HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36,
OF HARRIS COUNTY, TEXAS

Minutes of Meeting of Board of Directors
February 13, 2025

The Board of Directors (the "Board") of Harris County Municipal Utility District No. 36, of Harris County, Texas (the "District"), convened in regular session, open to the public, on February 13, 2025, at 12:00 noon, at 1300 Post Oak Boulevard, Suite 2500, Houston, Texas, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Chris Mayeu, President
Gina Angulo, Vice President
Steve Mathias, Secretary
Rose Mary Bundscho, Assistant Secretary
Mark Carter, Assistant Secretary

and all of said persons were present, thus constituting a quorum.

Also present were Rahi Patel and Sergio Santacruz of Municipal Accounts & Consulting, L.P. ("MAC"); Chris Davy of Ad Valorem Appraisals, Inc. ("Ad Valorem"); Keith Arrant of Municipal Operations & Consulting, Inc. ("MOC"); Eric Johnson and Andrea Garza of IDS Engineering Group ("IDS"); and Katie Blasio, Melanie Walsh, and Diamond Gallegos of Schwartz, Page & Harding, L.L.P. ("SPH").

PUBLIC COMMENT

There were no comments received from the public.

MINUTES OF MEETING

The Board considered approval of the minutes of its meeting held on January 9, 2025. After review, Director Angulo moved that the minutes of said meeting be approved, as written. Director Bundscho seconded said motion, which unanimously carried.

BOOKKEEPER'S REPORT

Mr. Santacruz presented to and reviewed with the Board a Bookkeeper's Report dated February 13, 2025, including checks presented for payment, a copy of which is attached hereto as **Exhibit A**. Mr. Santacruz additionally presented to and reviewed with the Board a Quarterly Investment Inventory Report ("Investment Report"), prepared by MAC, for the reporting period ended December 31, 2024, a copy of which is included in the Bookkeeper's Report. Following discussion, it was moved by Director Angulo, seconded by Director Bundscho, and unanimously carried, that: (i) the Bookkeeper's Report be approved and the disbursements identified therein be approved for payment; and (ii) the Investment Report be approved and the District's Investment Officer be authorized to execute same on behalf of the Board and the District.

CONTINUING DISCLOSURE REPORT DUE MARCH 31, 2025

The Board next considered the District's annual Continuing Disclosure Report due March 30, 2025. Ms. Blasio advised the Board that as the District currently has no current outstanding bonds, a Continuing Disclosure Report is not required.

TAX ASSESSOR-COLLECTOR'S REPORT

Mr. Davy presented to and reviewed with the Board a written Tax Collector's Report regarding tax collections within the District for the period of January 1, 2025 through January 31, 2025, including a list of bills and charges to be paid out of the District's Tax Account, a copy of which is attached hereto as **Exhibit B**. Following discussion, Director Angulo moved that the Tax Collector's Report and the disbursements reflected therein be approved, as presented. The motion was seconded by Director Bundscho and unanimously carried.

DELINQUENT TAX COLLECTIONS REPORT

Ms. Blasio reported that a Delinquent Tax Report was not received this month from Perdue, Brandon, Fielder, Collins & Mott, L.L.P., the District's delinquent tax collections attorneys. She advised the Board that the next Delinquent Tax Report will be presented at the Board meeting in March.

OPERATIONS REPORT

Mr. Arrant presented to and reviewed with the Board a written Operations Report for the month of December 2024, copies of which are attached hereto as **Exhibit C**. He reported that the District's water accountability for the applicable period was 96%. Mr. Arrant next requested that MOC be given authorization to write off one (1) account in the amount of $46.86 as uncollectible. After discussion, Director Angulo moved that MOC be authorized to write off one (1) account totaling $46.86, as described on the uncollectible account list attached to the Operations Report. Director Bundscho seconded the motion, which carried unanimously.

ENGINEER'S REPORT

The Board next considered the Engineer's Report. In connection therewith, Mr. Johnson presented to and reviewed with the Board a written Engineer's Report dated February 13, 2025, concerning engineering projects within the District, a copy of which is attached hereto as **Exhibit D**. He noted that there would be bids for the replacement of the existing fence at the District's Water Plant presented at the March meeting. Mr. Johnson also notified the Board of two Utility Commitment Letter ("UCL") requests to be approved. Roade Properties, Ltd., is requesting a UCL for one commercial building consisting of approximately 8,400 SF at 20431 Imperial Valley Drive in order to expand the area adjacent to La Michocana Meat Market. Furthermore, CSH Northpark Garden Villas, Ltd. is proposing a multifamily apartment building consisting of approximately 98 units at 20710 Imperial Valley Drive. The Board requested that Mr. Lai from SPH send IDS language to incorporate into the UCL for CSH Northpark Garden Villas, Ltd. regarding the potential tax-exemption status of the multifamily development as Public Facility Corporations ("PFCs"). Following the discussion, Director Angulo moved to (i) approve the Utility Commitment Letter requests and (ii) authorize Mr. Lai to send specific language regarding PFCs to IDS to be included in the letter to CSH Northpark Garden Villas, Ltd. The motion was seconded by Director Bundscho and unanimously carried.

STATUS OF COMPLIANCE WITH THE EPA'S FINAL NATIONAL PRIMARY DRINKING WATER REGULATION FOR PFAS

Mr. Arrant provided the Board with an update on the status of compliance with the EPA's PFAS regulations. There was no action taken by the Board at this time.

ANNUAL REVIEW OF SURVEY OF WAGE RATE SCALES AND ADOPTION OF RESOLUTION ADOPTING PREVAILING WAGE RATE SCALE FOR CONSTRUCTION PROJECTS

The Board considered the review of an annual survey of prevailing wage rates for construction projects and the adoption of a Resolution Adopting Prevailing Wage Rate Scale for Construction Projects (the "Wage Rate Resolution") in connection therewith. In that regard, Ms. Blasio reported that SPH and IDS are recommending that the District adopt the applicable United States Department of Labor ("DOL") wage rate scales for Harris, County Texas, as permitted under Section 2258.022 of the Texas Government Code. After discussion on the matter, Director Angulo moved that the applicable DOL wage rate scales be adopted as the District's prevailing wage rate scale for construction projects, and that the Wage Rate Resolution attached hereto as **Exhibit E**, be adopted by the Board. Director Bundscho seconded said motion, which unanimously carried.

ADOPTION OF RESOLUTION CONCERNING DEVELOPED DISTRICT STATUS FOR 2025 TAX YEAR

Ms. Blasio next addressed the Board concerning the tax rate adoption procedures for special districts. Ms. Blasio noted that the procedures applicable to a particular district will depend, in part, upon whether it is determined to be a "Developed District" under Texas Water Code Section 49.23602. Ms. Blasio then presented to and reviewed with the Board a questionnaire completed by the District's engineer to assist the Board in making this determination. Following discussion, upon motion made by Director Angulo, seconded by Director Bundscho, and unanimously carried, the Resolution Concerning Developed District Status for the Tax Year 2025, attached hereto as **Exhibit F**, determining that the District shall not be considered a Developed District, was adopted by the Board.

REPORT ON THE DISTRICT'S GENERATOR

The Board deferred consideration of the District's participation in the demand response portion of the Acclaim Energy/PowerSecure GenMax Program (the "GenMax Program") after noting there were no updates at this time.

DEVELOPER REPORT

The Board deferred discussion of the Developer Report, as no developer was present at the meeting.

RENEWAL OF DISTRICT'S INSURANCE COVERAGES AND AUTHORIZE SOLICITATION OF PROPOSALS FOR SAME

The Board considered the renewal of the District's insurance coverages. In that regard, Ms. Blasio presented to and reviewed with the Board a renewal proposal received from the District's current insurance carrier, Arthur J. Gallagher & Co. ("Gallagher"), a copy of which is attached hereto as **Exhibit G**. Following discussion of the insurance proposal submitted by Gallagher, Director Angulo moved to approve said proposal for the District's Property, Boiler and Machinery, General Liability/Hired & Non-Owned Auto, Pollution Liability, Umbrella Liability, Directors and Officers, Public Employee Blanket Crime, Business Travel Accident, Tax Assessor-Collector Bond, and Directors Bond insurance policies. Director Bundscho seconded said motion, which carried unanimously.

ATTORNEY'S REPORT

The Board considered the attorney's report. In connection therewith, Ms. Blasio advised that she had nothing further of a legal nature to report to the Board.

CLOSED SESSION

The Board determined that it was not necessary to enter into Closed Session.

FUTURE AGENDA ITEMS

The Board next considered items for placement on future agendas and scheduling of future meetings. Except as may be reflected above, there were no additional agenda items requested other than routine, and ongoing matters.

ADJOURNMENT

There being no further business to come before the Board, upon motion made by Director Angulo, seconded by Director Bundscho and unanimously carried, the meeting adjourned.

(SEAL)

Secretary,
Board of Directors

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36,

OF HARRIS COUNTY, TEXAS

February 13, 2025

LIST OF ATTACHMENTS

Exhibit A: Bookkeeper's Report

Exhibit B: Tax Assessor-Collector Report

Exhibit C: Operations Report

Exhibit D: Engineer's Report

Exhibit E: Resolution Adopting Prevailing Wage Rate Scale for Construction Projects

Exhibit F: Resolution Concerning Developed District Status for the Tax Year 2025

Exhibit G: Gallagher Insurance Proposal

EXHIBIT "A"

Municipal Accounts & Consulting, L.P.

