<u>Section 5.01</u> <u>Representations and Warranties of Aqua.</u> Aqua represents and warrants to MSUD as follows:

(1) Aqua is duly organized, validly existing and has an active status under the laws of the State of Texas, and is duly qualified to do business in the State of Texas. Aqua has the power and authority to enter into this Agreement and to perform the terms and conditions of this Agreement subject to receipt any required regulatory Approvals.

<u>Section 5.02</u> <u>Representations and Warranties of MSUD.</u> MSUD represents and warrants to Aqua as follows:

- (1) MSUD has the power and authority to enter into this Agreement and subject to receipt of approval of all regulatory Approvals, to perform its obligations under this Agreement.
- (2) Prior to receipt of the Reclaimed Water, MSUD will secure any and all regulatory required Approvals applicable to the delivery and receipt of Reclaimed Water, and for its intended use.

Section 5.03 <u>Disclaimer of Warranties</u>. THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE GOODS AND SERVICES BEING PROVIDED UNDER THIS AGREEMENT BY AQUA ARE BEING OFFERED "AS IS".

Section 5.04 Indemnification by Aqua. TO THE FULLEST EXTENT AUTHORIZED BY LAW, AQUA SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS MSUD, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS,

DEMANDS, DEBTS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, JUDGMENTS, FINES, PENALTIES, LIABILITIES, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS INCURRED BY MSUD ARISING OUT OF OR RELATING TO THE BREACH OF ANY AGREEMENT, WARRANTY OR REPRESENTATION OR OTHER OBLIGATION OF AQUA UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THIS INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY DAMAGES INCURRED BY MSUD AS A DIRECT RESULT OF ITS GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. This indemnity shall survive the termination of this Agreement and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, representatives and assigns. This indemnity shall survive the termination of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, representatives and assigns.

Section 5.05 Indemnification by MSUD. TO THE FULLEST EXTENT AUTHORIZED BY LAW, MSUD SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS AQUA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DEBTS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, JUDGMENTS, FINES, PENALTIES, LIABILITIES, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS (COLLECTIVELY "DAMAGES") INCURRED BY AQUA ARISING OUT OF OR RELATING TO ANY OF THE FOLLOWING: (I) THE BREACH OF ANY AGREEMENT, WARRANTY OR REPRESENTATION OR OTHER OBLIGATION OF MSUD UNDER THIS AGREEMENT; (II) CONSTRUCTION OR OPERATION OF THE RECLAIMED WATER DELIVERY FACILITIES; (III) ANY CLAIM FOR PROPERTY DAMAGE OR PERSONAL INJURY ASSOCIATED WITH THE RECLAIMED WATER AFTER IT PASSES THROUGH A DELIVERY POINT, INCLUDING IN CONNECTION WITH ANY BENEFICIAL REUSE OF THE RECLAIMED WATER BY MSUD OR ITS CUSTOMERS; OR (IV) FINES OR PENALTIES INCURRED BY AQUA ARISING OUT OF RECEIPT, STORAGE, TRANSMISSION OR USE OF THE RECLAIMED WATER BY MSUD OR THIRD PARTIES; PROVIDED, HOWEVER, THAT THIS INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY DAMAGES INCURRED BY AQUA AS A DIRECT RESULT OF ITS GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. This indemnity shall survive the termination of this Agreement and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, representatives and assigns. This indemnity shall survive the termination of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, representatives and assigns.

ARTICLE VI FORCE MAJEURE

Section 6.01 Notification Obligations. In the event a Party claims a Force Majeure Event hereunder, such Party shall promptly, but in no event more than seven (7) days after it knows or should have known of the occurrence of the Force Majeure Event, give the other Party a brief written notice of the Force Majeure Event. By not later than twenty (20) days after such notice, the Party shall provide to the other Party a second, more detailed notice describing the details of the occurrence and the anticipated length of delay due to the Force Majeure Event. The Party claiming the Force Majeure Event shall give notice to the other Party of (i) the cessation of the relevant Force Majeure Event and (ii) the cessation of the effects of such Force Majeure Event on the performance by it of its obligations under this Agreement as soon as practicable after becoming aware of each of (i) and (ii) above.

<u>Section 6.02</u> <u>Duty to Mitigate</u>. The Parties shall use their reasonable efforts to mitigate the effects of such Force Majeure Event and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the Force Majeure Event.

Section 6.03 Delay Caused by Force Majeure Event. Neither Party shall be responsible or liable for or deemed in breach of this Agreement because of any failure or delay in complying with its obligations under or pursuant to this Agreement to the extent that such failure has been caused, or contributed to, by one or more Force Majeure Events or its effects or by any combination thereof.

ARTICLE VII TERM, TERMINATION, DEFAULT, REMEDIES

Section 7.01 Term.

- a. Unless sooner terminated by mutual written agreement of the Parties, this Agreement shall be effective on the date set forth in the first paragraph of this Agreement and shall continue in effect for an initial period of ten (10) years (the "<u>Term</u>").
- b. In the event of termination of the Sewer Disconnect and Information Sharing Agreement for any reason, this Agreement shall automatically terminate simultaneously therewith.

<u>Section 7.02</u> <u>Aqua Remedies</u>. If MSUD fails or refuses to timely comply with any of its obligations hereunder, or if, MSUD's representations, warranties or covenants contained herein are not true or have been breached, Aqua will have the right to enforce this Agreement, after providing notice and opportunity to cure in accordance with <u>Section 7.04</u> below, by any remedy at law or in equity or under this Agreement to which it may be entitled.

<u>Section 7.03</u> <u>MSUD Remedies</u>. If Aqua fails or refuses to timely comply with any of its obligations hereunder, or if, Aqua's representations, warranties or covenants contained herein are not true or have been breached, MSUD will have the right, after providing notice and opportunity to cure in accordance with <u>Section 7.04</u> below, to enforce this Agreement by any remedy at law or in equity.

Section 7.04 Notice and Opportunity to Cure. If either Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Party (referred to herein as the "Non-Defaulting Party") may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within ten (10) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence the cure of any matters specified in the Defaulting Party's receipt of the Defaulting Party's receipt of the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion.

Section 7.05 Consequential Damages. Notwithstanding any provision herein to the contrary, each Party waives all present and future claims for special and consequential damages against the other Party arising from or related to this Agreement. Such waiver shall survive any termination or expiration of this Agreement.

ARTICLE VIII GENERAL PROVISIONS

<u>Section 8.01</u> <u>Assignability</u>. Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, each Party consents to the assignment by the other Party to

any affiliate of the other Party, or to any entity that acquires substantially all of the assets of the other Party.

<u>Section 8.02</u> <u>Amendment</u>. This Agreement may be amended or modified only by written agreement duly authorized and executed by MSUD and Aqua.

<u>Section 8.03</u> <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties relating to the subject matter hereof.

<u>Section 8.04</u> <u>Applicable Law</u>. This Agreement will be construed under and in accordance with the laws of the State of Texas.

<u>Section 8.05</u> <u>Venue</u>. All obligations of the Parties created in this Agreement are performable in Hays County, Texas, and venue for any action arising under this Agreement will be in Hays County, Texas.

<u>Section 8.06</u> <u>No Third-Party Beneficiaries</u>. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

<u>Section 8.07</u> <u>Notices.</u> Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by the other party and must be either: (1) delivered by hand delivery; or (2) mailed by certified mail, postage prepaid, return receipt requested, to the address indicated below, or to such other addresses as may hereafter be furnished in writing by any Party to the other Party, and such notice shall be deemed to have been given as of the date so delivered or when return receipt is signed or delivery is refused:

To MSUD:

Maxwell Special Utility District 216 Main Street Maxwell, TX 78656

To Aqua:

Aqua Texas, Inc. 1106 Clayton Lane, Suite 400W Austin, Texas 78723 Attn: President

With copy to:

Aqua Texas, Inc. Office of General Counsel 762 W. Lancaster Avenue Bryn Mawr, PA 19010

Section 8.08 Consents and Approvals. Wherever this Agreement requires any Party, or its agents or

employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 8.09 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

<u>Section 8.10</u> <u>State Approval; Compliance with TCEQ Rules</u>. The Parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the Parties agree to cooperate to modify this Agreement in order to affect such compliance but neither Party shall be obligated to incur any costs or expenses in connection therewith.

<u>Section 8.11</u> Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the authority to execute the document in the capacity shown on this document. Each of the Parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

<u>Section 8.12</u> <u>Counterpart Execution</u>. This Agreement may be executed in multiple counterparts, including, without limitation, facsimile or electronic counterparts, each of which shall constitute an original, and all of which, taken together shall constitute one and the same agreement.

<u>Section 8.13</u> <u>Other Agreements</u>. Nothing in this Agreement shall be construed as amending, modifying or limiting the rights and obligations of the parties under other agreements between the Parties.

AQUA TEXAS, INC., a Texas corporation:

By:	
Name:	Craig L. Blanchette
Title:	President
Date:	

MAXWELL SPECIAL UTILTY DISTRICT, a conservation and reclamation district of the State of Texas:

	By:
	Name:
	Title:
	Date:
S	
Secretary	

TRI-COMMUNITY WATER SUPPLY CORP.

P.O. Box 11 • 92 Ward St. Fentress, TX 78622 Office (512) 488-2573 tricommunitywater@gmail.com

5/3/2023

Mediator State Office of Administrative Hearings Attn: Deputy Chief Administrative Law Judge Vasu Behara

Re: Docket Number 473-23-12117. WS; Public Utility Commission of Texas No. 54266

Dear Judge Vasu Behara,

After extensive deliberation, Tri-Community WSC (TCWSC) will agree to pay half of the invoiced expense(s) incurred by Maxwell SUD (Maxwell) to file the amended boundaries not to exceed \$2,500 upon agreement to the following conditions.

- Reviewing a proposed amended CCN map reflecting the entire service area (CCN) belonging to Maxwell & TCWSC,
- Upon receiving a copy of the official filing of the agreed to amended CCN boundaries,
- Ensuring the release of all claims to all service areas in conflict with Maxwell back into TCWSC's service area.

In addition to the terms on page 1, Maxwell and Tri-Community agree to the following:

- Maxwell agrees to file a motion to abate upon the pproval by the respective boards of Maxwell
 and TCWSC of a settlement agreement that memorializes the terms of this term sheet.
- Maxwell will dismiss its petition for a cease and desist order upon receipt of the above invoiced expense(s) incurred by Maxwell not to exceed \$2,500.
- Maxwell consents to TCWSC continuing to provide service to the subject properties.
- Maxwell will prosecute an amendment of its CCN to remove the subject properties from Maxwell's CCN and include them in TCWSC's CCN. Maxwell shall file its application for amendment no later than 24 months from the date of board approval of this settlement agreement, unless otherwise extended by agreement between Maxwell and TCWSC.

AGREED AS TO SUBSTANCE:

Tri-Community

Maxwell SUD Shara T

Maxwell Special Utility District Balance Sheet

As of April 30, 2023

	Apr 30, 23
ASSETS	
Current Assets	
Checking/Savings 11201 · First Lockhart SUD -4781 11600 · Broadway Waterfund Svngs-3932	249,770.20
11600.2 · Water Acquisition 11600.1 · Water Fund	693,133.00 1,134,392.57
11600 · Broadway Waterfund Svngs - 3932 - Other	735,265.67
Total 11600 · Broadway Waterfund Svngs - 3932	2,562,791.24
11000 · Broadway SUD Operating - 3305	10,935,582.91
11100 · Broadway SUD GM Checking - 1253	1,640.72
Total Checking/Savings	13,749,785.07
Other Current Assets	
12050 · CUSI Allowance	-20,000.00
12010 · CUSI Receivables	308,368.02
14200 · Co-Bank Co-Op Certificates	36,032.74 26,883.72
14000 · Prepaid Expenses 121001 · Unbilled Receivable	105,424.93
Total Other Current Assets	456,709.41
Total Current Assets	14,206,494.48
Fixed Assets	
18500 · Construction in Progress	34,786.92
18900 · Accumulated Depreciation	-5,038,332.86
18400 · Water System	8,637,082.66
18300 · Equipment	209,803.93
18200 · Buildings	271,055.00
18100 · Land	463,573.12
13000 · Capital Assets	
15100 · AccumDep Office	-2,640.24
15000 · AccumDep System	-82,757.48
13170 · Furniture & Fixtures	3,422.43
Total 13000 · Capital Assets	-81,975.29
Total Fixed Assets	4,495,993.48
TOTAL ASSETS	18,702,487.96
LIABILITIES & EQUITY Liabilities	
Current Liabilities	
Accounts Payable 20000 · Accounts Payable	236,513.13
Total Accounts Payable	236,513.13
Other Current Liabilities	
24200 · Accrued Vacation Balances	12,327.00
26000 · New Customer Deposits	474,752,46
24103 · Fed / State UI Payable	1,333.80
24103 · Fett / State of Fayable	5,195.17
24107 · Construction Meter Deposit	22,500.00
Total Other Current Liabilities	516,108.43
Total Current Liabilities	752,621.56
Total Outlett Liabilities	102,021.00

Maxwell Special Utility District Balance Sheet

As of April 30, 2023

	Apr 30, 23
Long Term Liabilities 26100 · Deposit Fee Whisper	68,550.00
Total Long Term Liabilities	68,550.00
Total Liabilities	821,171.56
Equity 31900 · Restricted Impact Fees 34500 · IMPACT FEES COLLECTED WHISPER 34000 · IMPACT FEES COLLECTED 32000 · Unrestricted Net Assets Net Income	4,715,680.13 365,600.00 460,250.00 9,291,789.95 3,047,996.32
Total Equity	17,881,316.40
TOTAL LIABILITIES & EQUITY	18,702,487.96