Bookkeeper's Report | February 13, 2025

Harris County Municipal Utility District No. 36

WEBSITE
www.municipalaccounts.com

ADDRESS
1281 Brittmoore Road
Houston, Texas 77043

CONTACT
Phone: 713.623.4539
Fax: 713.629.6859

THIS PAGE INTENTIONALLY LEFT BLANK

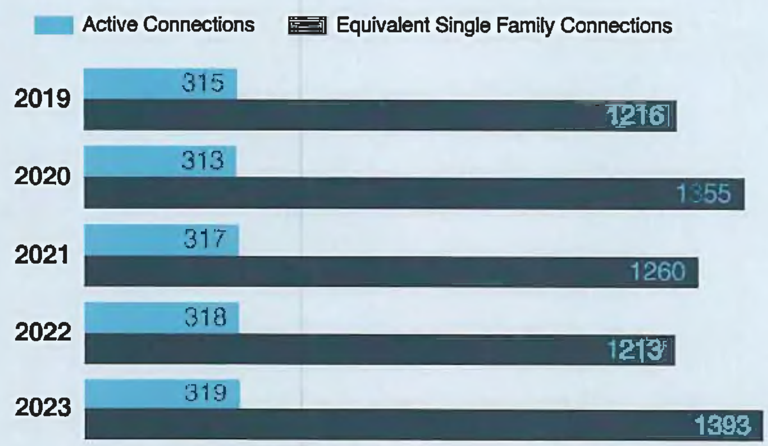
Harris County Municipal Utility District No. 36

BOOKKEEPER'S REPORT I 02/13/2025

Spotlight On Connection Counts In Your District

There are two methods of calculating connections in a Special Purpose District, Equivalent Single Family Connections (ESFC) & Active Connections. ESFC's are the number of connections in the District, adjusted upward for larger meters that provide service for irrigation, commercial and multi-family users. Your engineer uses this number for planning and designing the overall capacity of the District facilities and to determine the maximum number of connections the District can provide. Your active connections are the actual number of connections being used in your District. Tracking these over time enables your Consultants to keep an eye on the growth trend of the District in order to begin plant expansions in a timely manner to be ready for growth.

Meter Size	Active Connections	ESFC Factor	Active ESFC
< 3/4"	192	x1.0	192
1"	19	x2.5	48
1 1/2"	8	x5.0	40
2"	91	x8.0	728
3"	2	x15.0	30
4"	5	x25.0	125
6"	0	x50.0	0
8"	0	x80.0	0
10"	2	x115.0	230
Total Water	319		1,393

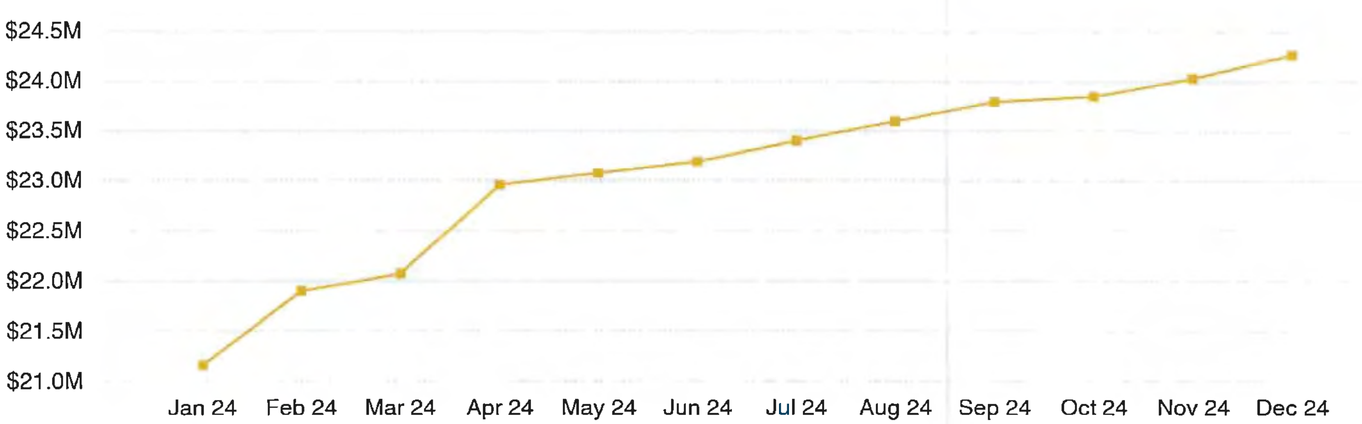


Account Balance I As of 02/13/2025

General Operating
$24,170,196

Total For All Accounts: $24,170,196

Account Balance By Month I January 2024 - December 2024

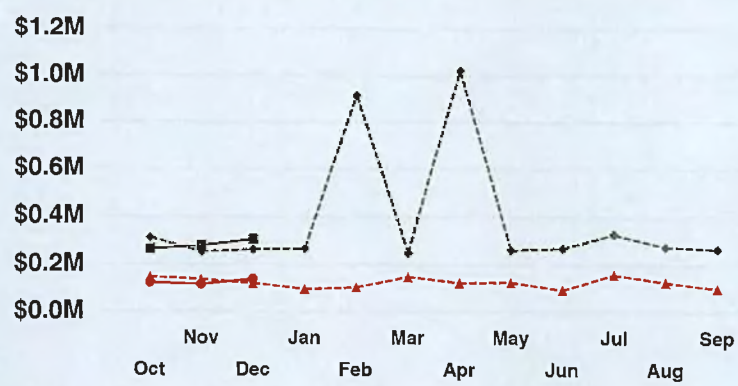


Monthly Financial Summary - General Operating Fund
Harris County MUD No. 36 - GOF

Account Balance Summary

Balance as of 01/10/2025	**$24,089,418**
Receipts	370,219
Disbursements	(289,440)
Balance as of 02/13/2025	**$24,170,196**

Overall Revenues & Expenditures
By Month (Year to Date)



December 2024

Revenues

Actual	Budget	Over/(Under)
$307,051	$249,556	$57,495

Expenditures

Actual	Budget	Over/(Under)
$139,471	$139,522	($51)

October 2024 - December 2024 (Year to Date)

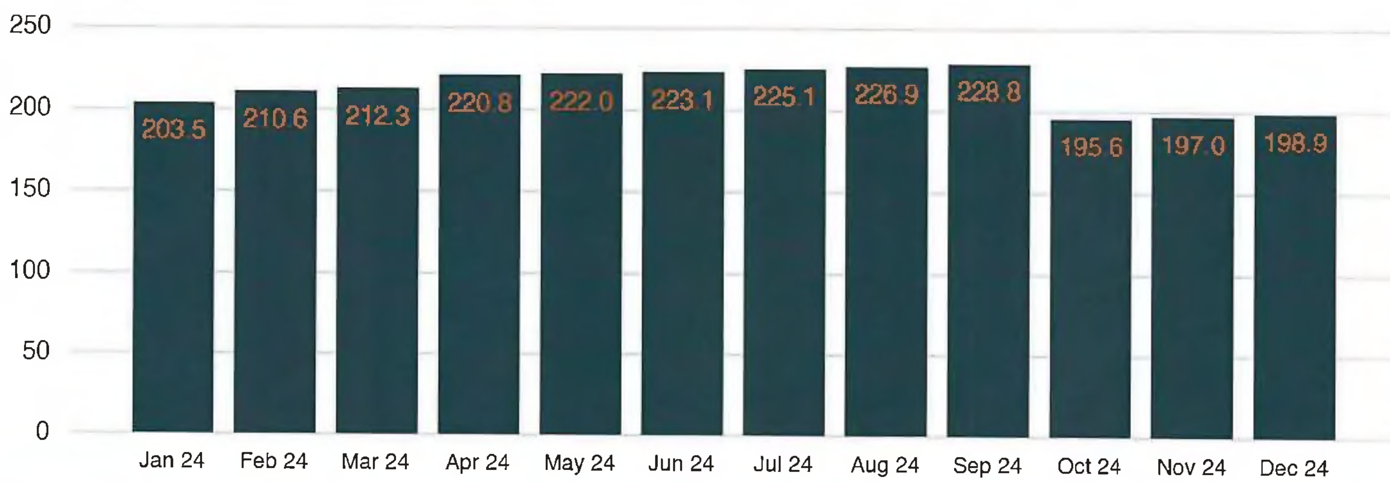
Revenues

Actual	Budget	Over/(Under)
$853,320	$885,885	($32,565)

Expenditures

Actual	Budget	Over/(Under)
$384,330	$397,389	($13,059)

Operating Fund Reserve Coverage Ratio (In Months)



Cash Flow Report - Checking Account

Harris County MUD No. 36 - GOF

Number	Name	Memo	Amount	Balance
Balance as of 01/10/2025				**$33,615.01**
Receipts				
	Transfer from Lockbox Account		87,261.65	
	Transfer from Money Market		60,000.00	
Total Receipts				**$147,261.65**
Disbursements				
7043	AT&T	Telephone Expense	(178.28)	
7048	Chris Mayeu	VOID: Fees of Office - 1/9/25	0.00	
7049	Gina Angulo	VOID: Fees of Office - 1/9/25	0.00	
7073	AT&T	Telephone Expense	(178.65)	
7074	City of Houston Utility Customer Service	GRP Participation	(27,920.18)	
7075	GFL Environmental	Garbage Expense	(4,613.90)	
7076	GFL Environmental	Garbage Expense	(316.08)	
7077	Texas Commission on Environmental Quality	Annual Regulatory Expense	(2,434.61)	
7078	Chris Mayeu	Fees of Office - 02/13/2025	(204.09)	
7079	Gina Angulo	Fees of Office - 02/13/2025	(204.09)	
7080	Mark Carter	Fees of Office - 02/13/2025	(204.09)	
7081	Rosemary Bundscho	Fees of Office - 02/13/2025	(204.09)	
7082	Steven Mathias	Fees of Office - 02/13/2025	(204.09)	
7083	Ayaz Inc	Customer Refund	(261.54)	
7084	Katherinne Abarca	Customer Refund	(135.30)	
7085	Mud King Products, Inc	Customer Refund	(570.76)	
7086	Eastex Environmental Laboratory	Laboratory Expense	(2,895.00)	
7087	IDS Engineering Group, Inc	Engineering Expense	(49,688.49)	
7088	K-3 Resources LP	Sludge Expense	(2,925.00)	
7089	Municipal Accounts & Consulting, LP	Bookkeeping Expense	(4,732.41)	
7090	Municipal Operations and Consulting, Inc.	Maintenance & Operations	(24,288.57)	
7091	PowerSecure, Inc.	IDG System Maintenance	(1,020.08)	
7092	PVS DX INC.	Chemicals Expense	(1,955.82)	
7093	Reliant.	Utility Expense	(7,386.66)	
7094	Schwartz, Page & Harding, LLP	Legal Expense	(3,706.15)	
7095	Seaback Maintenance Inc.	Mowing Expense	(2,283.00)	
7096	Water Utility Services, Inc.	Chemical Expense	(1,710.00)	
7097	AT&T	Telephone Expense	0.00	
7098	City of Houston Utility Customer Service	GRP Participation	0.00	
7099	GFL Environmental	Garbage Expense - Residential	0.00	
7100	GFL Environmental	Garbage Expense - WWTP	0.00	
Bank Chg	Central Bank	Bank Service Charge	(5.00)	
Total Disbursements				**($140,225.93)**
Balance as of 02/13/2025				**$40,650.73**

Cash Flow Report - Operator Account

Harris County MUD No. 36 - GOF

Number	Name	Memo	Amount	Balance
Balance as of 01/10/2025				**$68,111.92**
Receipts				
	Accounts Receivable		41,216.34	
	Accounts Receivable		22,888.14	
Total Receipts				**$64,104.48**
Disbursements				
Bank Chg	Central Bank	Bank Service Charge	(5.00)	
Rtn Checks	Central Bank	Returned Checks	(1,947.67)	
Sweep	Harris County MUD No. 36-Operating	Transfer to Checking Account	(87,261.65)	
Total Disbursements				**($89,214.32)**
Balance as of 02/13/2025				**$43,002.08**

Actual vs. Budget Comparison
Harris County MUD No. 36 - GOF

	December 2024			October 2024 - December 2024			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues							
Water Revenue							
14101 Water - Customer Service Fees	26,315	15,788	10,527	78,617	59,995	18,622	315,760
14102 GRP Fee	19,253	21,892	(2,639)	59,169	72,266	(13,097)	237,600
14105 Connection Fees	40	93	(53)	400	280	120	1,120
Total Water Revenue	45,608	37,773	7,835	138,186	132,541	5,645	554,480
Wastewater Revenue							
14201 Wastewater-Customer Service Fee	21,358	19,914	1,444	62,676	59,741	2,936	238,964
14203 Grease Trap	975	1,024	(49)	2,925	3,071	(146)	12,285
14207 Sewer Surcharge	4,071	3,075	996	8,884	9,226	(342)	36,905
Total Wastewater Revenue	26,404	24,013	2,391	74,485	72,038	2,447	288,154
Property Tax Revenue							
14301 Maintenance Tax Collections	0	0	0	0	0	0	1,483,524
Total Property Tax Revenue	0	0	0	0	0	0	1,483,524
Sales Tax Revenue							
14401 Sales Tax Income	126,581	86,292	40,289	343,566	376,873	(33,307)	1,304,443
Total Sales Tax Revenue	126,581	86,292	40,289	343,566	376,873	(33,307)	1,304,443
Tap Connection Revenue							
14502 Inspection Fees	0	13	(13)	0	39	(39)	154
Total Tap Connection Revenue	0	13	(13)	0	39	(39)	154
Administrative Revenue							
14702 Penalties & Interest	2,291	1,331	960	4,253	3,993	260	15,971
Total Administrative Revenue	2,291	1,331	960	4,253	3,993	260	15,971
Interest Revenue							
14801 Interest Earned on Checking	4	2	2	7	7	1	27
14802 Interest Earned on Temp. Invest	106,163	100,132	6,031	292,823	300,395	(7,572)	1,201,578
Total Interest Revenue	106,167	100,134	6,033	292,830	300,401	(7,571)	1,201,605
Total Revenues	307,051	249,556	57,495	853,320	885,885	(32,565)	4,848,331
Expenditures							
Water Service							
16101 Billing Service Fees - Water	2,560	2,551	10	7,646	7,652	(6)	30,608
16105 Maintenance & Repairs - Water	10,580	11,565	(985)	34,378	34,694	(316)	138,776
16107 Chemicals - Water	75	1,388	(1,313)	3,501	4,165	(664)	16,660
16108 Laboratory Expense - Water	618	846	(228)	2,020	2,538	(519)	10,153
16109 Mowing - Water	394	619	(225)	1,634	1,856	(222)	7,424

	December 2024			October 2024 - December 2024			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures							
Water Service							
16110 Utilities - Water	2,815	3,788	(973)	9,326	11,365	(2,038)	45,459
16111 Reconnections	40	35	5	200	105	95	420
16112 Disconnect Expense	30	53	(23)	300	159	141	637
16113 Service Account Collection	135	398	(263)	509	1,193	(683)	4,770
16114 Telephone Expense - Water	565	184	382	918	551	367	2,205
16115 Meter Replacement	0	75	(75)	0	225	(225)	900
16116 Permit Expense - Water	0	105	(105)	1,196	314	882	1,256
16118 Surface Water Fee	27,920	18,615	9,305	88,123	70,738	17,385	372,307
Total Water Service	45,733	40,221	5,512	149,751	135,555	14,196	631,575
Wastewater Service							
16201 Billing Service Fees-Wastewater	2,580	2,551	29	7,704	7,652	52	30,608
16203 Grease Trap Inspections	660	693	(33)	2,107	2,079	28	8,316
16205 Maint & Repairs - Wastewater	18,421	7,565	10,856	27,695	22,696	4,999	90,784
16207 Chemicals - Wastewater	752	724	28	1,317	2,172	(856)	8,690
16208 Laboratory Fees - Wastewater	1,971	2,497	(526)	7,688	7,491	197	29,963
16209 Mowing - Wastewater	404	617	(213)	2,317	1,851	466	7,403
16210 Utilities - Wastewater	4,618	4,786	(168)	12,471	14,358	(1,887)	57,431
16211 Utilities - Lift Station	237	454	(217)	801	1,361	(561)	5,445
16212 Sludge Removal	2,925	3,197	(272)	5,957	9,591	(3,634)	38,363
16214 Telephone Expense - Wastewater	102	149	(47)	306	446	(140)	1,785
16216 Permit Expense - Wastewater	0	203	(203)	2,316	608	1,708	2,432
Total Wastewater Service	32,670	23,435	9,235	70,676	70,305	371	281,220
Garbage Service							
16301 Garbage Expense	4,787	4,936	(149)	14,310	14,807	(497)	59,228
Total Garbage Service	4,787	4,936	(149)	14,310	14,807	(497)	59,228
Storm Water Quality							
16401 WQ Feature Mowing	25	26	(1)	75	79	(4)	315
16402 Detention Pond Mowing	1,460	1,533	(73)	4,380	4,599	(219)	18,396
Total Storm Water Quality	1,485	1,559	(74)	4,455	4,678	(223)	18,711
Tap Connection							
16502 Inspection Expense	0	0	0	0	0	0	22,653
Total Tap Connection	0	0	0	0	0	0	22,653
Administrative Service							
16701 Administrative Fees	705	664	41	2,173	1,992	180	7,970
16703 Legal Fees	543	4,583	(4,040)	7,486	13,750	(6,264)	55,000
16705 Auditing Fees	20,000	20,000	0	20,000	20,000	0	22,050

Actual vs. Budget Comparison
Harris County MUD No. 36 - GOF

	December 2024			October 2024 - December 2024			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures							
Administrative Service							
16706 Engineering Fees	653	5,000	(4,347)	7,655	15,000	(7,345)	60,000
16710 Website Expense	0	63	(63)	1,020	188	833	750
16711 Insurance & Surety Bond	0	2,158	(2,158)	0	6,475	(6,475)	25,900
16712 Bookkeeping Fees	5,446	6,060	(614)	15,861	18,180	(2,319)	55,090
16714 Printing & Office Supplies	157	475	(317)	512	1,424	(913)	5,697
16715 Filing Fees	9	116	(107)	74	349	(276)	1,397
16716 Delivery Expense	56	181	(125)	119	543	(424)	2,171
16717 Postage	216	239	(23)	647	717	(70)	2,866
16718 Record Storage Fees	152	110	42	455	330	125	1,319
16721 Meeting Expense	0	377	(377)	1,062	1,131	(68)	4,523
16722 Bank Charges	43	33	10	119	99	20	396
16723 Travel Expense	9	11	(2)	29	32	(3)	126
Total Administrative Service	27,990	40,070	(12,080)	57,211	80,209	(22,998)	245,255
Payroll Expense							
17101 Payroll Expenses	0	851	(851)	2,210	2,553	(343)	10,210
17103 Payroll Tax Expense	0	65	(65)	169	195	(26)	781
Total Payroll Expense	0	916	(916)	2,379	2,748	(369)	10,991
Facilities							
17401 IDG System Maintenance	0	1,538	(1,538)	1,200	4,615	(3,415)	18,460
Total Facilities	0	1,538	(1,538)	1,200	4,615	(3,415)	18,460
Other Expense							
17802 Miscellaneous Expense	0	42	(42)	0	125	(125)	500
Total Other Expense	0	42	(42)	0	125	(125)	500
Total Expenditures	112,665	112,716	(51)	299,982	313,041	(13,059)	1,288,593
Total Revenues (Expenditures)	**194,386**	**136,840**	**57,546**	**553,338**	**572,844**	**(19,506)**	**3,559,738**
Other Revenues							
Extra Ordinary Revenue							
15901 Assigned Operating Surplus	0	0	0	0	0	0	2,055,262
15905 Power Secure Settlement	0	0	0	0	0	0	10,000
Total Extra Ordinary Revenue	0	0	0	0	0	0	2,065,262
Total Other Revenues	0	0	0	0	0	0	2,065,262