40Cidal Basis									
Туре	Date	Num	Name	Memo	Cir	s	pilt	Amount	Balance
11201 · First Lockhart SU	ID - 4781								249,502.49
Check	04/30/2023			Service Charge	Х		Bank C	-5,00	249,497.49
Deposit	04/30/2023			Interest	Х	41610 ·	Interest	272.71	249,770.20
Total 11201 · First Lockha	rt SUD - 4781							267.71	249,770.20
11600 · Broadway Water	und Svngs - 3932								2,387,291.24
11600.2 · Water Acqu							_		542,633.00
Transfer	04/28/2023			Funds Transfer		11000 -	Broadw	150,500.00	693,133.00
Total 11600.2 · Water	Acquisition							150,500.00	693,133.00
11600.1 · Water Fund									1,109,392.57
Transfer	04/03/2023			Funds Transfer		11000 -	Broadw	18,000.00	1,127,392.57
Transfer	04/28/2023			Funds Transfer			Broadw	7,000,00	1,134,392.57
Total 11600.1 · Water	Fund							25,000.00	1,134,392.57
44000 Dunodurar Me	tarfund Punga 2	ass Other							735,265.67
11600 · Broadway Wa Total 11600 · Broadwa	ng Waterfund Syngs - 3	s - 3932 - Other	ner						735,265.67
Total 11600 · Broadway V	/aterfund Syngs - 3	1932						175,500.00	2,562,791.24
•	-								10 508 502 00
11000 · Broadway SUD C		04040		CC Receipt	Х	-SPLIT-		54.84	10,508,592.09 10,508,646.93
General Journal Check	04/01/2023 04/01/2023	04012 GRNL	GreenLink	CC Receipt	x		Telepho	-162.38	10,508,484.55
General Journal	04/01/2023	04012	Orecialist	CC Receipt	x		Broadw	1,201.32	10,509,685.87
General Journal	04/01/2023	3QTRI		Net Check	X		Salaries	0.00	10,509,685.87
General Journal	04/01/2023	3QTRI		Payroll Taxes	Х	60000 ·	Salaries	3.08	10,509,688.95
General Journal	04/01/2023	3QTRI		Payroll Prcoes	Х		Salaries	1,333.80	10,511,022.75
General Journal	04/02/2023	04022		CC Receipt	X	-SPLIT-		1,310.72	10,512,333.47
General Journal	04/03/2023	04032		CC Receipt	X	-SPLIT-		36.67 17,995,00	10,512,370.14 10,530,365.14
General Journal	04/03/2023	04032		BD Receipt Check Receipt	X X		Broadw Broadw	3,106.26	10,533,471.40
General Journal	04/03/2023 04/03/2023	04032		Funds Transfer	X		· Water	-18,000.00	10,515,471.40
Transfer Transfer	04/03/2023			Funds Transfer	x		Broadw	-1,400.00	10,514,071.40
General Journal	04/04/2023	04042		CC Receipt	X	-SPLIT-		204.45	10,514,275.85
General Journal	04/04/2023	04042		BD Receipt	Х	11000 ·	Broadw	5,380,64	10,519,656.49
General Journal	04/04/2023	04042		Check Receipt	Х		Broadw	6,624.46	10,526,280.95
General Journal	04/05/2023	04052		CC Receipt	Х	-SPLIT-		200.00	10,526,480.95
General Journal	04/05/2023	04052		BD Receipt	X		Broadw	208,50 2,680,32	10,526,689.45
General Journal	04/05/2023	04052	NOT	Check Receipt	X		Broadw Water S	-328.00	10,529,369.77 10,529,041.77
Check	04/05/2023 04/06/2023	NSF21 04062	NSF	CC Receipt	x	-SPLIT-		188,95	10,529,230.72
General Journal General Journal	04/06/2023	04062		BD Receipt	X		Broadw	135.55	10,529,366.27
General Journal	04/06/2023	04062		Check Receipt	Х		Broadw	199.90	10,529,566.17
General Journal	04/06/2023	04062		Cash Receipt	Х		Broadw	3,762.79	10,533,328.96
General Journal	04/06/2023	04062		CC Receipt	X.		Broadw	2,747.73	10,536,076.69
General Journal	04/07/2023	04072		CC Receipt	Х	-SPLIT-		72.09	10,536,148.78
General Journal	04/07/2023	04072		BD Receipt	X		Broadw Salaries	2,756.03 -12,904.50	10,538,904.81 10,526,000.31
General Journal	04/07/2023	BIWK0 BIWK0		Net Check Payroll Taxes	x		Salaries	-3,469,25	10,522,531.06
General Journal General Journal	04/07/2023 04/07/2023	BIWK0		Payroll Prcoes	â		Salaries	-78.51	10,522,452.55
General Journal	04/08/2023	04082		CC Receipt	x	-SPLIT-		1,075.59	10,523,528.14
General Journal	04/09/2023	04092		CC Receipt	Х	-SPLIT-		1,341.53	10,524,869.67
General Journal	04/10/2023	04102		CC Receipt	Х	-SPLIT-		1,329.90	10,526,199.57
General Journal	04/10/2023	04102		BD Receipt	Х		Broadw	108.12	10,526,307.69
General Journal	04/10/2023	04102		Check Receipt	Х		Broadw	272.96	10,526,580.65
General Journal	04/10/2023	04102		Cash Receipt	X		Broadw	16,084,38 2,248,40	10,542,665.03 10,544,913.43
General Journal	04/10/2023	04102	4 D Associator	CC Receipt	X		Broadw Account	-1,746.09	10,543,167.34
Bill Pmt -Check	04/11/2023 04/11/2023	5823 5824	4-D Associates Alterman, Inc.		â		Account	-3,412,48	10,539,754.86
Bill Pmt -Check Bill Pmt -Check	04/11/2023	5825	AT&T		â		Account	-1,196.03	10,538,558.83
Bill Pmt -Check	04/11/2023	5826	Bluebonnet		X		Account	-390,66	10,538,168.17
Bill Pmt -Check	04/11/2023	5827	Canyon Regional Wat		Х	20000 -	Account	-151,920.21	10,386,247.96
Bill Pmt -Check	04/11/2023	5828	Continental Utility Sol		Х		Account	-884.36	10,385,363.60
Bill Pmt -Check	04/11/2023	5829	Dewitt & Poth		Х		Account	-593,27	10,384,770.33
Bill Pmt -Check	04/11/2023	5830	DLP Utility Service		v		Account	-11,170.00	10,373,600.33
Bill Pmt -Check	04/11/2023	5831	Edwards Aquifer Auth		X		Account	-2,880.95 -150,00	10,370,719,38 10,370,569,38
Bill Pmt -Check	04/11/2023	5832	Edwards Aquifer Res		X X		Account	-17,700.00	10,370,569.38
Bill Pmt -Check	04/11/2023 04/11/2023	5833 5834	Gallegos Engineering, Hawkins, Inc.		X		Account	-300.00	10,352,569.38
Bill Pmt -Check Bill Pmt -Check	04/11/2023	5835	Hydrant Rescue		â		Account	-16,243.00	10,336,326.38
Bill Pmt -Check	04/11/2023	5836	Immense Impact, LLC.		x		Account	-526.00	10,335,800.38
Bill Pmt -Check	04/11/2023	5837	Lockhart Ace		Х	20000 -	Account	-225,28	10,335,575.10
Bill Pmt -Check	04/11/2023	5838	Moginnis Lochridge		X		Account	-3,872.64	10,331,702.46
Bill Pmt -Check	04/11/2023	5839	Pedernales Electric C		X		Account	-822.77 76.53	10,330,879.69
Bill Pmt -Check	04/11/2023	5840	ReadyRefresh by Nes		X		Account	-76.53 -243.20	10,330,803.16 10,330,559.96
Bill Pmt -Check	04/11/2023	5841	Texas Disposal Syste		Х	20000 1	Account	~243,ZU	10,000,008,80

101 00515	20010									
Туре	Date	Num	Name	Memo	Cir	Split	Amount	Balance		
Bill Pmt -Check	04/11/2023	5842	Texas Excavation Saf		Х	20000 · Account	-344.85	10,330,215.11		
Bill Pmt -Check	04/11/2023	5843	Triumph Pest Control		Х	20000 · Account	-100.00	10,330,115.11		
Bill Pmt -Check	04/11/2023	5844	USABluebook		Х	20000 · Account	-214.10	10,329,901.01		
Bill Pmt -Check	04/11/2023	5845	Wells Fargo Venodr		Х	20000 · Account	-200,28	10,329,700.73		
General Journal	04/11/2023	04112		CC Receipt	X X	-SPLIT- 11000 · Broadw	382.63 224,400.00	10,330,083,36 10,554,483.36		
General Journal	04/11/2023	04112		BD Receipt Check Receipt	X	11000 · Broadw	2,553,45	10,557,036.81		
General Journal Bill Pmt -Check	04/11/2023 04/12/2023	04112 5846	KJ's Auto Accessories	Olleck Medelbt	x	20000 · Account	-1,050.00	10,555,986.81		
General Journal	04/12/2023	04122	No a Mate Meccasonica	CC Receipt	X	-SPLIT-	1,129.89	10,557,116.70		
General Journal	04/12/2023	04122		BD Receipt	Х	11000 · Broadw	38.20	10,557,154.90		
General Journal	04/12/2023	04122		Check Receipt	Х	11000 · Broadw	235.28	10,557,390.18		
General Journal	04/12/2023	04122		Cash Receipt	Х	11000 · Broadw	5,939.51	10,563,329.69		
General Journal	04/12/2023	04122		CC Receipt	Х	11000 · Broadw	2,968.37	10,566,298.06		
General Journal	04/12/2023	BankC			Х	60600 - Bank C	0.06	10,566,298.12		
General Journal	04/13/2023	04132		CC Receipt	X	-SPLIT-	489,23 191.09	10,566,787.35		
General Journal	04/13/2023	04132		BD Receipt	X X	11000 · Broadw 11000 · Broadw	6,135.46	10,566,978.44 10,573,113.90		
General Journal	04/13/2023	04132 04132		Check Receipt Cash Receipt	x	11000 · Broadw	4,280.91	10,577,394.81		
General Journal General Journal	04/13/2023 04/13/2023	04132		CC Receipt	â	11000 · Broadw	97.17	10,577,491.98		
General Journal	04/13/2023	04132		CC Receipt	^	11000 · Broadw	212.95	10,577,704.93		
General Journal	04/14/2023	04142		CC Receipt	Х	-SPLIT-	51,971.10	10,629,676.03		
General Journal	04/14/2023	04142		BD Receipt	X	11000 · Broadw	367,66	10,630,043.69		
General Journal	04/14/2023	04142		Check Receipt	Х	11000 · Broadw	10,054.68	10,640,098.37		
General Journal	04/15/2023	04152		CC Receipt	Х	-SPLIT-	688.96	10,640,787.33		
General Journal	04/15/2023	04152		BD Receipt	Х	11000 · Broadw	5,829.30	10,646,616.63		
General Journal	04/16/2023	04162		CC Receipt	Х	-SPLIT-	196.78	10,646,813.41		
General Journal	04/16/2023	04162		BD Receipt	Х	11000 · Broadw	4,272.74	10,651,086.15		
General Journal	04/16/2023	04162		CC Receipt	.,	11000 · Broadw	41.28	10,651,127.43		
General Journal	04/17/2023	04172		CC Receipt	X	-SPLIT- 11000 · Broadw	3,139.11 98.61	10,654,266.54 10,654,365.15		
General Journal	04/17/2023	04172		BD Receipt Check Receipt	X X	11000 · Broadw	40.00	10,654,405.15		
General Journal General Journal	04/17/2023 04/17/2023	04172 04172		Cash Receipt	x	11000 · Broadw	46,594.06	10,700,999.21		
General Journal	04/17/2023	04172		CC Receipt	x	11000 Broadw	3,690,97	10,704,690.18		
General Journal	04/17/2023	BankC		OO Mooapt	x	60600 · Bank C	5.00	10,704,695.18		
General Journal	04/18/2023	04182		CC Receipt	X	-SPLIT-	726.96	10,705,422.14		
General Journal	04/18/2023	04182		BD Receipt	Х	11000 · Broadw	123.66	10,705,545.80		
General Journal	04/18/2023	04182		Check Receipt	Х	11000 · Broadw	21,350.23	10,726,896.03		
General Journal	04/18/2023	04182		Cash Receipt	Х	11000 · Broadw	1,813.72	10,728,709.75		
Check	04/18/2023	NSF10	NSF		Х	40100 · Water S	-72. 4 2	10,728,637.33		
Check	04/18/2023	NSF11	NSF	000	Х	40100 · Water S	-54.58 470.50	10,728,582.75		
General Journal	04/19/2023	04192		CC Receipt	X	-SPLIT-	479.58 251.00	10,729,062.33		
General Journal	04/19/2023	04192		BD Receipt	X X	11000 · Broadw 11000 · Broadw	46,15	10,729,313.33 10,729,359.48		
General Journal	04/19/2023 04/19/2023	04192 04192		Check Receipt Cash Receipt	â	11000 - Broadw	857,75	10,730,217.23		
General Journal General Journal	04/19/2023	04192		CC Receipt	x	11000 Broadw	1,490.64	10,731,707.87		
General Journal	04/20/2023	ADJ J		CC Receipt	x	-SPLIT-	.,	10,731,707.87		
General Journal	04/20/2023	ADJ J		BD Receipt	X	11000 · Broadw		10,731,707.87		
General Journal	04/20/2023	ADJ J		Check Receipt	Х	11000 · Broadw		10,731,707.87		
General Journal	04/20/2023	ADJ J		Cash Receipt	Х	11000 · Broadw		10,731,707.87		
Bill Pmt -Check	04/20/2023	5848	Blue Cross and Blue		Х	20000 · Account	-5,915.77	10,725,792.10		
Bill Pmt -Check	04/20/2023	5849	Brightspeed			20000 · Account	-105.73	10,725,686.37		
Bill Pmt -Check	04/20/2023	5850	Continental Utility Sol			20000 · Account	-38,80	10,725,647.57		
Bill Pmt -Check	04/20/2023	5851	DLP Utility Service EMC Insurance		Х	20000 · Account 20000 · Account	-4,100.00 -1,647,90	10,721,547.57 10,719,899,67		
Bill Pmt -Check	04/20/2023 04/20/2023	5852 5853	Frontier Communicati		â	20000 · Account	-242.53	10,719,657.14		
Bill Pmt -Check Bill Pmt -Check	04/20/2023	5854	Guadalupe-Blanco Ri		x	20000 · Account	-6,391,00	10,713,266.14		
Bill Pmt -Check	04/20/2023	5855	Guardian		• • •	20000 · Account	-501,70	10,712,764.44		
Bill Pmt -Check	04/20/2023	5856	HCS Technical Servic			20000 · Account	-937.66	10,711,826.78		
Bill Pmt -Check	04/20/2023	5857	Hydrant Rescue		Х	20000 · Account	-12,500.00	10,699,326.78		
Bill Pmt -Check	04/20/2023	5858	Liberty National			20000 · Account	-549,84	10,698,776.94		
Bill Pmt -Check	04/20/2023	5859	Loftin Equipment Co.		Х	20000 · Account	-3,503.00	10,695,273.94		
Bill Pmt -Check	04/20/2023	5860	Northwest Cascade Inc		.,	20000 · Account	-80.00	10,695,193.94		
Bill Pmt -Check	04/20/2023	5861	SAMCO Capital Mark		Х	20000 · Account	-6,260,00	10,688,933.94		
Bill Pmt -Check	04/20/2023	5862	TAS United			20000 · Account 20000 · Account	-227.85 -208.78	10,688,706.09 10,688,497.31		
Bill Pmt -Check	04/20/2023	5863 5864	Time Warner Cable Wells Fargo Venodr		Х	20000 · Account	-226,00	10,688,271.31		
Bill Pmt -Check Bill Pmt -Check	04/20/2023 04/20/2023	5865	WEX Bank		x	20000 - Account	-1,673.18	10,686,598.13		
Bill Pmt -Check	04/20/2023	5866	Ranch Road Hartland		x	20000 · Account	-95,872.50	10,590,725.63		
General Journal	04/20/2023	04202		CC Receipt	x	-SPLIT-	120.11	10,590,845.74		
General Journal	04/20/2023	04202		BD Receipt	X	11000 · Broadw	60.00	10,590,905.74		
General Journal	04/20/2023	04202		Check Receipt	Х	11000 · Broadw	87.18	10,590,992.92		
General Journal	04/20/2023	04202		Cash Receipt	Х	11000 · Broadw	193,161.10	10,784,154.02		
General Journal	04/20/2023	04202		CC Receipt	Х	11000 · Broadw	3,547.23	10,787,701.25		
Check	04/20/2023	NSF11	NSF	VOID:	Х	40100 · Water S	0,00	10,787,701.25		
General Journal	04/20/2023	04202	Manager Table 870	CC Receipt	v	11000 · Broadw	170.35 -1,571.43	10,787,871.60 10,786,300.17		
Bill Pmt -Check	04/21/2023	5847	Master Tech Automoti	CC Receipt	X X	20000 · Account -SPLIT-	-1,571.43 151.59	10,786,300.77		
General Journal	04/21/2023	04212 04212		BD Receipt	X	-5PLII- 11000 · Broadw	51.21	10,786,502.97		
General Journal	04/21/2023	U4212		DO MODEINE	^	, root broady	01.21	, 5,1 00,000,01		