Actual vs. Budget Comparison

Harris County MUD No. 36 - GOF

	December 2024			October 2024 - December 2024			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Other Expenditures							
Capital Outlay							
17901 Capital Outlay	0	0	0	6,660	6,660	0	50,000
17902 Drainage Facility Rehab	0	0	0	0	0	0	100,000
17904 Capital Outlay - WL Rehab	24,410	24,410	0	68,348	68,348	0	5,000,000
17922 Capital Outlay - WP Fence	2,396	2,396	0	9,340	9,340	0	300,000
Total Capital Outlay	26,806	26,806	0	84,348	84,348	0	5,450,000
Extra Ordinary Expense							
18106 Liberty Property Reimbursement	0	0	0	0	0	0	175,000
Total Extra Ordinary Expense	0	0	0	0	0	0	175,000
Total Other Expenditures	26,806	26,806	0	84,348	84,348	0	5,625,000
Total Other Revenues (Expenditures)	**(26,806)**	**(26,806)**	**0**	**(84,348)**	**(84,348)**	**0**	**(3,559,738)**
Excess Revenues (Expenditures)	**167,580**	**110,034**	**57,546**	**468,990**	**488,496**	**(19,506)**	**0**

Balance Sheet as of 12/31/2024

Harris County MUD No. 36 - GOF

Assets	
Bank	
11101 Cash in Bank	$108,966
11102 Operator	68,112
Total Bank	$177,078
Investments	
11201 Time Deposits	$24,087,691
Total Investments	$24,087,691
Receivables	
11301 Accounts Receivable	$156,520
11303 Maintenance Tax Receivable	46,453
11305 Accrued Interest	56,233
11306 Due From The City of Houston	204,000
Total Receivables	$463,206
Interfund Receivables	
11403 Due From Tax Account	$129,828
Total Interfund Receivables	$129,828
Total Assets	**$24,857,803**
Liabilities & Equity	
Liabilities	
Accounts Payable	
12101 Accounts Payable	$238,937
12102 Payroll Liabilities	338
Total Accounts Payable	$239,275
Other Current Liabilities	
12202 State Assessment Fees	$2,460
Total Other Current Liabilities	$2,460
Deferrals	
12502 Deferred Inflows-Property Taxes	$46,453
Total Deferrals	$46,453
Deposits	
12601 Customer Meter Deposits	$110,168
Total Deposits	$110,168
Total Liabilities	$398,355
Equity	
Unassigned Fund Balance	
13101 Unassigned Fund Balance	$23,990,457
Total Unassigned Fund Balance	$23,990,457

Balance Sheet as of 12/31/2024

Harris County MUD No. 36 - GOF

Liabilities & Equity	
Equity	
Net Income	$468,990
Total Equity	$24,459,447
Total Liabilities & Equity	**$24,857,803**

Investment Profile as of 02/13/2025

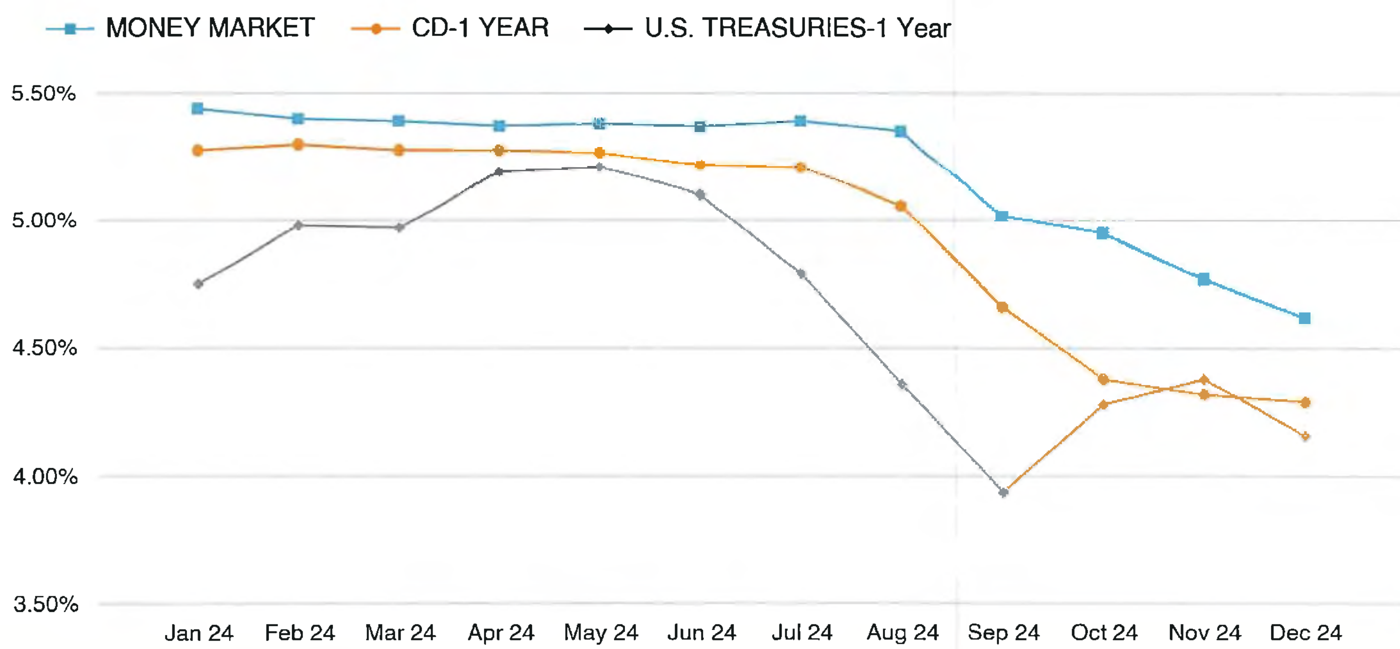
Harris County MUD No. 36

General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest	**Funds Available to Invest**	**Funds Available to Invest**	**Funds Available to Invest**
$24,170,196	N/A	N/A	N/A
Funds Invested	**Funds Invested**	**Funds Invested**	**Funds Invested**
$24,086,543	N/A	N/A	N/A
Percent Invested	**Percent Invested**	**Percent Invested**	**Percent Invested**
99%	N/A	N/A	N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	4.45%	180 Days	4.39%	180 Days	4.29%
		270 Days	4.29%	270 Days	4.29%
		1 Yr	4.25%	1 Yr	4.18%
		13 Mo	3.79%	13 Mo	N/A
		18 Mo	3.87%	18 Mo	4.18%
		2 Yr	2.96%	2 Yr	4.26%

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

Investment Rates Over Time (By Month) I January 2024 - December 2024



Account Balance as of 02/13/2025

Harris County MUD No. 36 - Investment Detail

FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Certificates of Deposit					
SUNFLOWER BANK (XXXX1646)	03/20/2024	03/21/2025	4.55%	235,000.00	
PLAINS STATE BANK (XXXX5043)	03/20/2024	04/20/2025	4.75%	235,000.00	
SUSSER BANK (XXXX6395)	03/21/2024	04/21/2025	4.40%	235,000.00	
CADENCE BANK (XXXX0291)	05/21/2024	05/21/2025	5.25%	235,000.00	
INDEPENDENT BANK (XXXX5221)	12/02/2024	05/31/2025	4.56%	235,000.00	
WALLIS BANK (XXXX0128)	12/06/2024	06/06/2025	4.50%	235,000.00	
VERITEX COMMUNITY BANK (XXXX4871)	07/02/2024	06/30/2025	5.15%	235,000.00	
AMERICAN BANK, N.A. (XXXX0221)	07/31/2024	07/31/2025	5.00%	235,000.00	
SOUTH STAR BANK (XXXX0489)	08/20/2024	08/20/2025	4.43%	235,000.00	
THIRD COAST BANK, SSB (XXXX2916)	10/09/2024	10/03/2025	4.75%	235,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0001)	10/12/2007		4.50%	21,736,543.35	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1824)			0.00%	40,650.73	Checking Account
CENTRAL BANK - CHECKING (XXXX4268)			0.00%	43,002.08	Operator
Totals for General Operating Fund				**$24,170,196.16**	
Grand Total for Harris County MUD No. 36 :				**$24,170,196.16**	

Harris County MUD No. 36 - GOF
Emergency Response Generator Report

Date	Num	Name	Memo	Amount
15904 · Emergency Response Generator				
04/12/2019	Recept	Acclaim Energy, LTD.	Generator Revenue - Acclaim Energy	6,722.34
07/10/2020	Recept	Acclaim Energy, LTD.	Generator Revenue - Acclaim Energy	16,141.63
Total 15904 · Emergency Response Generator				22,863.97
TOTAL				**22,863.97**