Туре	Date	Num	Name	Memo	Clr	Split	Amount	Balance
General Journal	04/21/2023	04212		Check Receipt	Х	11000 · Broadw	100.00	10,786,602,97
General Journal	04/21/2023	04212		Cash Receipt		11000 · Broadw	85.54	10,786,688.51
General Journal	04/21/2023	04212		CC Receipt	Х	11000 · Broadw	220,891.00	11,007,579.51
General Journal	04/21/2023	04212		CC Receipt	Х	11000 · Broadw	2,392.90	11,009,972.41
General Journal	04/21/2023	BIWK0		Net Check	Х	60000 · Salaries	-12,336.33	10,997,636.08
General Journal	04/21/2023	BIWK0		Payroll Taxes	Х	60000 · Salaries	-3,355.49	10,994,280.59
General Journal	04/21/2023	BIWK0		Payroll Prcoes	Х	60000 · Salaries	-146.76	10,994,133.83
General Journal	04/22/2023	04222		CC Receipt		-SPLIT-	387.86	10,994,521.69
General Journal	04/22/2023	04222		BD Receipt	Х	11000 · Broadw	1,368.55	10,995,890.24
General Journal	04/23/2023	04232		CC Receipt		-SPLIT-	98.63	10,995,988.87
General Journal	04/23/2023	04232		BD Receipt	Х	11000 · Broadw	568.25	10,996,557 <i>.</i> 12
Check	04/23/2023	NSF	NSF		Х	40100 · Water S	-103.02	10,996,454.10
General Journal	04/24/2023	04242		CC Receipt	Х	-SPLIT-	219,21	10,996,673.31
General Journal	04/24/2023	04242		BD Receipt	Х	11000 · Broadw	210.71	10,996,884.02
General Journal	04/24/2023	04242		Check Receipt	Х	11000 · Broadw	347.95	10,997,231.97
General Journal	04/24/2023	04242		Cash Receipt		11000 · Broadw	167.26	10,997,399.23
General Journal	04/24/2023	04242		CC Receipt	Х	11000 · Broadw	46,436.44	11,043,835.67
General Journal	04/24/2023	04242		CC Receipt	X	11000 · Broadw	9,221.09	11,053,056.76
General Journal	04/25/2023	04252		CC Receipt	Х	-SPLIT-	4,350.00	11,057,406.76
General Journal	04/25/2023	04252		BD Receipt	Х	11000 · Broadw	4,050.00	11,061,456.76
General Journal	04/25/2023	04252		Check Receipt	.,	11000 · Broadw	205.81	11,061,662.57
General Journal	04/25/2023	04252		Cash Receipt	Х	11000 Broadw	7,133.15	11,068,795.72
General Journal	04/25/2023	04252		CC Receipt	X	11000 Broadw	4,517.90	11,073,313.62
Check	04/26/2023	NSF18	NSF		X	40100 · Water S	-137.73	11,073,175.89
Check	04/26/2023	NSF420	NSF		Х	40100 · Water S	-48.18	11,073,127.71
General Journal	04/26/2023	0426203		CC Receipt	X	-SPLIT-	121.13	11,073,248.84
General Journal	04/26/2023	0426203		BD Receipt	Х	11000 · Broadw	300.00	11,073,548.84
General Journal	04/26/2023	0426203		Check Receipt		11000 · Broadw	250.00	11,073,798.84
General Journal	04/26/2023	0426203		Cash Receipt	Х	11000 · Broadw	449.00	11,074,247.84
General Journal	04/26/2023	0426203		CC Receipt	Х	11000 · Broadw	7,290.88	11,081,538.72
General Journal	04/27/2023	04272		CC Receipt	Х	-SPLIT-	33.65	11,081,572.37
General Journal	04/27/2023	04272		BD Receipt	Х	11000 · Broadw	1,823,55	11,083,395.92
General Journal	04/27/2023	04272		Check Receipt		11000 · Broadw	2,586.91	11,085,982.83
General Journal	04/28/2023	04282		CC Receipt		-SPLIT-	1,509.91	11,087,492.74
General Journal	04/28/2023	04282		BD Receipt		11000 · Broadw	56,00	11,087,548.74
General Journal	04/28/2023	04282		Check Receipt		11000 · Broadw	98,20	11,087,646.94
General Journal	04/28/2023	04282		Cash Receipt	.,	11000 · Broadw	1,154.69	11,088,801.63
General Journal	04/28/2023	04112		CC Receipt	X	-SPLIT-		11,088,801.63
General Journal	04/28/2023	04112		BD Receipt	X	11000 · Broadw		11,088,801.63
General Journal	04/28/2023	04112		Check Receipt	X	11000 Broadw		11,088,801.63
General Journal	04/28/2023	04112		Cash Receipt	Х	11000 Broadw	4 5 6 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	11,088,801.63
Transfer	04/28/2023			Funds Transfer	X	11600.2 · Water	-150,500,00	10,938,301.63
Transfer	04/28/2023			Funds Transfer	Х	11600.1 · Water	-7,000.00	10,931,301.63
General Journal	04/28/2023	04282		CC Receipt		11000 · Broadw	2,277.47	10,933,579.10
General Journal	04/29/2023	04292		CC Receipt		-SPLIT-	63,98	10,933,643.08
General Journal	04/29/2023	04292		BD Receipt		11000 · Broadw	1,028.70	10,934,671.78
General Journal	04/30/2023	04302		CC Receipt		-SPLIT-	911.13	10,935,582.91
Total 11000 · Broadway S	, -						426,990.82	10,935,582.91
11100 · Broadway SUD G		53					4 400 00	405.21
Transfer	04/03/2023			Funds Transfer	X	11000 · Broadw	1,400.00	1,805.21
Check	04/12/2023	233	Postmaster		Х	63245 · Postage	-14.49	1,790.72
Check	04/12/2023	236	Ramon Arredondo		Х	-SPLIT-	-150.00	1,640.72
Total 11100 · Broadway SI	UD GM Checking	- 1253					1,235.51	1,640.72
12050 · CUSI Allowance Total 12050 · CUSI Allowa	ince							-20,000,00 -20,000,00
12010 · CUSI Receivables Total 12010 · CUSI Receiv								308,368.02 308,368.02
14200 · Co-Bank Co-Op C Total 14200 · Co-Bank Co								36,032.74 36,032.74
14000 · Prepaid Expense Total 14000 · Prepaid Exp								26,883.72 26,883.72
121001 - Unbilled Receive Total 121001 - Unbilled Re								105,424.93 105,424.93
18500 · Construction in F Total 18500 · Construction								34,786.92 34,786.92
18900 · Accumulated Dep Total 18900 · Accumulated	preciation							-5,038,332.86 -5,038,332.86

Туре	Date	Num	Name	Memo	Cir	Split	Amount	Balance
18400 · Water System Total 18400 · Water System		A programme and programme and an analysis						8,637,082.66 8,637,082.66
18300 · Equipment Total 18300 · Equipment								209,803.93 209,803.93
18200 · Buildings Total 18200 · Buildings								271,055.00 271,055.00
18100 - Land Total 18100 - Land								463,573.12 463,573.12
13000 · Capital Assets 15100 · AccumDep Offic General Journal	e 04/30/2023	04202			e	63355 · Depreci	-660,06	-60,625.86 -1,980.18 -2,640.24
Total 15100 · AccumDep	Office					_	-660.06	-2,640.24
15000 · AccumDep Syst General Journal	em 04/30/2023	04202			6	33355 · Depreci	-20,689.37	-62,068.11 -82,757.48
Total 15000 · AccumDep	System						-20,689.37	-82,757.48
13170 · Furniture & Fixto Total 13170 · Furniture &						_		3,422.43 3,422.43
Total 13000 · Capital Assets						_	-21,349.43	-81,975.29
OTAL							582,644.61	18,702,487.96

	Apr 23
Ordinary Income/Expense	
Income 40000 · Water Acquistion Fee 40100 · Water Sales Fee 40150 · Tap Fee Whisper 40300 · Installation Charges	158,293.00 268,794.73 82,315.00 2,400.00
40600 · Engineering / Admin Fees 40700 · Late Fees 40800 · Transfer Fees 40900 · Reconnect Fees 41000 · Single Application Fee 41050 · Application Fee Whisper 41000 · Single Application Fee - Other	18,800.00 6,000.00 600.00 1,440.00 5,100.00 6,300.00
Total 41000 · Single Application Fee	11,400.00
41200 · NSF Fees 41300 · Customer Service Inspection Fee 41400 · Easement Right of Way 41500 · Miscellaneous Income 41600 · EAA Fees 41610 · Interest Income	175.00 0.00 78.00 0.00 3,649.80 272.71
Total Income	554,218.24
Gross Profit	554,218.24
Expense Operating Expenses 60000 · Salaries 63000 · Professional Fees 63000.1 · Other Professional Fees 63000.2 · Payroll Processing Fees 63000.3 · Computer & Networkings 63000.4 · Accounting/Tax/Audit Total 63000 · Professional Fees 63130 · Group Insurance Premiums 63205 · EAA Program 63240 · Telephone Expense 63245 · Postage 63321 · Office Equipment Rental 63340 · Office Supplies 63345 · Building Maintenance 63355 · Depreciation Expense 63360 · Vehicle Expense 63361 · Vehicle Fuel 63370 · Vehicle Maintenance 63375 · Utilities Total Operating Expenses	31,332.60 2,999.90 225.27 4,543.24 10,500.00 18,268.41 1,647.90 2,880.95 1,706.67 14.49 1,063.43 765.44 12,500.00 660.06 1,050.00 1,673.18 1,571.43 208.78
System Expense 13175 · Leak Detection 13185 · Equipment Rental 63211 · Depreciatio Expense 63214 · System Chemicals 63215 · System Maintenance 63216 · System Supplies 63217 · System Utilities 63219 · Installation (meter sets, bores 63220 · Engineering Fees 63221 · CRWA Admin Fees	6,260.00 7,006.00 20,689.37 175.00 35,239.50 31,970.81 1,456.63 5,970.00 25,275.00 20,658.71
63222 · Water Purchase	132,965.39
Total System Expense	287,666.41

	Apr 23
60200 · Payroll Tax Expense	2,265.21
60300 · Employee Benefits	5,431.99
60600 ⋅ Bank Charges	-0.06
60900 · BOD Expense	150.00
Total Expense	370,856.89
Net Ordinary Income	183,361.35
Other Income/Expense	
Other Expense	0.004.00
65000 · Interest Expense	6,391.00
Total Other Expense	6,391.00
Net Other Income	-6,391.00
Net Income	176,970.35

Maxwell Special Utility District Profit & Loss Budget vs. Actual

ccruai Basis				
	Apr 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income	158,293.00	43,750.00	114,543.00	361.8%
40000 · Water Acquistion Fee	268,794,73	222,308.75	46,485.98	120.9%
40100 · Water Sales Fee	82,315.00	6,666.67	75,648.33	1,234.7%
40150 · Tap Fee Whisper 40300 · Installation Charges	2,400.00	275,000.00	-272,600,00	0.9%
40500 · Inquiry Fees	0.00	5,000,00	-5,000.00	0.0% 376,0%
40600 · Engineering / Admin Fees	18,800.00	5,000.00	13,800.00	221.5%
40700 · Late Fees	6,000.00	2,708.33	3,291.67	720.0%
40800 · Transfer Fees	600.00	83,33	516.67 1,231.67	691.2%
40900 · Reconnect Fees	1,440.00	208.33	1,231.07	001.270
41000 · Single Application Fee	5,100.00	833,33	4,266.67	612.0%
41050 · Application Fee Whisper 41000 · Single Application Fee - Other	6,300.00	2,500,00	3,800.00	252.0%
Total 41000 · Single Application Fee	11,400,00	3,333,33	8,066,67	342.0%
41200 · NSF Fees	175,00	83.33	91.67	210.0%
41300 · NSF Fees 41300 · Customer Service Inspection Fee	0.00	291.67	-291.67	0.0%
41400 · Easement Right of Way	78.00			2.201
41500 · Miscellaneous Income	00.00	8,33	-8.33	0.0% 125,1%
41600 · EAA Fees	3,649.80	2,916.67	733.13 235.71	737.1%
41610 · Interest Income	272.71	37,00		97.7%
Total Income	554,218.24	567,395.74	-13,177.50	97.7%
Gross Profit	554,218.24	567,395.74	-13,177.50	97.776
Expense				
Operating Expenses 60000 · Salaries	31,332.60	35,359.80	-4,027.20	88.6%
62340 · Contract Labor	0.00	41.67	-41.67	0.0%
63000 · Professional Fees				F00 AM
63000.1 · Other Professional Fees	2,999,90	516.67	2,483,23	580.6% 108.1%
63000.2 · Payroll Processing Fees	225.27	208.33	16.94 3,709.91	545.2%
63000,3 · Computer & Networkings 63000,4 · Accounting/Tax/Audit	4,543.24 10,500.00	833.33 1,079.17	9,420.83	973,0%
Total 63000 · Professional Fees	18,268.41	2,637.50	15,630.91	692.6%
63110 · Salaries & Wages	0.00	0.00	0.00	0.0%
63130 · Group Insurance Premiums	1,647.90			
63165 · Licenses & Permits	0.00	16.67	-16.67	0.0%
63200 · Legal Fees	0.00	7,500.00	-7,500.00	0.0%
00005 544 December	2,880,95	3,000.00	-119,05	96.0%
63205 · EAA Program 63225 · Bad Debt	0.00	83,33	-83.33	0.0%
63240 · Telephone Expense	1,706.67	1,333.33	373,34	128.0%
63245 · Postage	14.49	708,33	-693.84	2,0%
63320 · Office Equipment	0.00	16.67	-16.67	0.0%
63321 · Office Equipment Rental	1,063.43	479.17	584.26 -484.56	221.9% 61,2%
63340 · Office Supplies	765.44	1,250.00	12,083.33	3,000.0%
63345 · Bullding Maintenance	12,500,00	416.67 583,33	76.73	113.2%
63355 · Depreciation Expense	660,06 1,050.00	166,67	883.33	630.0%
63360 · Vehicle Expense	1,673.18	1,083.33	589,85	154.4%
63365 · Vehicle Fuel 63370 · Vehicle Maintenance	1,571.43	458,33	1,113.10	342.9%
63375 · Utilities	208,78	375.00	-166,22	55.7%
Total Operating Expenses	75,343.34	55,509.80	19,833.54	135.7%
System Expense	0.000.00			
13175 Leak Detection	6,260.00 7,006.00	83.33	6,922.67	8,407.5%
13185 · Equipment Rental	20,689.37	18,750,00	1,939.37	110.3%
63211 · Depreciatio Expense 63213 · System Install	20,669.37	458.33	-458,33	0.0%
63214 · System Chemicals	175.00	458.33	-283,33	38.2%
63215 · System Maintenance	35,239.50	18,750,00	16,489.50	187.9%
63216 · System Supplies	31,970.81	10,000.00	21,970,81	319.7%
63217 · System Utilities	1,456.63	791.67	664.96	184.0%
63219 · Installation (meter sets, bores	5,970.00	3,333.33	2,636.67	179.1% 433.3%
63220 · Engineering Fees	25,275.00	5,833.33	19,441.67	450.7%
63221 · CRWA Admin Fees	20,658,71	4,583.33	16,075.38 44,041.89	149.5%
63222 · Water Purchase	132,965.39	88,923,50		
Total System Expense	287,666.41	151,965.15	135,701.26	189.3%

Maxwell Special Utility District Profit & Loss Budget vs. Actual

	Apr 23	Budget	\$ Over Budget	% of Budget
	0.00	16,67	-16,67	0.0%
60100 · Contract Labor	2,265.21	2,990.46	-725,25	75.7%
60200 · Payroll Tax Expense	5,431.99	4,752.91	679.08	114.3%
60300 · Employee Benefits	0.00	83.33	-83,33	0.0%
60400 · Continuing Education	-0.06	166.67	-166,73	-0.0%
60600 ⋅ Bank Charges	0,00	83.33	-83,33	0.0%
60700 · Uniforms	0.00	104.17	-104.17	0.0%
60800 · Dues		107,11	72.1.1	
60900 · BOD Expense	150,00	3,170.42	-3,170.42	0.0%
60910 · Insurance	0.00	41.67	-41,67	0.0%
60950 · Miscellaneous Expense	0.00	41.07		
Total Expense	370,856.89	218,884.58	151,972.31	169.4%
Net Ordinary Income	183,361,36	348,511.16	-165,149.81	52.6%
Other Income/Expense				
Other Expense	6,391.00	250.00	6,141.00	2,556.4%
65000 · Interest Expense	0,001.00			
Total Other Expense	6,391.00	250.00	6,141.00	2,556.4%
Net Other Income	-6,391.00	-250.00	-6,141.00	2,556.4%
Net Income	176,970,35	348,261,16	-171,290.81	50.8%

Accrual Basis

Maxwell Special Utility District Profit & Loss

January through April 2023

Accrual Basis		J.,,,			
	Jan 23	Feb 23	Mar 23	Apr 23	TOTAL
Ordinary Income/Expense					
Income 40000 • Water Acquistion Fee 40100 • Water Sales Fee 40160 • Tap Fee Whisper	45,500.00 272,302.51 3,280.00 1,100.00	150,500.00 274,791.14 44,825.00 7,700.00	84,000.00 268,399.48 0.00 0.00	158,293.00 268,794.73 82,315.00 2,400.00	438,293.00 1,084,287.86 130,400.00 11,200.00
40300 - Installation Charges	0,00	2,658,250.00	0.00	0.00	2,658,250.00
40400 · Impact Fee	0.00	168,250.00	1,000.00	0.00	167,250.00
40500 : Inquiry Fees 40600 : Englacering / Admin Fees 40700 : Late Fees 40800 : Transfer Fees 40800 : Reconnect Fees	5,200,00 8,290.00 25,00 1,130.00	17,400.00 3,810.00 50.00 500.00	9,600.00 11,150.00 25.00 7,310.00	18,600.00 6,000.00 600.00 1,440.00	51,000.00 29,250.00 700.00 10,380.00
41000 · Single Application Fee 41050 · Application Fee Whisper 41000 · Single Application Fee · Other	250.00 4,850.00	2,750.00 7,650.00	0.00 6,200.00	5,100.00 6,300.00	8,100,00 25,100,00
Total 41000 · Single Application Fee	5,200.00	10,400.00	6,200.00	11,400.00	33,200.00
41200 · NSF Fees 41300 · Customer Service Inspection Fee 41400 · Easement Right of Way 41600 · Miscellaneous Income 41600 · EAA Fees 41610 · Interest Income	140,00 1,950,00 0.00 0.00 4,445,90 280,89	105.00 6,225.00 158.00 0.00 4,131.09 253.99	140.00 2,500.00 0.00 0.00 4,780.26 281.48	175.00 0.00 78.00 0.00 3,549.80 272.71	560.00 10,675.00 234.00 0.00 17,007.05 1,089.07
Total income	348,824.30	3,345,347.22	395,386.22	554,218.24	4,643,775.98
Gross Profit	348,824.30	3,345,347.22	395,386.22	554,218.24	4,643,775.98
Expense Operating Expenses 60000 · Salaries 63000 · Professional Fees 63000.1 · Other Professional Fees 93000.2 · Payrolf Processing Fees 63000.3 · Computer & Networkings	31,118.16 6,693.75 359.27 3,478.96	32,331,49 2,520,65 225,27 4,435,24	31,127.31 11,326.70 240.27 3,636.76	31,332.60 2,989.60 225.27 4,543.24 10.500.00	125,909.56 23,540.90 1,050.08 16,084.22 10,500.00
63000.4 · Accounting/Tax/Audit 63000 · Professional Fees - Other	0.00 7,091.41	0,00 \$,000.00	0.00 0,00	0,00	B,091.41
Total 63000 · Professional Fees	17,623.39	8,181.06	15,203.75	18,268.41	59,276.61
63130 - Group Insurance Premiums 63170 - Easement Recording Fees	12,948.20 52.00	5,924.89 156.00	1,647.90 104.00	1,847.90 0.00	22,168.89 312.90
63200 · Legal Fees 63204 · Easement Access 63204 · County Letigation 63201 · General Counsel 63202 · Special Election 63200 · Legal Fees · Olher	0.00 0.00 0.00 717.50 4,002.50	8,581,50 2,207,76 2,924,11 0.00 17,377,41	0.00 0.00 0.00 0.00 0.00 3,872.64	0.00 0.00 0.00 0.00 0.00	8,581,50 2,207.75 2,924.11 717.50 25,252.55
Total 63200 · Legal Fees	4,720.00	31,090.77	3,872,64	0,00	39,683.41
63205 · EAA Program 63240 · Telephone Expense 63245 · Postage 63321 · Office Equipment Rental 63335 · Travel 63340 · Office Supplies 63346 · Building Maintenance 63365 · Depreciation Expense 63365 · Vehicle Expense 63365 · Vehicle Fuel 63375 · Vehicle Maintenance 63375 · Utilities	2,880,96 2,231,03 320,99 1,028,29 0,00 618,36 421,12 6860,06 499,98 1,177,24 3,760,96 349,36	2,880.95 1,888.14 1,743.18 420.26 0.00 845.44 421.12 650.06 190.01 1,778.41 110.08 459.51	2,880,95 1,759.38 2,217.11 815.28 381.03 940.76 421.12 660.05 138.40 2,920.36 0.00 409.17	2,890.95 1,708.67 14.49 1,083.43 0,00 785.44 12,500.00 680.06 1,050.00 1,673.18 1,571.43 200.78	11,523.81 7,385.22 4,295.77 3,133.28 381.03 3,169.99 13,763.36 2,540.24 1,878.39 7,549.19 5,432.47 1,426.81
Total Operating Expenses	80,400.08	88,887.39	65,299.22	75,343,34	309,930,03
System Expense 13176 · Leak Detection 13185 · Equipment Rentat 63211 · Depreciatio Expense 63214 · System Chemicals 63216 · System Maintenance 63216 · System Supplies 63217 · CRWA Admin Fees 63221 · CRWA Admin Fees 63222 · Water Purchase	0.00 3,503.00 20,669.37 213.92 17,034.80 18,235.97 1,430.27 0.00 10,637.50 20,658.71 245,168.64	0.00 3.603.00 20,689.37 1,655.04 42,716.40 8,851.03 1,376.61 5,000.00 12,358.25 20,658.71 132,070.88	0.00 3,503.00 20,889.37 450.00 114,930.83 51,993.31 1,292.13 0.00 17,706.00 20,058.71 133,007.59	6,260.00 7,006.00 20,688.37 175.00 35,239.50 31,970.61 1,456.63 5,970.00 25,275.00 20,658.71	8,280.00 17,515.00 82,757.48 2,493.96 209,921.33 111,051.12 5,555.64 10,970.00 65,988.75 22,634.84 643,212.60
Total System Expense	337,571.98	248,877,39	364,224.94	287,666.41	1,238,340.72
60200 · Payrofi Tax Expense 60300 · Employee Benefits 60500 · Advertising 60600 · Bank Charges 60700 · Uniforms 60900 · BOD Expense	3,294.51 5,431.99 206.24 5,00 0,00 164.87	3,030.18 5,431.99 0.00 5.00 0.00 0.00	2,291.54 5,431.99 0.00 5,00 141.26 150.00	2,265.21 5,431.99 0.00 -0.00 0.00 150.00	10,881.44 21,727.98 206.24 14,94 141.29 464.87
Total Expense	427,074.67	346,231.95	437,543.95	370,856,89	1,581,707.48
Net Ordinary Income	-78,250.37	2,999,115.27	-42,157.73	183,361,35	3,062,068.52
Other Income/Expense Other Income 41620 · Co Bank Dividend	0.00	0,00	11,491.80	0.00	11,491,80
Total Other Income	0.00	0.00	11,491.80	0.00	11,491.80
Other Expense 65000 - Interest Expense	6,391.00	8,391.00	6,391.00	6,391.00	25,564.00
Total Other Expense	6,391.00	8,391.00	6,391.00	6,391.00	25,564.00
Net Other Income	-6,391.00	-6,391.00	5,100.80	-6,391.00 -76,970.36	-14,072.20 3,047,996.32
Net Income	-84,641.37	2,992,724.27	-37,056.93	176,970.35	2,545,140,5