Harris County MUD No. 36 - GOF

Emergency Response Settlement Payment Report

Date	Num	Name	Memo	Amount
15905 · Power Secure Settlement				
08/31/2020	Recpt	PowerSecure, Inc.	Settlement - Power Secure	14,791.32
11/09/2020	Recpt	Acclaim Energy, LTD.	Power Secure Settlement - Acclaim	12,017.00
08/04/2023	Recpt	Acclaim Energy, LTD.	Power Secure Settlement - Acclaim	26,774.50
Total 15905 · Power Secure Settlement				53,582.82
TOTAL				**53,582.82**

Cash Flow Forecast

Harris County MUD No.36

	9/25	9/26	9/27	9/28	9/29
Assessed Value	$1,035,960,544	$1,035,960,544	$1,035,960,544	$1,035,960,544	$1,035,960,544
Maintenance Tax Rate	$0.130	$0.130	$0.130	$0.130	$0.130
Maintenance Tax	$1,279,411	$1,279,411	$1,279,411	$1,279,411	$1,279,411
% Change in Water Rate		0.00%	0.00%	0.00%	0.00%
% Change in Wastewater Rate		0.00%	0.00%	0.00%	0.00%
% Change in City of Houston GRP		3.00%	3.00%	3.00%	3.00%
% Change in Expenses		5.00%	5.00%	5.00%	5.00%
Beginning Cash Balance 9/30/24	**$23,794,503**	**$21,535,128**	**$19,005,022**	**$15,558,229**	**$18,998,997**
Revenues					
Maintenance Tax	$1,483,524	$1,279,411	$1,279,411	$1,279,411	$1,279,411
Water Revenue	315,761	315,761	315,761	315,761	315,761
Wastewater Revenue	238,964	238,964	238,964	238,964	238,964
City of Houston GRP Revenue	237,600	244,728	252,070	259,632	267,421
Sales Tax Revenue	1,304,443	1,369,665	1,438,148	1,510,056	1,585,559
Other	1,278,041	1,341,943	1,409,040	1,479,492	1,553,467
Total Revenues	**$4,858,333**	**$4,790,472**	**$4,933,395**	**$5,083,316**	**$5,240,583**
Expenses					
Surface Water Fee	$372,307	$383,476	$394,980	$406,830	$419,035
Other Expenses	916,288	962,102	1,010,208	1,060,718	1,113,754
Total Expenses	**$1,288,595**	**$1,345,579**	**$1,405,188**	**$1,467,548**	**$1,532,789**
Net Surplus	**$3,569,738**	**$3,444,894**	**$3,528,207**	**$3,615,768**	**$3,707,794**
Capital Outlay					
Liberty Reimbursement	$175,000	$175,000	$175,000	$175,000	$175,000
Drainage Facility Rehab	100,000	0	0	0	0
Iron Removal System	0	800,000	0	0	0
Concrete Ground Storage Tank	0	0	1,800,000	0	0
Water Line Rehab	5,000,000	5,000,000	5,000,000	0	0
Water Plant Fence	300,000	0	0	0	0
Decremental M&O	204,113	0	0	0	0
Capital Outlay	50,000	0	0	0	0
Total Capital Outlay	**$5,829,113**	**$5,975,000**	**$6,975,000**	**$175,000**	**$175,000**
Ending Cash Balance	**$21,535,128**	**$19,005,022**	**$15,558,229**	**$18,998,997**	**$22,531,791**
Operating Reserve % of Exp					
Percentage	1671%	1412%	1107%	1295%	1470%
Number of Months	201	169	133	155	176

Bond Authority

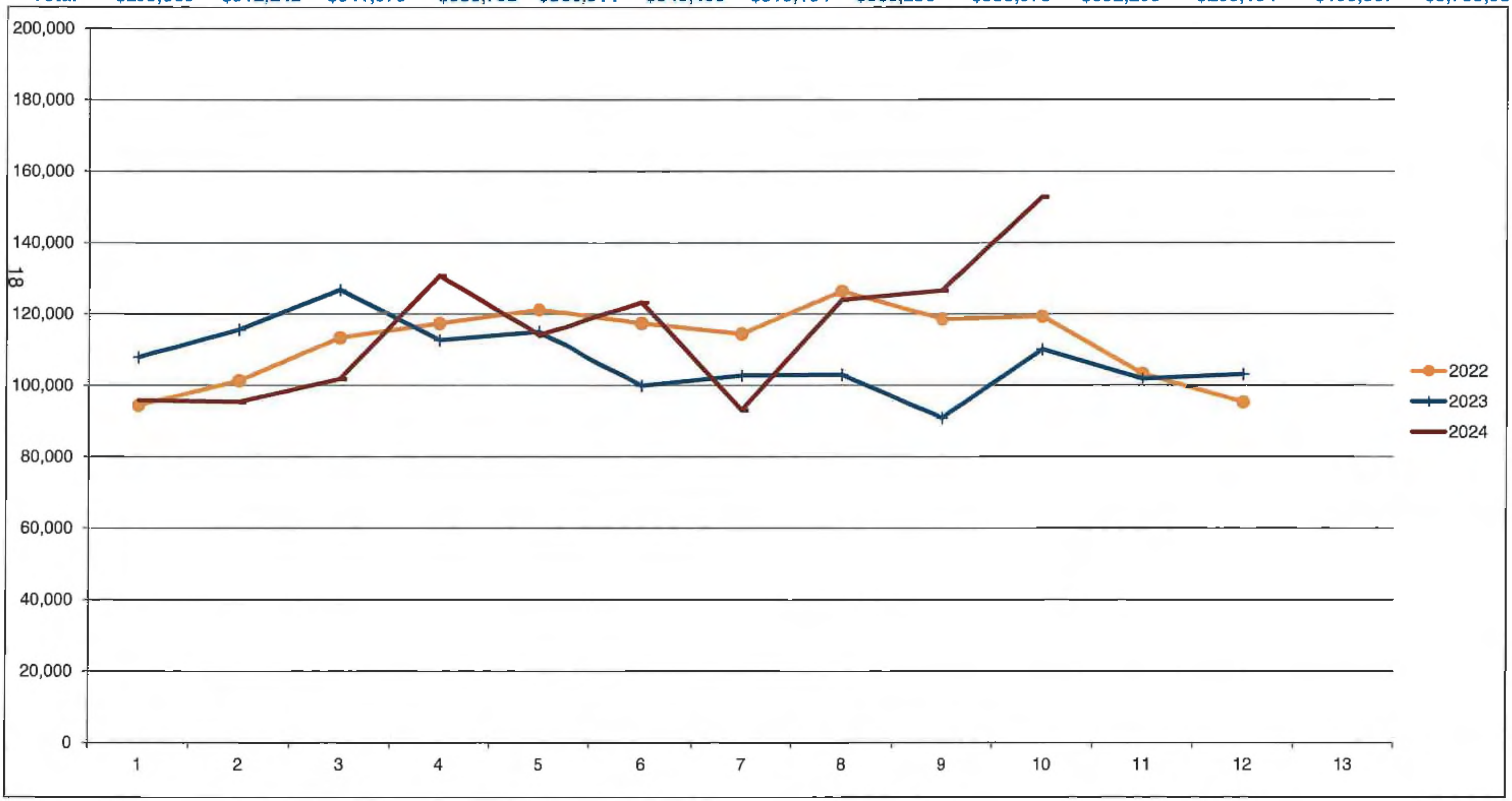
Remaining Bonding Capacity - $10,730,000

Maintenance Tax Rate Cap - $0.25

Sales Tax Revenue History

Harris County MUD No. 36

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2022	94,307	101,373	113,371	117,363	121,223	117,405	114,398	126,338	118,603	119,283	103,298	95,273	$1,342,236
2023	107,906	115,568	126,766	112,671	115,033	99,908	102,744	102,998	90,795	110,087	101,836	103,114	$1,289,425
2024	95,795	95,301	101,838	130,764	114,055	123,177	93,023	123,962	126,581	152,832			$1,157,328
Total	$298,009	$312,242	$341,975	$360,798	$350,311	$340,490	$310,164	$353,299	$335,978	$382,203	$205,134	$198,387	$3,788,989



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Harris County Municipal Utility District No. 36

Quarterly Investment Inventory Report

Period Ending December 31, 2024

BOARD OF DIRECTORS
Harris County Municipal Utility
District No. 36

Attached is the Quarterly Investment Inventory Report for the Period ending December 31, 2024.

This report and the District's investment portfolio are in compliance with the investment strategies expressed in the Districts's investment policy, and the Public Funds Investment Act.

I, hereby certify that, pursuant to Senate Bill 253 and in connection with the preparation of the investment report, I have reviewed the divestment lists prepared and maintained by the Texas Comptroller of Public Accounts, and the District does not own direct or indirect holdings in any companies identified on such lists.

Mark M. Burton
(Investment Officer)

Ghia Lewis
(Investment Officer)

COMPLIANCE TRAINING

HB 675 states the Investment Officer must attend at least one training seminar for (6) six hours Within twelve months of taking office and requires at least (4) four hours training within each (2) two year period thereafter.