Maxwell Special Utility District A/P Aging Summary As of April 30, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Armstrong, Vaughan & Associates, P.C.	10,500,00	0.00	0.00	0.00	0.00	10,500.00
Canyon Regional Water Authority	151,878.01	0.00	0.00	0.00	0.00	151,878.01
Dennis Dorsett Ditching Inc.	8,982,50	0.00	0.00	0.00	0.00	8,982.50
Dewitt & Poth	670.87	18.04	0.00	0.00	0.00	688.91
Edwards Aquifer Research and Data Center	175.00	0.00	0.00	0.00	0.00	175.00
Gallegos Engineering, Inc.	25,275.00	0.00	0.00	0.00	0.00	25,275.00
HCS Technical Services	0.00	2.682.42	0.00	0.00	0.00	2,682.42
	359.47	368.94	0.00	0.00	0.00	728.41
Lockhart Ace	3,503.00	0.00	0.00	0.00	0.00	3,503.00
Loftin Equipment Co.	31,242.40	0.00	0.00	0.00	0.00	31,242,40
SecureVision of America	246.05	0.00	0.00	0.00	0.00	246.05
Texas Excavation Safety Systems, Inc. Wells Fargo Venodr	837.43	0.00	0.00	0.00	-226.00	611.43
OTAL	233,669.73	3,069.40	0.00	0.00	-226.00	236,513.13

Maxwell Special Utility District Balance Sheet

As of March 31, 2023

	Mar 31, 23
ASSETS	
Current Assets Checking/Savings	
11201 · First Lockhart SUD · 4781 11600 · Broadway Waterfund Svngs - 3932	249,502.49
11600.2 · Water Acquisition 11600.1 · Water Fund	542,633.00 1,109,392.57
11600 · Broadway Waterfund Svngs - 3932 - Other	735,265.67
Total 11600 · Broadway Waterfund Svngs - 3932	2,387,291.24
11000 · Broadway SUD Operating - 3305	10,508,592.09
11100 · Broadway SUD GM Checking - 1253	1,505.40
Total Checking/Savings	13,146,891.22
Other Current Assets	
12050 · CUSI Allowance	-20,000.00
12010 · CUSi Receivables 14200 · Co-Bank Co-Op Certificates	308,368.02 36,032,74
14000 · Prepaid Expenses	26,883.72
121001 · Unbilled Receivable	105,424.93
Total Other Current Assets	456,709.41
Total Current Assets	13,603,600.63
Fixed Assets	
18500 · Construction in Progress	34,786.92
18900 · Accumulated Depreciation	-5,038,332.86
18400 · Water System	8,637,082.66 209,803.93
18300 · Equipment 18200 · Buildings	271,055.00
18100 · Land	463,573.12
13000 · Capital Assets	,
15100 · AccumDep Office	-1,980.18
15000 · AccumDep System	-62,068.11
13170 · Furniture & Fixtures	3,422.43
Total 13000 · Capital Assets	-60,625.86
Total Fixed Assets	4,517,342.91
TOTAL ASSETS	18,120,943.54
LIABILITIES & EQUITY Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	272,045.61
Total Accounts Payable	272,045.61
Other Current Liabilities	40 207 00
24200 · Accrued Vacation Balances 26000 · New Customer Deposits	12,327.00 446,602.46
24105 · TCEQ Payable	4,057.23
24107 · Construction Meter Deposit	22,500.00
Total Other Current Liabilities	485,486.69
Total Current Liabilities	757,532.30
Long Term Liabilities	W0 0W0 55
26100 · Deposit Fee Whisper	53,250.00
Total Linkillities	53,250.00
Total Liabilities	810,782.30

Maxwell Special Utility District Balance Sheet

As of March 31, 2023

	Mar 31, 23
Equity	
31900 · Restricted Impact Fees	4,715,680.13
34500 · IMPACT FEES COLLECTED WHISPER	134,815.00
34000 · IMPACT FEES COLLECTED	295,750.00
32000 · Unrestricted Net Assets	9,291,789.95
Net Income	2,872,126.16
Total Equity	17,310,161.24
TOTAL LIABILITIES & EQUITY	18,120,943.54

Туре	Date	Num	Name	Memo	Cir	Split	Amount	Balance
11201 · First Lockhart SU Check	03/31/2023			Service Charge Interest	X X	60600 · Bank C 41610 · Interest	-5.00 281.48	249,226.01 249,221.01 249,502.49
Deposit Total 11201 · First Lockhar	03/31/2023			merest	^	TIOTO HISTOREST	276,48	249,502.49
		,					110,70	2,212,866.24
11600 · Broadway Waterf 11600.2 · Water Acqui Total 11600.2 · Water A	sition	•						542,633.00 542,633.00
11600.1 · Water Fund	00/07/0000			Funds Transfer	Х	11000 · Broadw	62,125.00	952,967.57 1,015,092.57
Transfer Transfer	03/07/2023 03/07/2023			Funds Transfer	x	11000 · Broadw	48,800.00	1,063,892.57
Transfer	03/07/2023			Funds Transfer	Х	11000 · Broadw	45,500.00	1,109,392.57
Total 11600.1 · Water I	Fund						156,425.00	1,109,392.57
11600 ⋅ Broadway Wa Transfer	terfund Svngs - 3 03/01/2023	3932 - Other		Funds Transfer	х	11000 · Broadw	18,000.00	717,265.67 735,265.67
Total 11600 · Broadwa	y Waterfund Svng	s - 3932 - Oth	er				18,000.00	735,265.67
Total 11600 · Broadway W	aterfund Svngs - :	3932					174,425,00	2,387,291.24
11000 · Broadway SUD O	perating - 3305							10,527,136.28
General Journal	03/01/2023	03012 03012		CC Receipt BD Receipt	X	-SPLIT- 11000 · Broadw	237,53 436,46	10,527,373.81 10,527,810.27
General Journal General Journal	03/01/2023 03/01/2023	03012		Check Receipt	x	11000 · Broadw	151.80	10,527,962.07
General Journal	03/01/2023	03012		Cash Receipt	X	11000 · Broadw	1,077.49	10,529,039.56
General Journal	03/01/2023	03012		CC Receipt	Х	11000 · Broadw	9,653.12	10,538,692.68
Transfer	03/01/2023			Funds Transfer	X	11600 · Broadw 11100 · Broadw	-18,000.00 1,400.00	10,520,692.68
Transfer General Journal	03/01/2023 03/02/2023	03022		Funds Transfer CC Receipt	X X	-SPLIT-	-1,400.00 253,33	10,519,292.68 10,519,546.01
General Journal	03/02/2023	03022		BD Receipt	X	11000 · Broadw	8,889.97	10,528,435.98
General Journal	03/03/2023	03032		CC Receipt	Х	-SPLIT-	467.04	10,528,903.02
General Journal	03/03/2023	03032		BD Receipt	Х	11000 · Broadw	318.91	10,529,221.93
General Journal	03/03/2023	03032		Check Receipt	X	11000 · Broadw	503,38 1,627,19	10,529,725.31
General Journal General Journal	03/03/2023 03/03/2023	03032 03032		Cash Receipt CC Receipt	X	11000 · Broadw 11000 · Broadw	814.80	10,531,352.50 10,532,167.30
General Journal	03/03/2023	03032		CC Receipt	X	11000 Broadw	4,684.22	10,536,851.52
Check	03/03/2023	GRNL	GreenLInk		X	63240 Telepho	-165.48	10,536,686.04
General Journal	03/04/2023	03042		CC Receipt	X	-SPLIT-	88.76	10,536,774.80
General Journal	03/04/2023	03042		BD Receipt	X	11000 · Broadw	2,661.49 96,35	10,539,436,29
General Journal General Journal	03/05/2023 03/05/2023	03052 03052		CC Receipt BD Receipt	X X	-SPLIT- 11000 · Broadw	1,393,00	10,539,532.64 10,540,925.64
General Journal	03/06/2023	03062		CC Receipt	X	-SPLIT-	348.27	10,541,273.91
General Journal	03/06/2023	03062		BD Receipt	Х	11000 · Broadw	520.52	10,541,794,43
General Journal	03/06/2023	03062		Check Receipt	Х	11000 · Broadw	322,62	10,542,117.05
General Journal	03/06/2023	03062,		Cash Receipt	X	11000 · Broadw	120.88	10,542,237.93 10,543,632.19
General Journal General Journal	03/06/2023 03/06/2023	03062 03062		CC Receipt CC Receipt	X X	11000 · Broadw 11000 · Broadw	1,394.26 3,364.09	10,546,996.28
General Journal	03/07/2023	03072		CC Receipt	â	-SPLIT-	41.71	10,547,037.99
General Journal	03/07/2023	03072		BD Receipt	Х	11000 · Broadw	346.70	10,547,384.69
General Journal	03/07/2023	03072		Check Receipt	Х	11000 Broadw	77.62	10,547,462.31
General Journal	03/07/2023	03072		Cash Receipt CC Receipt	X X	11000 · Broadw 11000 · Broadw	997,60 3,991,41	10,548,459.91 10,552,451.32
General Journal Transfer	03/07/2023 03/07/2023	03072		Funds Transfer	x	11600.1 · Water	-62,125.00	10,490,326.32
Transfer	03/07/2023			Funds Transfer	x	11600,1 · Water	-48,800.00	10,441,526.32
Transfer	03/07/2023			Funds Transfer	Х	11600.1 · Water	-45,500.00	10,396,026.32
Check	03/07/2023	NSF79	NSF		Х	40100 · Water S	-75.60	10,395,950.72
General Journal General Journal	03/07/2023 03/08/2023	PybCk 0308/2		CC Receipt	X	63365 · Vehicle -SPLIT-	~1,778.41 232,25	10,394,172.31 10,394,404.56
General Journal	03/08/2023	0308/2		BD Receipt	X	11000 · Broadw	766.36	10,395,170.92
General Journal	03/08/2023	0308/2		Check Receipt	Х	11000 · Broadw	577.16	10,395,748.08
General Journal	03/08/2023	0308/2		Cash Receipt	Х	11000 · Broadw	191.21	10,395,939.29
General Journal	03/08/2023	0308/2		CC Receipt	X	11000 · Broadw	16,700.10	10,412,639.39
General Journal General Journal	03/08/2023 03/09/2023	0308/2, 03092		CC Receipt CC Receipt	X	11000 · Broadw -SPLIT-	2,459.64 120.29	10,415,099.03 10,415,219.32
General Journal	03/09/2023	03092		BD Receipt	x	11000 · Broadw	222.21	10,415,441.53
General Journal	03/09/2023	03092		Check Receipt	Х	11000 · Broadw	235.35	10,415,676.88
General Journal	03/09/2023	03092		Cash Receipt	X	11000 · Broadw	216.84	10,415,893.72
General Journal	03/09/2023	03092		CC Receipt	X	11000 · Broadw	145,797.31	10,561,691.03
General Journal	03/09/2023 03/10/2023	03092,,, 03102,		CC Receipt CC Receipt	X X	11000 · Broadw -SPLIT-	3,670.08 629,94	10,565,361.11 10,565,991.05
General Journal General Journal	03/10/2023	03102		BD Receipt	â	11000 · Broadw	125.49	10,566,116.54
General Journal	03/10/2023	03102		Check Receipt	Х	11000 Broadw	282.89	10,566,399.43
General Journal	03/10/2023	03102		Cash Receipt	Х	11000 · Broadw	227.89	10,566,627.32
General Journal	03/10/2023	03102		CC Receipt	X	11000 · Broadw	276.99	10,566,904.31
General Journal	03/10/2023	03102		CC Receipt	Х	11000 · Broadw	3,198.27	10,570,102.58

Туре	Date	Num	Name	Memo	Cir	Split	Amount	Balance
		03102		Net Check	<u>X</u>	60000 · Salaries	-12,888,82	10,557,213.76
General Journal General Journal	03/10/2023 03/10/2023	03102		Payroll Taxes	X	60000 · Salaries	-12,666,62 -3,480.21	10,553,733.55
General Journal	03/10/2023	03102		Payroll Prcoes	X	60000 · Salaries	-78.51	10,553,655.04
General Journal	03/11/2023	03112		CC Receipt	Х	-SPLIT-	54,00	10,553,709.04
General Journal	03/11/2023	03112		BD Receipt	X	11000 · Broadw	1,591,82 212.32	10,555,300.86 10,555,513.18
General Journal General Journal	03/12/2023 03/12/2023	03122 03122		CC Receipt BD Receipt	X X	-SPLIT- 11000 · Broadw	1,261.20	10,556,774.38
Bill Pmt -Check	03/12/2023	5758	4-D Associates	DD Noospt	x	20000 · Account	-1,746.09	10,555,028.29
Bill Pmt -Check	03/13/2023	5759	Alterman, Inc.		Х	20000 · Account	-702.00	10,554,326.29
Bill Pmt -Check	03/13/2023	5760	Bluebonnet		X	20000 · Account	-419.74	10,553,906.55
Bill Pmt -Check	03/13/2023	5761 5762	Canyon Regional Wat Chaney-Cox Construc		X X	20000 · Account 20000 · Account	-150,983.60 -2,498.54	10,402,922.95 10,400,424.41
Bill Pmt -Check Bill Pmt -Check	03/13/2023 03/13/2023	5762 5763	CMH Homes / Chad		^	20000 - Account	-2,498.04	10,400,224.41
Bill Pmt -Check	03/13/2023	5764	Continental Utility Sol		Х	20000 · Account	-854.36	10,399,370.05
Bill Pmt -Check	03/13/2023	5765	Deming Real Estate		Х	20000 · Account	-392.47	10,398,977.58
Bill Pmt -Check	03/13/2023	5766	Dennis Dorsett Ditchi		X	20000 · Account	-6,571.00	10,392,406.58
Bill Pmt -Check Bill Pmt -Check	03/13/2023 03/13/2023	5767 5768	Dewitt & Poth DLP Utility Service		X X	20000 · Account 20000 · Account	-625,40 -10,075.00	10,391,781.18 10,381,706.18
Bill Pmt -Check	03/13/2023	5769	Edwards Aquifer Auth		^	20000 Account	-2,880.95	10,378,825.23
Bill Pmt -Check	03/13/2023	5770	Edwards Aquifer Res		Χ	20000 - Account	-225.00	10,378,600.23
Bill Pmt -Check	03/13/2023	5771	Freeman, Brian		Х	20000 Account	-15,36	10,378,584.87
Bill Pmt -Check	03/13/2023	5772	G.A. Powers Compan		X	20000 · Account 20000 · Account	-179.77	10,378,405.10
Bill Pmt -Check Bill Pmt -Check	03/13/2023 03/13/2023	5773 5774	Gallegos Engineering, Guadalupe-Blanco Ri		X X	20000 · Account	-22,993.75 -6,391.00	10,355,411.35 10,349,020.35
Bill Pmt -Check	03/13/2023	5775	HCS Technical Servic		x	20000 Account	-2,682.42	10,346,337.93
Bill Pmt -Check	03/13/2023	5776	Henry, Michael			20000 · Account	-44.20	10,346,293,73
Bill Pmt -Check	03/13/2023	5777	Hydrant Rescue	VOID:	Х	20000 · Account	0.00	10,346,293.73
Bill Pmt -Check	03/13/2023	5778	Lockhart Ace	VOID:	X X	20000 · Account 20000 · Account	0,00 -156.41	10,346,293.73 10,346,137.32
Bill Pmt -Check Bill Pmt -Check	03/13/2023 03/13/2023	5779 5780	Mason, Dana Pedernales Electric C		X	20000 · Account	-827.26	10,345,310.06
Bill Pmt -Check	03/13/2023	5781	ReadyRefresh by Nes		x	20000 · Account	-120.49	10,345,189.57
Bill Pmt -Check	03/13/2023	5782	Reinhard, Daniel		Х	20000 · Account	-100.00	10,345,089.57
Bill Pmt -Check	03/13/2023	5783	Rice, James M.		Х	20000 · Account	-22.61	10,345,066.96
Bill Pmt -Check	03/13/2023	5784 5785	Romero, Jesse James RPM Rentsmart		Х	20000 · Account 20000 · Account	-141.26 -198.08	10,344,925.70 10,344,727.62
Bill Pmt -Check Bill Pmt -Check	03/13/2023 03/13/2023	5785 5786	SecureVision of Amer		x	20000 Account	-19,526.50	10,325,201.12
Bill Pmt -Check	03/13/2023	5787	Shugart, Austin			20000 · Account	-151.27	10,325,049.85
Bill Pmt -Check	03/13/2023	5788	Slack, John		Х	20000 · Account	-138.49	10,324,911.36
Bill Pmt -Check	03/13/2023	5789	Texas Disposal Syste		X	20000 - Account	-245,52	10,324,665.84
Bill Pmt -Check	03/13/2023	5790 5791	Texas Excavation Saf Texas Mutual Insuran		X X	20000 · Account 20000 · Account	-250.80 -426.00	10,324,415.04 10,323,989.04
Bill Pmt -Check Bill Pmt -Check	03/13/2023 03/13/2023	5792	Triumph Pest Control		x	20000 · Account	-100.00	10,323,889.04
Bill Pmt -Check	03/13/2023	5793	USABluebook		Х	20000 · Account	-157,63	10,323,731.41
Bill Pmt -Check	03/13/2023	5794	Villalon, Brooke		Х	20000 · Account	-171.24	10,323,560.17
Bill Pmt -Check	03/13/2023	5795	Wells Fargo Venodr	CC Panoint	X X	20000 · Account -SPLIT-	-200.28 374.75	10,323,359.89 10,323,734.64
General Journal General Journal	03/13/2023 03/13/2023	03132 03132		CC Receipt BD Receipt	x	11000 · Broadw	739.15	10,324,473.79
General Journal	03/13/2023	03132		Check Receipt	x	11000 · Broadw	120.95	10,324,594.74
General Journal	03/13/2023	03132		Cash Receipt	Х	11000 · Broadw	787.44	10,325,382.18
General Journal	03/13/2023	03132		CC Receipt	Х	11000 · Broadw	3,696.55	10,329,078.73
Bill Pmt -Check	03/14/2023	5796 5707	AT&T		X X	20000 · Account	-1,241,55 -106.34	10,327,837.18 10,327,730.84
Bill Pmt -Check Bill Pmt -Check	03/14/2023 03/14/2023	5797 5798	Brightspeed EMC Insurance		x	20000 · Account	-106.34 -1,647.90	10,326,082.94
Bill Pmt -Check	03/14/2023	5799	Mcginnis Lochridge		X	20000 · Account	-12,612,56	10,313,470.38
General Journal	03/14/2023	03142	•	CC Receipt	Х	-SPLIT-	794.64	10,314,265.02
General Journal	03/14/2023	03142		BD Receipt	X	11000 · Broadw	374.00 665,30	10,314,639.02 10,315,304.32
General Journal General Journal	03/14/2023 03/14/2023	03142 03142		Check Receipt Cash Receipt	X X	11000 · Broadw 11000 · Broadw	291.40	10,315,595.72
General Journal	03/14/2023	03142		CC Receipt	X	11000 · Broadw	16,055.36	10,331,651.08
General Journal	03/14/2023	03142		CC Receipt	Х	11000 · Broadw	5,201.51	10,336,852.59
General Journal	03/15/2023	03152		CC Receipt	X	-SPLIT-	907.34	10,337,759.93
General Journal	03/15/2023	03152 03152		BD Receipt Check Receipt	X	11000 · Broadw 11000 · Broadw	612.38 1,221.35	10,338,372,31 10,339,593.66
General Journal General Journal	03/15/2023 03/15/2023	03152		Cash Receipt	x	11000 · Broadw	18,788.91	10,358,382.57
General Journal	03/15/2023	03152		CC Receipt	x	11000 · Broadw	484.31	10,358,866.88
General Journal	03/15/2023	03152		CC Receipt	Х	11000 · Broadw	13,901.43	10,372,768.31
Deposit	03/15/2023			Deposit	X	41620 · Co Ban	11,491.80	10,384,260.11
General Journal	03/16/2023	03162 03162		CC Receipt BD Receipt	X X	-SPLIT- 11000 · Broadw	917.04 829,76	10,385,177.15 10,386,006.91
General Journal General Journal	03/16/2023 03/16/2023	03162		Check Receipt	x	11000 Broadw	180.00	10,386,186.91
General Journal	03/16/2023	03162		Cash Receipt	X	11000 Broadw	47,870.08	10,434,056.99
General Journal	03/16/2023	03162		CC Receipt	Х	11000 · Broadw	30,434.65	10,464,491.64
General Journal	03/16/2023	03162		CC Receipt	X	11000 · Broadw	5,665.12 348,90	10,470,156.76 10,470,505.66
General Journal General Journal	03/16/2023 03/17/2023	03162 03172		CC Receipt CC Receipt	X X	11000 · Broadw -SPLIT-	613,24	10,470,505.66
General Journal	03/17/2023	03172		BD Receipt	x	11000 · Broadw	206.33	10,471,325.23
General Journal	03/17/2023	03172		Check Receipt	Х	11000 · Broadw	472,87	10,471,798.10
General Journal	03/17/2023	03172		Cash Receipt	Х	11000 · Broadw	65.72	10,471,863,82