INVESTMENT OFFICERS	CURRENT TRAINING
Mark M. Burton	November 27, 2015 (Texpool Academy 10 Hours)
	December 26, 2017 (Texpool Academy 10 Hours)
	January 9, 2020 (TexPool Academy 12 Hours)
	December 31, 2021 (Texpool Academy 10 Hours)
	December 16, 2023 (Texpool Academy 10 Hours)
Ghia Lewis	November 5, 2015 (Texpool Academy 10 Hours)
	November 6, 2017 (Texpool Academy 10 Hours)
	November 5, 2019 (Texpool Academy 10 Hours)
	December 28, 2021 (Texpool Academy 10 Hours)
	December 26, 2023 (Texpool Academy 10 Hours)

1281 Brittmoore Road • • Houston, Texas 77043 • Phone: 713.623.4539 • Fax: 713.629.6859

Harris County Municipal Utility District No. 36

Summary of Money Market Funds

10/01/2024 - 12/31/2024

'und: Operating

Financial Institution: TEXAS CLASS

Account Number: XXXX0001 Date Opened: 10/12/2007 Current Interest Rate: 4.52%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
10/01/2024		21,056,302.58				
10/10/2024	Transfer to Checking			(90,000.00)		
10/10/2024	THIRD CD XXXX2916 INTEREST		11,658.43			
10/15/2024	From COH Sales Tax		93,022.74			
10/31/2024					90,069.95	
11/01/2024	From COH Sales Tax		123,962.36			
11/14/2024	Transfer to Checking			(100,000.00)		
11/30/2024					84,931.17	
12/02/2024	INDEP CD XXXX0605 INTEREST		6,446.44			
12/06/2024	WALLIS CD XXXX0128 INTEREST		13,599.41			
12/10/2024	From COH Sales Tax		126,580.63			
12/31/2024					86,117.11	
	Totals for Account XXXX0001:	$21,056,302.58	$375,270.01	($190,000.00)	$261,118.23	$21,502,690.82
	Totals for Operating Fund:	$21,056,302.58	$375,270.01	($190,000.00)	$261,118.23	$21,502,690.82

Iethods Used For Reporting Market Values

ertificates of Deposits:	Face Value Plus Accrued Interest
ecurities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
ublic Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

Harris County Municipal Utility District No. 36

Summary of Certificates of Deposit with Money Market

10/01/2024 - 12/31/2024

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Operating															
Certificates of Deposit															
AMERICAN BANK, N.A.	XXXX0221	07/31/24	07/31/25	235,000.00	0.00	0.00	0.00	0.00	235,000.00	5.00%	1,995.89	0.00	0.00	0.00	4,925.34
CADENCE BANK	XXXX0291	05/21/24	05/21/25	235,000.00	0.00	0.00	0.00	0.00	235,000.00	5.25%	4,495.58	0.00	0.00	0.00	7,571.50
INDEPENDENT BANK	XXXX0605	06/04/24	12/01/24	235,000.00	0.00	0.00	0.00	235,000.00	0.00	5.50%	4,213.90	6,446.44	0.00	6,446.44	0.00
INDEPENDENT BANK	XXXX5221	12/02/24	05/31/25	0.00	0.00	235,000.00	0.00	0.00	235,000.00	4.56%	0.00	0.00	0.00	0.00	851.41
ORIGIN BANK	XXXX9211	07/27/24	01/26/25	235,000.00	0.00	0.00	0.00	0.00	235,000.00	5.05%	2,145.89	0.00	0.00	0.00	5,104.64
	CLOSED TO TXCLASS XXXX0001														
PLAINS STATE BANK	XXXX5043	03/20/24	04/20/25	235,000.00	0.00	0.00	0.00	0.00	235,000.00	4.75%	5,963.52	0.00	0.00	0.00	8,746.50
	WT FROM TXCLASS XXXX0001														
SOUTH STAR BANK	XXXX0489	08/20/24	08/20/25	235,000.00	0.00	0.00	0.00	0.00	235,000.00	4.43%	1,197.92	0.00	0.00	0.00	3,793.41
	WT FROM TXCLASS XXXX0001														
SUNFLOWER BANK	XXXX1646	03/20/24	03/21/25	235,000.00	0.00	0.00	0.00	0.00	235,000.00	4.55%	5,712.43	0.00	0.00	0.00	8,378.23
	WT FROM TXCLASS XXXX0001														
SUSSER BANK	XXXX6395	03/21/24	04/21/25	235,000.00	0.00	0.00	0.00	0.00	235,000.00	4.40%	5,495.77	0.00	0.00	0.00	8,073.69
	WT FROM TXCLASS XXXX0001														
THIRD COAST BANK, SSB	XXXX2916	11/13/23	10/08/24	235,000.00	0.00	0.00	0.00	235,000.00	0.00	5.50%	11,437.73	11,658.43	0.00	11,658.43	0.00
	WT FROM TXCLASS XXXX0001														
THIRD COAST BANK, SSB	XXXX2916	10/09/24	10/03/25	0.00	0.00	235,000.00	0.00	0.00	235,000.00	4.75%	0.00	0.00	0.00	0.00	2,538.32
VERITEX COMMUNITY BANK	XXXX4871	07/02/24	06/30/25	235,000.00	0.00	0.00	0.00	0.00	235,000.00	5.15%	3,017.33	0.00	0.00	0.00	6,034.67
WALLIS BANK	XXXX0128	12/06/23	12/05/24	235,000.00	0.00	0.00	0.00	235,000.00	0.00	5.65%	10,913.00	13,599.41	0.00	13,599.41	0.00
WALLIS BANK	XXXX0128	12/06/24	06/06/25	0.00	0.00	235,000.00	0.00	0.00	235,000.00	4.50%	0.00	0.00	0.00	0.00	724.31
	Totals for Operating Fund:			2,585,000.00	0.00	705,000.00	0.00	705,000.00	2,585,000.00	N/A	56,588.96	31,704.28	0.00	31,704.28	$56,742.02

Beginning Balance:	$2,585,000.00	**Interest Earned:**	$31,704.28
Plus Principal From Cash:	$0.00	**Less Beg Accrued Interest:**	$56,588.96
Less Principal Withdrawn:	$0.00	**Plus End Accrued Interest:**	$56,742.02
Plus Interest Reinvested:	$0.00	**Fixed Interest Earned:**	$31,857.34
Fixed Balance:	$2,585,000.00	**MM Interest Earned:**	$261,118.23
MM Balance:	$21,502,690.82	**Total Interest Earned:**	$292,975.57
Total Balance:	$24,087,690.82		

	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Totals for District:	2,585,000.00	0.00	705,000.00	0.00	705,000.00	2,585,000.00	N/A	56,588.96	31,704.28	0.00	31,704.28	$56,742.02

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

Harris County Municipal Utility District No. 36

Detail of Pledged Securities

10/01/2024 - 12/31/2024

Financial Institution: CENTRAL BANK - CHECKING

Security: FHLB **Par Value:** 90,000.00 **Maturity Date:** 03/01/2032 **Pledged:** 11/14/2024 **Released:** **Amount Released:**

CUSIP: 833708GM6

Date	Value
11/30/2024	85,418.43
12/31/2024	85,983.71

lethods Used For Reporting Market Values

ertificates of Deposits:	Face Value Plus Accrued Interest
:curities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
iblic Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

EXHIBIT "B"

Harris County Municipal Utility District Number 36

Tax Collector's Report

Table of Contents

JANUARY 31, 2025

Disbursements for February 13, 2025:

#1981: Ad Valorem Appraisals, Inc; TAC Fee - 2/2025	$1,443.33
#1982: CJC INVESTMENTS LP, ACCT#51	1,048.16
Total Disbursements for February 13, 2025	$2,491.49

Tim Spencer, Tax Assessor-Collector 281-479-7798 (Ofc) 281-479-5980 (Fax)
822 West Pasadena Blvd, Deer Park, TX 77536-5749 tpspencer@cpaava.com

Harris County Municipal Utility District Number 36

Tax Collector's Report
Current Period Covered: January 1, 2025 to January 31, 2025
Fiscal Year Beginning: October 1, 2024

Cash Receipts and Disbursements	Current Period	Year to Date
Cash Balance at Beginning of Period	$370,581.54	$88,384.85
Collections:		
2024 Tax Collections	806,430.09	1,069,770.61
2023 Tax Collections	0.00	3,285.97
2021 Tax Collections	0.00	0.50
2020 Tax Collections	0.00	10,816.48
2013 Tax Collections	0.00	5.54
Penalty & Interest	627.22	9,219.32
Overpayments	227.14	1,574.11
Tax Attorney Fees	0.00	4,516.80
Total Collections	807,284.45	1,099,189.33
Disbursements:		
Tax Assessor-Collector Fee	1,443.33	5,771.02
Data Processing Charges	0.00	1,331.70
Attorney Fees	4,472.93	5,467.83
CAD Appraisal Fee	0.00	2,206.00
Transfers to Maintenance Fund	871,000.00	871,000.00
Publication Cost	0.00	847.90
Total Disbursements	876,916.26	886,624.45
Cash Balance at End of Period	$300,949.73	$300,949.73

Harris County Municipal Utility District Number 36

Tax Collector's Report
Taxes Receivable Summary as of January 31, 2025

Taxes Receivable by Year

Year	Adjusted Tax Levy	Collections To Date	Taxes Receivable	Percent Collected
2024	$1,408,360.07	$1,067,770.61	$340,589.46	75.82%
2023	1,415,355.01	1,405,554.01	9,801.00	99.31%
2022	1,301,606.14	1,300,522.14	1,084.00	99.92%
2021	1,354,207.86	1,348,653.74	5,554.12	99.59%
2020	1,608,006.31	1,605,994.25	2,012.06	99.87%
2019	1,362,793.37	1,361,720.41	1,072.96	99.92%
2018	1,374,084.68	1,373,780.47	304.21	99.98%
2017	1,404,278.55	1,403,865.16	413.39	99.97%
2016	1,359,448.51	1,359,058.22	390.29	99.97%
2015	1,296,270.47	1,293,116.06	3,154.41	99.76%
2014	1,040,987.85	1,038,517.65	2,470.20	99.76%
2013	941,066.89	940,614.67	452.22	99.95%
2012	770,967.85	770,533.89	433.96	99.94%
2011	604,628.12	604,155.11	473.01	99.92%
2010	485,000.76	484,491.06	509.70	99.89%
2009	552,924.73	551,615.17	1,309.56	99.76%
2008	524,076.10	523,105.49	970.61	99.81%
2007	641,871.58	641,207.16	664.42	99.90%
2006	633,899.48	633,117.05	782.43	99.88%
2005	649,784.33	649,086.39	697.94	99.89%
2004	630,203.42	628,478.59	1,724.83	99.73%
2003	649,008.85	647,872.50	1,136.35	99.82%
2002	888,178.00	888,163.12	14.88	100.00%
2001	882,519.21	882,480.15	39.06	100.00%
2000	984,194.26	984,153.09	41.17	100.00%
1999	980,454.28	980,408.04	46.24	100.00%
1998	1,071,068.37	1,070,999.19	69.18	99.99%
1997-1982	17,388,936.65	17,388,936.65	0.00	100.00%
Totals	$44,204,181.70	$43,827,970.04	$376,211.66	99.15%

Harris County Municipal Utility District Number 36

Tax Collector's Report
Taxes Receivable Summary as of January 31, 2025

Tax Roll Information

Year	Taxable Value	Annual Change	Debt Tax Rate	Maintenance Tax Rate	Total Tax Rate	Exemptions
2024	1,083,353,901	7.16%	0.00000	0.13000	0.13000	20% HS
2023	1,010,967,703	16.54%	0.00000	0.14000	0.14000	20% HS
2022	867,467,583	8.89%	0.00000	0.15000	0.15000	20% HS
2021	796,627,016	-0.25%	0.00000	0.17000	0.17000	20% HS
2020	798,631,637	17.20%	0.00000	0.20000	0.20000	20% HS
2019	681,413,730	9.14%	0.00000	0.20000	0.20000	20% HS
2018	624,339,229	6.70%	0.00000	0.22000	0.22000	20% HS
2017	585,126,674	5.45%	0.00000	0.24000	0.24000	20% HS
2016	554,876,983	7.01%	0.00000	0.24500	0.24500	20% HS
2015	518,505,922	24.52%	0.00000	0.25000	0.25000	20% HS
2014	416,412,580	10.62%	0.00000	0.25000	0.25000	20% HS
2013	376,425,569	22.06%	0.00000	0.25000	0.25000	20% HS
2012	308,388,354	12.21%	0.00000	0.25000	0.25000	20% HS
2011	274,827,636	7.66%	0.00000	0.22000	0.22000	20% HS
2010	255,263,553	1.57%	0.00000	0.19000	0.19000	20% HS
2009	251,329,425	5.50%	0.00000	0.22000	0.22000	20% HS
2008	238,216,575	9.48%	0.00000	0.22000	0.22000	20% HS
2007	217,583,578	14.13%	0.14500	0.15000	0.29500	20% HS
2006	190,646,479	5.62%	0.18250	0.15000	0.33250	20% HS
2005	180,495,628	28.88%	0.21000	0.15000	0.36000	None
2004	140,045,080	7.89%	0.30000	0.15000	0.45000	None
2003	129,801,770	-10.85%	0.35000	0.15000	0.50000	None
2002	145,602,950	3.94%	0.46000	0.15000	0.61000	None
2001	140,082,410	3.90%	0.48000	0.15000	0.63000	None
2000	134,821,130	12.76%	0.58000	0.15000	0.73000	None
1999	119,567,600	4.94%	0.67000	0.15000	0.82000	None
1998	113,943,440	29.82%	0.79000	0.15000	0.94000	None
1997-198[illegible]	87,770,250	0.00%	0.79000	0.15000	0.94000	None

Harris County Municipal Utility District Number 36

Tax Collector's Report
Tax Collections for November to January 31, 2025

Property Owner	Account No	Tax Amount	Pen & Int	Atty/Cost	Overpaid	Total Pmt
2024 Tax Collections:						
Various Accounts	166 Accounts	$806,430.09	$627.22	$0.00	$227.14	$807,284.45
Total 2024 Tax Collections		$806,430.09	$627.22	$0.00	$227.14	$807,284.45

Summary of Collections	$627.22	$0.00	$227.14	$807,284.45

Harris County Municipal Utility District Number 36

Tax Collector's Report
Taxes Receivable Detail as of January 31, 2025

132-582	Account No.	2023 Tax	2022 Tax	2021 Tax	2020 Tax	Prior Yrs
S:J&R Houston Investments LLC	115-147-000-0009	$92.88	$99.51	$112.78	$132.68	$119.41
S:J&R Houston Investments LLC	115-147-000-0037	92.88	99.51	112.78	132.68	119.41
S:J&R Houston Investments LLC	115-147-000-0039	92.88	99.51	112.78	132.68	119.41
Ortiz Adelfo	126-827-003-0003	213.39	0.00	0.00	0.00	0.00
S:Interfacing Company of TX	1026154	119.03	0.00	0.00	0.00	0.00
Petroleum & International Supply	2062676	50.56	54.17	0.00	0.00	0.00
S:Jorge Acosta Madrazo	2084754	0.00	12.22	14.29	17.39	206.20
Premier Yamaha Boating Center	2110460	0.00	0.00	1,036.70	0.00	0.00
Bed Bath & Beyond Inc	2122134	22.46	0.00	0.00	0.00	0.00
American Enviromental Group	2128739	22.06	0.00	0.00	0.00	0.00
S:Jorge Acosta Madrazo	2180547	0.00	15.31	17.35	20.41	571.10
S:Rios Cesar G Gamez	2181262	29.93	7.22	8.18	15.19	202.63
Sigma 3 Integrated Reservoir	2196017	0.00	0.00	21.61	25.42	25.42
Burkhalter Rigging	2219406	0.00	0.00	0.00	26.57	26.57
Axial LLC	2219548	6,218.59	0.00	0.00	0.00	0.00
S:OTS International Inc	2242750	0.00	0.00	0.00	918.48	0.00
Charbonneau Industries Inc	2243346	0.00	355.92	0.00	0.00	0.00
Medical Science Center	2278180	35.33	37.85	0.00	0.00	0.00
Integrated Corrosion Companies	2286159	76.22	0.00	0.00	0.00	0.00
S:Printer Active LLC	2293762	81.40	0.00	0.00	0.00	0.00
Dust Free	2294204	0.00	0.00	18.36	0.00	0.00
Beyond Development LLC	2329413	0.00	0.00	97.44	114.63	43.88
S:JD Earl Waterworks LLC	2329438	133.93	143.49	162.62	191.32	191.32
S:Wesley Kraker Enterprises	2341313	2,421.32	0.00	0.00	0.00	0.00
Lassiter Industries Inc	2346512	47.13	50.50	0.00	0.00	0.00
Afron Biotech	2358221	0.00	0.00	21.76	0.00	0.00
Innio	2358225	0.00	0.00	21.76	0.00	0.00
Flooring Services LLC	2362768	0.00	0.00	3,665.34	0.00	0.00
Texas Elite Exotics LLC	2363338	21.49	21.72	23.51	0.00	0.00
Caribbean Line	2364907	0.00	65.69	82.72	0.00	0.00
Less than $10 & Prior Years	Various Accounts	29.52	21.38	24.14	284.61	15,549.95
Total Taxes Receivable		$9,801.00	$1,084.00	$5,554.12	$2,012.06	$17,175.30

EXHIBIT "C"

MOC | Municipal Operations & Consulting, Inc.

MONTHLY OPERATIONS REPORT FOR HARRIS COUNTY M.U.D. No. 36

December, 2024

REVENUE

Water	Sewer	Swr. Srch.	GRP Fees	Tap Fee	Insp.	Penalty	Deposits	Bldr. Dmg.	Misc.	TOTAL
$ 22,098.15	$ 17,949.18	$ 2,282.21	$ 16,687.77	$ -	$ 975.00	$ 843.83	$ 476.90	$ -	$ 2,680.35	$ 63,993.39

Connections:	349
Vacant:	32
Garbage:	185

WATER	**11/22/24 - 12/23/24**	**HGCSD Permit**		
Gallons pumped from Well No.1	10,966,000	Permit Expires:	01/31/2025	
Gallons used thru Interconnect (HC 221)	0	December Withdrawal:	10,781,000	Aggregate C of H
Total Pumpage + Interconnect	10,966,000	Y-T-D Withdrawal:	118,491,000	
Total amount billed to customers	10,474,000			
Leaks, Construction, Flushing	5,000			
Gallons supplied through interconnect	0			
Pumped vs. Accounted	96%			
No. leaks repaired in District	0			

Notes:

	# Taken	Results
Bacteriological samples:	3	Good

WASTEWATER TREATMENT PLANT

T.C.E.Q. Permit Number:	TX0084085
Permit expiration date:	April 28, 2028

	December, 2024			Measured by:
Average daily flow	195,097	Permitted Daily Flow	400,000	gal.per day
Average CBOD	2.8	Permitted CBOD	10	lbs/day
Average Total Suspended Solids	3.66	Permitted T.S.S.	15	mg/l
Average Ammonia Nitrogen	0.24	Permitted Ammonia Nitrogen	3	mg/l
Average PH	6.95	Permitted PH	6.00 - 9.00	STD UNIT
Average Dissolved Oxygen	6.6	Permitted Dissolved Oxygen Min	4.0	mg/l
Maximum Chlorine Residual	3.79	Permitted Chlorine Maximum	4.0	mg/l
Minimum Chlorine Residual	2.16	Permitted Chlorine Minimum	1.0	mg/l

Sewer Treatment plant is currently operating at **49%** of the permitted capacity.