Туре	Date	Num	Name	Memo	Cir	Split	Amount	Balance
General Journal	03/17/2023	03172		CC Receipt	X	11000 · Broadw	183.24	10,472,047.06
General Journal	03/17/2023	03172		CC Receipt	x	11000 · Broadw	2,354.20	10,474,401.26
General Journal	03/18/2023	03182		CC Receipt	Х	-SPLIT-	1,719.23	10,476,120.49
General Journal	03/19/2023	0319203		CC Receipt	Х	-SPLIT-	655.97	10,476,776.46
General Journal	03/20/2023	03202		CC Receipt	X	-SPLIT-	163,52	10,476,939.98
General Journal	03/20/2023	03202		BD Receipt Check Receipt	X X	11000 · Broadw 11000 · Broadw	107.42 376.00	10,477,047.40 10,477,423.40
General Journal General Journal	03/20/2023 03/20/2023	03202 03202		Cash Receipt	X	11000 · Broadw	22,206.73	10,499,630.13
General Journal	03/20/2023	03202		CC Receipt	x	11000 Broadw	3,763,66	10,503,393.79
Bill Pmt -Check	03/21/2023	5800	Alterman, Inc.	0 0 1 1000 pt	X	20000 · Account	-6,284,85	10,497,108.94
Bill Pmt -Check	03/21/2023	5801	Bermea, Alice		Х	20000 · Account	-80.65	10,497,028.29
Bill Pmt -Check	03/21/2023	5802	Blue Cross and Blue			20000 · Account	-5,915.77	10,491,112.52
Bill Pmt -Check	03/21/2023	5803	Broadway Bank			20000 · Account	-380.28	10,490,732.24
Bill Pmt -Check	03/21/2023	5804	Continental Utility Sol			20000 · Account	-100,00	10,490,632.24
Bill Pmt -Check	03/21/2023	5805	Core&Main			20000 · Account 20000 · Account	-28.00 -4,000.00	10,490,604.24 10,486,604.24
Bill Pmt -Check Bill Pmt -Check	03/21/2023 03/21/2023	5806 5807	EWEAC Frontier Communicati			20000 · Account	-246.01	10,486,358.23
Bill Pmt -Check	03/21/2023	5808	Liberty National	VOID:	Х	20000 · Account	0.00	10,486,358.23
Bill Pmt -Check	03/21/2023	5809	Loftin Equipment Co.	•	•	20000 · Account	-3,503.00	10,482,855.23
Bill Pmt -Check	03/21/2023	5810	NewGen Strategies &		Х	20000 · Account	-6,615.00	10,476,240.23
Bill Pmt -Check	03/21/2023	5811	Pitney Bowes Global			20000 · Account	-189.00	10,476,051.23
Bill Pmt -Check	03/21/2023	5812	SecureVision of Amer		Х	20000 · Account	-31,242.40	10,444,808.83
Bill Pmt -Check	03/21/2023	5813	Spillmann, Doug			20000 · Account	-300.38	10,444,508.45
Bill Pmt -Check	03/21/2023	5814	TAS United			20000 · Account	-366,85	10,444,141.60
Bill Pmt -Check	03/21/2023	5815	Time Warner Cable			20000 · Account	-208,78	10,443,932.82
Bill Pmt -Check	03/21/2023	5816	USABluebook			20000 · Account 20000 · Account	-498.20 -226.00	10,443,434.62 10,443,208.62
Bill Pmt -Check Bill Pmt -Check	03/21/2023 03/21/2023	5817 5818	Wells Fargo Venodr WEX Bank			20000 · Account	-1,141.95	10,442,066.67
Bill Pmt -Check	03/21/2023	5819	Guardian			20000 · Account	-501.70	10,441,564.97
Bill Pmt -Check	03/21/2023	5820	Liberty National			20000 · Account	-549.84	10,441,015,13
General Journal	03/21/2023	03212	Discordy Transcript	CC Receipt	Х	-SPLIT-	62,33	10,441,077.46
General Journal	03/21/2023	03212		BD Receipt	Х	11000 · Broadw	250.00	10,441,327.46
General Journal	03/21/2023	03212.,.		Check Receipt	Х	11000 · Broadw	126.50	10,441,453.96
General Journal	03/21/2023	03212		Cash Receipt	X	11000 · Broadw	93.94	10,441,547.90
General Journal	03/21/2023	03212		CC Receipt	X	11000 · Broadw	343,87	10,441,891.77
General Journal	03/21/2023	03212	NOT	CC Receipt	X X	11000 · Broadw 40100 · Water S	2,711.01 -249.73	10,444,602.78 10,444,353.05
Check General Journal	03/21/2023 03/22/2023	NSF29 03222	NSF	CC Receipt	X	-SPLIT-	-249.73 444.00	10,444,797.05
General Journal	03/22/2023	03222		BD Receipt	x	11000 · Broadw	215.00	10,445,012.05
General Journal	03/22/2023	03222		Check Receipt	Х	11000 · Broadw	90.56	10,445,102.61
General Journal	03/22/2023	03222		Cash Receipt	Х	11000 Broadw	2,103.17	10,447,205.78
General Journal	03/22/2023	03222		CC Receipt	Х	11000 · Broadw	2,500.35	10,449,706.13
Check	03/22/2023	NSF18	NSF		X	40100 · Water S	-99.06	10,449,607.07
General Journal	03/23/2023	03232		CC Receipt	X	-SPLIT-	271.78	10,449,878.85
General Journal	03/23/2023	03232		BD Receipt Check Receipt	X	11000 · Broadw 11000 · Broadw	60,00 920,00	10,449,938,85 10,450,858.85
General Journal General Journal	03/23/2023 03/23/2023	03232 03232		Cash Receipt	x	11000 Broadw	64,80	10,450,923.65
General Journal	03/23/2023	03232		CC Receipt	x	11000 Broadw	3,905.52	10,454,829.17
General Journal	03/23/2023	03232		CC Receipt	X	11000 · Broadw	1,829,40	10,456,658,57
General Journal	03/24/2023	03242		CC Receipt	Х	-SPLIT-	366.25	10,457,024.82
General Journal	03/24/2023	03242		BD Receipt	Х	11000 · Broadw	252.80	10,457,277.62
General Journal	03/24/2023	03242		Check Receipt	Х	11000 · Broadw	5,422.88	10,462,700.50
General Journal	03/24/2023	03242		Cash Receipt	X	11000 · Broadw	1,836,65	10,464,537.15
General Journal	03/24/2023	03242		Net Check Payroll Taxes	X	60000 · Salaries 60000 · Salaries	-12,203.99 -3,310.51	10,452,333.16 10,449,022.65
General Journal General Journal	03/24/2023 03/24/2023	03242 03242		Payroll Prcoes	X X	60000 · Salaries	-161,76	10,448,860.89
General Journal	03/25/2023	03252		CC Receipt	x	-SPLIT-	641,64	10,449,502.53
General Journal	03/26/2023	03262		CC Receipt	,	-SPLIT-	201.44	10,449,703.97
General Journal	03/26/2023	03262		BD Receipt	Х	11000 · Broadw	984,04	10,450,688.01
General Journal	03/27/2023	03272		CC Receipt	Х	-SPLIT-	53.24	10,450,741.25
General Journal	03/27/2023	03272		BD Receipt	Х	11000 · Broadw	89.94	10,450,831.19
General Journal	03/27/2023	03272		Check Receipt	Х	11000 · Broadw	55.00	10,450,886,19
General Journal	03/27/2023	03272		Cash Receipt	v	11000 · Broadw	186.03	10,451,072.22
General Journal General Journal	03/27/2023 03/27/2023	03272 03272		CC Receipt CC Receipt	X X	11000 · Broadw 11000 · Broadw	51,846,55 1,085.21	10,502,918.77 10,504,003.98
Deposit	03/27/2023	03272		Deposit	x	40500 · Inquiry	1,000.00	10,505,003.98
General Journal	03/28/2023	03092		CC Receipt	x	-SPLIT-	1,000.00	10,505,003.98
General Journal	03/28/2023	03092		BD Receipt	X	11000 · Broadw		10,505,003.98
General Journal	03/28/2023	03092		Check Receipt	Х	11000 · Broadw		10,505,003.98
General Journal	03/28/2023	03092		Cash Receipt	X	11000 · Broadw		10,505,003.98
General Journal	03/28/2023	03282		CC Receipt	X	-SPLIT-	131,90	10,505,135.88
General Journal	03/28/2023	03282		BD Receipt	Х	11000 · Broadw	3,950.00	10,509,085.88
General Journal	03/28/2023	03282 03282		Check Receipt Cash Receipt	х	11000 · Broadw 11000 · Broadw	190.66 2,364.87	10,509,276.54 10,511,641.41
General Journal General Journal	03/28/2023 03/28/2023	03282		CC Receipt	x	11000 · Broadw	6,006.56	10,517,647.97
Bill Pmt -Check	03/29/2023	5821	Hydrant Rescue		â	20000 · Account	-16,785.00	10,500,862.97
General Journal	03/29/2023	03292	,	CC Receipt	X	-SPLIT-	300.00	10,501,162.97
General Journal	03/29/2023	03292		BD Receipt		11000 · Broadw	261.70	10,501,424.67

Туре	Date	Num	Name	Memo	Cir	Split	Amount	Balance
General Journal Check General Journal General Journal General Journal General Journal	03/29/2023 03/29/2023 03/30/2023 03/30/2023 03/30/2023 03/30/2023	03292 HRTL 03172 03172 03172	Heartland Clarke Check	Check Receipt CC Receipt BD Receipt Check Receipt Cash Receipt	X X X X X	11000 · Broadw 63340 · Office S -SPLIT- 11000 · Broadw 11000 · Broadw 11000 · Broadw	1,395.42 -107.53	10,502,820.09 10,502,712.56 10,502,712.56 10,502,712.56 10,502,712.56 10,502,712.56 10,503,062.56
General Journal	03/30/2023 03/30/2023 03/30/2023 03/31/2023 03/31/2023 03/31/2023 03/31/2023	03302 03302 03302 03312 03312 03312		CC Receipt BD Receipt Check Receipt CC Receipt BD Receipt Check Receipt Cash Receipt	Х	-SPLIT- 11000 · Broadw 11000 · Broadw -SPLIT- 11000 · Broadw 11000 · Broadw	397.20 1,455.23 166.19 37.00 268.00 347.77	10,503,452.56 10,504,914.99 10,505,081.18 10,505,118.18 10,505,386.18 10,505,733.98
General Journal	03/31/2023	03312		CC Receipt		11000 · Broadw	2,858.14	10,508,592.09
otal 11000 · Broadway St	JD Operating - 33	05					-18,544.19	10,508,592.09
1100 · Broadway SUD G Transfer Check Check Check Check Check Check	M Checking - 12 03/01/2023 03/03/2023 03/08/2023 03/20/2023 03/23/2023 03/23/2023	227 228 229 230 231	Postmaster Simply Clean caldwell County Treas Simply Clean Ramon Arredondo	Funds Transfer	X X X X X	11000 · Broadw 63245 · Postage 63345 · Building -SPLIT- 63345 · Building 60900 · BOD Ex	1,400.00 -1,116.92 -160.56 -107.00 -160.56 -150.00	1,800.44 3,200.44 2,083,52 1,922.96 1,815.96 1,655.40 1,505.40
otal 11100 · Broadway St	JD GM Checking	- 1253					-295.04	1,505,40
2050 · CUSI Allowance otal 12050 · CUSI Allowa	nce							-20,000.00 -20,000.00
2010 · CUSI Receivables otal 12010 · CUSI Receiv								308,368,02 308,368,02
4200 · Co-Bank Co-Op C otal 14200 · Co-Bank Co-								36,032.74 36,032.74
4000 · Prepaid Expenser otal 14000 · Prepaid Expe								26,883.72 26,883.72
21001 Unbilled Receiva otal 121001 Unbilled Re								105,424.93 105,424.93
8500 · Construction in Fotal 18500 · Construction								34,786.92 34,786.92
8900 · Accumulated Dep otal 18900 · Accumulated								-5,038,332.86 -5,038,332.86
8400 · Water System otal 18400 · Water System	m							8,637,082.66 8,637,082.66
8300 · Equipment otal 18300 · Equipment						•		209,803.93 209,803.93
8200 · Buildings otal 18200 · Buildings								271,055.00 271,055.00
8100 · Land otal 18100 · Land								463,573.12 463,573.12
3000 - Capital Assets 15100 - AccumDep Of General Journal	fice 03/31/2023	03162				63355 · Depreci	-660,06	-39,276.43 -1,320.12 -1,980.18
Total 15100 · AccumDe	ep Office					_	-660.06	-1,980.18
15000 · AccumDep Sy General Journal	vstem 03/31/2023	03162				63355 · Depreci	-20,689.37	-41,378.74 -62,068,11
Total 15000 · AccumDe	ep System						-20,689.37	-62,068.11
13170 · Furniture & Fi	xtures							3,422.43 3,422.43
otal 13000 · Capital Asse							-21,349.43	-60,625.86
Ola 10000 - Cabilal Mose								

	Mar 23
Ordinary Income/Expense	
Income	
40000 · Water Acquistion Fee	84,000.00
40100 · Water Sales Fee	268,399.48
40150 Tap Fee Whisper	0.00
40300 · Installation Charges	0.00
40500 · Inquiry Fees	1,000.00
40600 · Engineering / Admin Fees	9,600.00
40700 · Late Fees	11,150.00
40800 · Transfer Fees	25.00
40900 · Reconnect Fees	7,310.00
41000 · Single Application Fee	0.00
41050 · Application Fee Whisper	0.00 6,200.00
41000 · Single Application Fee - Other	6,200.00
Total 41000 · Single Application Fee	6,200.00
41200 · NSF Fees	140.00
41300 · Customer Service Inspection Fee	2,500.00
41400 · Easement Right of Way	0.00
41500 · Miscellaneous Income	0,00 4,780.26
41600 · EAA Fees 41610 · Interest Income	281.48
Total Income	395,386.22
Gross Profit	395,386.22
	000,000.22
Expense	
Operating Expenses	24 427 24
60000 · Salaries 63000 · Professional Fees	31,127.31
63000.1 · Other Professional Fees	11,326.70
63000.1 • Other Professional Fees	240.27
63000.3 · Computer & Networkings	3,636.78
Total 63000 · Professional Fees	15,203.75
	,
63130 · Group Insurance Premiums 63170 · Easement Recording Fees	1,647.90 104.00
63200 · Legal Fees	3,872.64
•	·
63205 · EAA Program	2,880.95
63240 · Telephone Expense	1,759.38
63245 · Postage	1,116.92
63321 · Office Equipment Rental	615.28 381.03
63335 · Travel 63340 · Office Supplies	381.03 940.76
63345 · Building Maintenance	421.12
63355 · Depreciation Expense	660.06
63360 · Vehicle Expense	138.40
63365 · Vehicle Fuel	2,920.36
63375 · Utilities	409.17
Total Operating Expenses	64,199.03

	Mar 23
System Expense	
13185 · Equipment Rental	3,503.00
63211 · Depreciatio Expense	20,689.37
63214 · System Chemicals	450.00
63215 · System Maintenance	114,930.83
63216 · System Supplies	51,993.31
63217 · System Utilities	1,292.13
63220 · Engineering Fees	17,700.00
63221 · CRWA Admin Fees	8,916.62
63222 · Water Purchase	144,749.68
Total System Expense	364,224.94
60200 · Payroll Tax Expense	2,291.54
60300 · Employee Benefits	5,431.99
60600 · Bank Charges	5.00
60700 · Uniforms	141.26
60900 · BOD Expense	150.00
Total Expense	436,443.76
Net Ordinary Income	-41,057.54
Other Income/Expense	
Other Income	
41620 · Co Bank Dividend	11,491.80
Total Other Income	11,491.80
Other Expense	
65000 · Interest Expense	6,391.00
Total Other Expense	6,391.00
Net Other Income	5,100,80
Net Income	-35,956.74

Maxwell Special Utility District Profit & Loss Budget vs. Actual

· · · · · · · · · · · · · · · · · · ·	Mar 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense		1111, 1		, , , , , , , , , , , , , , , , , , ,
Income 40000 - Water Acquistion Fee 40100 - Water Sales Fee 40150 - Tap Fee Whisper 40300 - Installation Charges	84,000.00 268,399.48 0.00 0.00	43,750.00 222,308.75 6,666.67 275,000.00	40,250.00 46,090.73 -6,666.67 -275,000.00	192.0% 120.7% 0.0% 0.0%
40500 · Inquiry Fees 40600 · Engineering / Admin Fees 40700 · Late Fees 40800 · Transfer Fees 40900 · Reconnect Fees 41000 · Single Application Fee	1,000.00 9,600.00 11,150.00 25.00 7,310.00	5,000.00 5,000.00 2,708.33 63.33 208.33	-4,000,00 4,600,00 8,441.67 -58.33 7,101.67	20.0% 192.0% 411.7% 30.0% 3,508.9%
41050 · Application Fee Whisper 41000 · Single Application Fee - Other	0.00 6,200.00	833.33 2,500.00	-833,33 3,700,00	0.0% 248.0%
Total 41000 · Single Application Fee	6,200.00	3,333.33	2,866,67	186.0%
41200 · NSF Fees 41300 · Customer Service Inspection Fee 41400 · Easement Right of Way 41500 · Miscellaneous Income	140.00 2,500.00 0.00 0.00	83.33 291.67 8.33	56.67 2,208.33 -8.33	168.0% 857.1% 0.0%
41600 · EAA Fees 41610 · interest income	4,780.26 281.48	2,916.67 37.00	1,863,59 244.48	163.9% 760,8%
Total Income	395,386,22	567,395.74	-172,009,52	69.7%
Gross Profit	395,386.22	567,395.74	-172,009.52	69.7%
Expense Operating Expenses 60000 · Salaries 62340 · Contract Labor	31,127.31 0.00	35,359.80 41.67	-4,232.49 -41.67	68,0% 0.0%
63000 · Professional Fees 63000.1 · Other Professional Fees 63000.2 · Payroll Processing Fees 63000.3 · Computer & Networkings 63000.4 · Accounting/Tax/Audit	11,326.70 240.27 3,636.78 0.00	516.67 208.33 833.33 1,079.17	10,810.03 31.94 2,803.45 -1,079.17	2,192.3% 115.3% 436.4% 0.0%
Total 63000 · Professional Fees	15,203.75	2,637.50	12,566.25	576.4%
63110 · Salarles & Wages 63130 · Group Insurance Premiums	0.00 1,647.90	0.00	0.00	0.0%
63165 · Licenses & Permits 63170 · Easement Recording Fees	0,00 104.00	16.67	-16.67	0.0%
63200 · Legal Fees 63205 · EAA Program	3,872.64 2,880.95	7,500.00 3,000,00	-3,627,36 -119,05	51.6% 96.0%
63226 - Bad Debt 63240 - Telephone Expense 63246 - Postage 63320 - Office Equipment 63321 - Office Equipment Rental	0.00 1,759.38 1,116.92 0.00 615.28	83,33 1,333,33 708,33 16,67 479,17	-83.33 426.05 408.59 -16.67 136.11	0.0% 132.0% 157.7% 0.0% 128.4%
63335 · Travel 63340 · Office Supplies 63346 · Building Maintenance 63365 · Depreciation Expense 63360 · Vehicle Expense	381.03 940.76 421.12 660.06 138.40	1,250,00 416,67 583,33 166,67	-309.24 4.45 76.73 -28.27	75.3% 101.1% 113.2% 83.0%
63366 - Vehicle Fuel 63370 - Vehicle Maintenance 63375 - Utilities	2,920.36 0,00 409.17	1,083.33 458.33 375.00	1,837.03 -458.33 34.17	269.6% 0.0% 109.1%
Total Operating Expenses System Expense	64,199.03	55,509.80	8,689.23	115.7%
13185 · Equipment Rental 63211 · Depreciatio Expense 63213 · System Install 63214 · System Chemicals 63215 · System Maintenance 63216 · System Supplies 63217 · System Utilities	3,503,00 20,689,37 0.00 450,00 114,930,83 51,993,31 1,292,13	83,33 18,750.00 458,33 458,33 18,750.00 10,000.00 791.67	3,419.67 1,939.37 -458.33 -8.33 96,180.83 41,993.31 500.46	4,203.8% 110.3% 0.0% 98.2% 613.0% 519.9% 163.2%
63219 · Installation (meter sets, bores 63220 · Engineering Fees 63221 · CRWA Admin Fees 63222 · Water Purchase Total System Expense	0.00 17,700.00 8,916.62 144,749.68	3,333,33 5,833,33 4,583,33 88,923,50	-3,333.33 11,866.67 4,333.29 55,826.18	0.0% 303.4% 194.5% 162.8%
roldi dystem Expense	304,224.94	101,809.13	212,209.79	239,1%

Maxwell Special Utility District Profit & Loss Budget vs. Actual

	Mar 23	Budget	\$ Over Budget	% of Budget
60100 · Contract Labor	0.00	16.67	-16.67	0,0%
60200 · Payroll Tax Expense	2,291.54	2,990.46	-698,92	76,6%
60300 · Employee Benefits	5,431,99	4,752.91	679.08	114.3%
60400 · Continuing Education	0.00	83.33	-83,33	0,0%
60600 ⋅ Bank Charges	5.00	166.67	-161.67	3,0%
60700 · Uniforms	141.26	83,33	57.93	169.5%
60800 · Dues	0,00	104.17	-104.17	0,0%
60900 · BOD Expense	150.00			
60910 · Insurance	00,0	3,170.42	-3,170.42	0.0%
60950 · Miscellaneous Expense	0.00	41.67	-41.67	0,0%
Total Expense	436,443,76	218,884.58	217,559.18	199.4%
Net Ordinary Income	-41,057.54	348,511.16	-389,568.70	-11.8%
Other Income/Expense Other Income				
41620 · Co Bank Dividend	11,491.80			
Total Other Income	11,491.80			
Other Expense 65000 · Interest Expense	6,391.00	250,00	6,141.00	2,556.4%
Total Other Expense	6,391.00	250.00	6,141.00	2,556.4%
Net Other Income	5,100,80	-250.00	5,350.80	-2,040,3%
Net Income	-35,956.74	348,261.18	-384,217.90	-10.3%

January through March 2023

	Jan 23	Feb 23	Mar 23	TOTAL
Ordinary Income/Expense				
Income 40000 · Water Acquistion Fee 40100 · Water Sales Fee 40150 · Tap Fee Whisper 40300 · Installation Charges	45,500.00 272,302.51 3,260.00 1,100.00	150,500.00 274,791.14 44,825.00 7,700.00	84,000.00 268,399.48 0.00 0.00	280,000.00 815,493,13 48,085.00 8,800.00
40400 · Impact Fee	0.00	2,658,250.00	0.00	2,658,250.00
40500 · Inquiry Fees 40600 · Engineering / Admin Fees 40700 · Late Fees 40800 · Transfer Fees 40900 · Reconnect Fees 41000 · Single Application Fee 41050 · Application Fee 41050 · Single Application Fee	0.00 5,200.00 8,290.00 25.00 1,130.00 250.00 4,950.00	166,250,00 17,400,00 3,810,00 50,00 500,00 2,750,00 7,650,00	1,000,00 9,600.00 11,150.00 25.00 7,310.00 0.00 6,200.00	167,250.00 32,200.00 23,250.00 100.00 8,940.00 3,000.00 18,800.00
Total 41000 · Single Application Fee	6,200.00	10,400.00	6,200.00	21,800,00
41200 · NSF Fees 41300 · Customer Service Inspection Fee 41400 · Easement Right of Way 41500 · Miscellaneous Income 41600 · EAA Fees 41610 · Interest Income	140.00 1,950.00 0.00 0.00 4,445.90 280.89	105.00 6,225.00 156.00 0.00 4,131.09 253.99	140.00 2,500.00 0.00 0.00 4,780.26 281.48	385.00 10,675.00 155.00 0.00 13,357.25 816.36
Total Income	348,824,30	3,345,347.22	395,386,22	4,089,557.74
Gross Profit	348,824.30	3,345,347.22	395,386,22	4,089,557.74
Expense				
Operating Expenses 60000 · Salaries 63000 · Professional Fees 63000.1 · Other Professional Fees 63000.2 · Payroll Processing Fees 63000.3 · Computer & Networkings 63000 · Professional Fees - Other	31,118.16 6,693.75 359.27 3,478.96 7,091.41	32,331.49 2,520.55 225.27 4,435.24 1,000.00	31,127.31 11,326.70 240.27 3,636.78 0.00	94,576.96 20,541.00 824.81 11,550.98 8,091.41
Total 63000 · Professional Fees	17,623.39	8,181.06	15,203.75	41,008,20
63130 · Group Insurance Premiums 63170 · Easement Recording Fees 63200 · Legal Fees	12,948.20 52.00	5,924.89 156.00 8,581.50	1,647.90 104.00	20,520.99 312.00 8,581.50
63204 · Easement Access 63203 · County Letigation 63201 · General Counsel 63202 · Special Election 63200 · Legal Fees · Other	0.00 0.00 717.50 4,002.50	2,207.75 2,924.11 0.00 17,377.41	0.00 0.00 0.00 0.00 3,872.64	2,207.75 2,924.11 717.50 25,252.55
Total 63200 · Legal Fees	4,720.00	31,090.77	3,872.64	39,683.41
63205 · EAA Program 63240 · Telephone Expense 63245 · Postage 63321 · Office Equipment Rental 63335 · Travel 63340 · Office Supplies 63345 · Building Maintenance 63355 · Depreciation Expense 63360 · Vehicle Expense	2,880.96 2,231.03 320.99 1,028.29 0.00 618.35 421.12 660.06 499.98	2,880.95 1,688.14 1,743.18 426.28 0.00 845.44 421.12 660.06 190.01	2,880.95 1,759.38 1,116.92 615.28 381.03 940.76 421.12 660.08 138.40	8,642.86 5,678.55 3,181.09 2,069.85 381.03 2,404.55 1,263.36 1,980.18 828.39
63365 · Vehicle Fuel 63370 · Vehicle Maintenance 63375 · Utilities	1,177.24 3,750.96 349.35	1,778.41 110.08 459.51	2,920.36 0,00 409.17	5,876.01 3,861,04 1,218.03
Total Operating Expenses	80,400.08	88,887.39	64,199.03	233,486.50
System Expense 13185 · Equipment Rental 63211 · Depreciatio Expense 63214 · System Chemicals 63216 · System Maintenance 63216 · System Supplies 63217 · System Utilities 63219 · Installation (meter sets, bores 63220 · Engineering Fees 63221 · CRWA Admin Fees	3,503.00 20,689.37 213.92 17,034.60 18,235.97 1,430.27 0.00 10,637.50 20,658.71	3,503.00 20,689.37 1,655.04 42,716.40 8,851.03 1,376.61 5,000.00 12,356.25 20,658.71	3,503.00 20,689.37 450.00 114,930.83 51,993.31 1,292.13 0.00 17,700.00 8,916.62	10,509.00 62,068.11 2,318.96 174,681.83 79,080.31 4,099.01 5,000.00 40,693.75 50,234.04
63222 · Water Purchase Total System Expense	245,168.64 337,571.98	132,070.98 248,877.39	144,749.68 364,224.94	521,989.30 950,674.31

January through March 2023

	Jan 23	Feb 23	Mar 23	TOTAL
60200 ⋅ Payroll Tax Expense	3,294.51	3,030.18	2,291.54	8,616.23
60300 ⋅ Employee Benefits	5,431.99	5,431.99	5,431.99	16,295.97
60500 · Advertising	206.24	0.00	0.00	206.24
60600 · Bank Charges	5.00	5.00	5,00	15.00
60700 · Uniforms	0.00	0.00	141.26	141.26
60900 · BOD Expense	164.87	0.00	150,00	314.87
Total Expense	427,074.67	346,231.95	436,443.76	1,209,750.38
Net Ordinary Income	-78,250,37	2,999,115.27	-41,057.54	2,879,807.36
Other Income/Expense Other Income				
41620 ⋅ Co Bank Dividend	0.00	0,00	11,491.80	11,491.80
Total Other Income	0,00	0.00	11,491.80	11,491.80
Other Expense 65000 · Interest Expense	6,391,00	6,391.00	6,391,00	19,173.00
00000 - Hitelest Exhelles	0,001,00		0,00 1,00	
Total Other Expense	6,391.00	6,391.00	6,391.00	19,173.00
Net Other Income	-6,391.00	-6,391.00	5,100.80	-7,681.20
Net Income	-84,641.37	2,992,724.27	-35,956.74	2,872,126.16

Maxwell Special Utility District A/P Aging Summary As of March 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Alterman, Inc.	0.00	2,698.48	0.00	0.00	0.00	2,698.48
Canyon Regional Water Authority	151,920.21	0.00	0.00	0.00	0.00	151,920.21
Dewitt & Poth	484.24	109.03	0.00	0.00	0.00	593.27
Edwards Aquifer Research and Data Center	150.00	0.00	0.00	0.00	0.00	150.00
EWEAC	0.00	-2,000.00	0.00	0.00	0.00	-2,000.00
Gallegos Engineering, Inc.	17,700.00	0.00	0.00	0.00	0.00	17,700.00
Hawkins, Inc.	300.00	0.00	0.00	0.00	0.00	300.00
Lockhart Ace	126.95	51.98	46.35	0,00	0.00	225.28
Mcginnis Lochridge	3,872,64	0.00	0.00	0.00	0.00	3,872.64
Northwest Cascade Inc	0.00	0.00	0.00	0.00	80.00	80.00
Ranch Road Hartland, LLC	0.00	95,872,50	0.00	0.00	0.00	95,872.50
Texas Excavation Safety Systems, Inc.	344.85	0.00	0.00	0.00	0.00	344.85
Triumph Pest Control Inc.	100.00	0.00	0.00	0.00	0.00	100.00
USABluebook	214.10	0.00	0.00	0.00	0.00	214.10
Wells Fargo Venodr	200.28	0.00	0.00	0.00	-226.00	-25,72
OTAL	175,413.27	96,731.99	46.35	0.00	-146.00	272,045.61