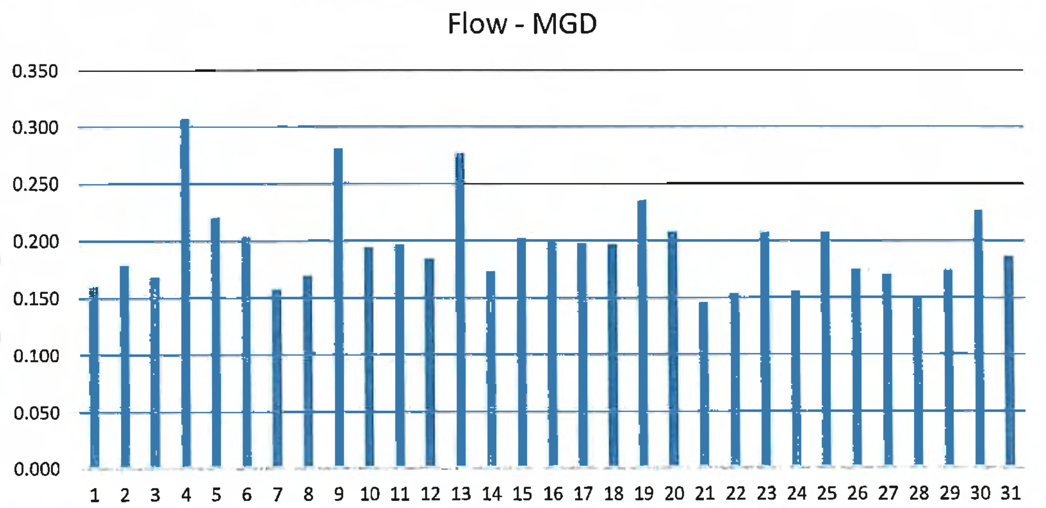
Taps/Month	Taps/Year
0	0

BILLING STATUS:	Current	30 day	60 day	90 day	120 day	Total
App Fee	$ -	$ 200.00	$ 40.00	$ -	$ 40.00	$ 280.00
GRP Fees	$ 19,240.00	$ 5,132.60	$ 394.26	$ 62.90	$ 67.05	$ 24,896.81
Del. Letter	$ -	$ 125.00	$ 35.00	$ 10.00	$ 5.00	$ 175.00
Deposits	$ -	$ 750.00	$ 150.00	$ -	$ -	$ 900.00
Disconn.	$ -	$ 45.00	$ -	$ 25.75	$ 45.00	$ 115.75
Door Hanger	$ -	$ 180.00	$ 20.00	$ 20.00	$ -	$ 220.00
Inspections	$ 975.00	$ 150.00	$ -	$ -	$ -	$ 1,125.00
Ind. Surcharge	$ 4,071.47	$ 77.48	$ -	$ -	$ -	$ 4,148.95
Meter Rental	$ -	$ -	$ -	$ -	$ -	$ -
Misc.	$ -	$ -	$ -	$ -	$ 67.43	$ 67.43
NSF	$ -	$ 40.00	$ -	$ -	$ -	$ 40.00
Penalty	$ -	$ 2,133.43	$ 94.48	$ 22.11	$ 40.05	$ 2,290.07
Pulled Meter	$ -	$ -	$ -	$ -	$ -	$ -
Sewer	$ 20,558.72	$ 4,685.89	$ 571.84	$ 101.55	$ 163.46	$ 26,081.46
Tap Fee	$ -	$ -	$ -	$ -	$ -	$ -
TCEQ	$ 229.71	$ 57.31	$ 7.27	$ 1.30	$ 2.30	$ 297.89
Water	$ 25,525.35	$ 6,445.40	$ 602.81	$ 126.71	$ 221.90	$ 32,922.17
Overpayments	$ -	$ (1,034.26)	$ -	$ -	$ -	$ (1,034.26)
TOTAL	**$ 70,600.25**	**$ 18,987.85**	**$ 1,915.66**	**$ 370.32**	**$ 652.19**	**$ 92,526.27**

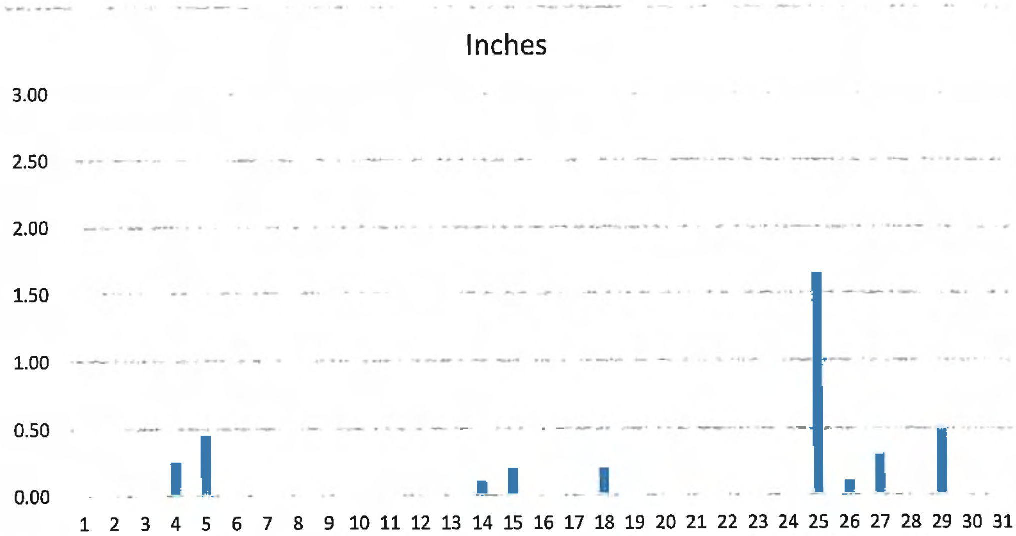
Municipal Operations and Consulting, Inc.

Harris County Municipal Utility District No. 36

Wastewater Flow Vs. Rainfall Report - December



Wastewater Flow



Rainfall

Harris County MUD No. 36

SEWER SURCHARGE C=Q[.50+.0034(BOD-200)+.0125(NH3N-25)+.0009(SS-200)]

Customer	Account No.	September	October	November	December	BOD	TSS	NH3N	Usage x 1000
Pappasitos	483201	$ 686.35	$ 493.62	$ 397.65	$ 960.54	617	423	25	418.0
Airtex Valero	483221	$ 92.00	$ -	$ -	$ 77.00	200	200	25	4.0
King Cheesecake	483192	$ 77.11	$ 76.00	$ 76.47	$ 78.74	576	302	25	2.0
China Bear	483268	$ 1,866.27	$ 1,311.05	$ 1,184.66	$ 532.84	277	200	25	601.0
La Michoacana	483947	$ 287.99	$ 226.69	$ 201.60	$ 170.69	455	200	25	70.0
C&S Wholesale Grocers, Inc	483935	$ -	$ 75.01	$ 77.48	$ 1,805.55	464	7220	208	173.0
Imperial Diamond Retail Center	483942	$ 168.32	$ 142.40	$ 204.88	$ 181.89	613	1850	30	31.0
	Grand Total	**$ 1,626.23**	**$ 1,130.23**	**$ 1,162.97**	**$ 3,807.25**				

HARRIS COUNTY MUD #36

Uncollectable accounts to be presented at the February, 2025 meeting

No.	Account No.	Amount	Final Date	Comments	Owner
1)	483711	$46.86	11/27/2024	Del notice sent, nvr pd final bills, bal after dep applied.	No
	TOTAL	**$46.86**			

EXHIBIT "D"

IDS
Engineering Group

February 13, 2025

Board of Directors
Harris County Municipal Utility District No. 36
c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056

Reference: District Engineer's Status Report; IDS No. 180-013-ESR

Members of the Board:

The status of various projects in the District is as follows:

1. Water Distribution System Replacement

   We completed our internal review and are making some additional revisions. Once complete, the plans will be submitted to City of Houston and Harris County for review. We expect to submit in the next 10-14 days.

2. Water Plant - Fence Replacement

   Bids were scheduled to be received earlier this week, but some of the bidders requested additional time to finalize their bid. The bid opening is now schedule for February 19.

3. Stormwater Quality Permit – Sycamore Bend Detention Basin

   The current permit is valid through August 3, 2025. No action needed at this time.

4. Wastewater Treatment Plant TPDES Discharge Permit Renewal (Expires April 28, 2028)

   The current permit is valid through April 28, 2028. No action needed at this time.

5. Utility Commitment Requests & Site Plan Reviews

   We received a request from Roade Properties, LTD, for one commercial building consisting of approximately 8,400 SF at 20431 Imperial Valley Drive (Expansion adjacent to the La Michoacana Meat Market). Attached is a draft of the utility commitment letter for the Board's review.

   Additionally, we received a request from CSH Northpark Garden Villas, LTD for a proposed multifamily apartment building consisting of approximately 98 units at 20710 Imperial Valley Drive (Northpark Garden Villas). Attached is a draft of the utility commitment letter for the Board's review.

   ACTION – Approve Utility Commitment Letters

We are happy to answer any questions the Board may have.

Sincerely,

Eric D. Johnson, P.E.
Senior Vice President

\\idseg.com\FS\Projects\0100\018001300 HCMUD 36 Gen Con\ESR\2025\2025-02-13-HCMUD36-ESR.docx

IDS Engineering Group

DRAFT

February 14, 2025

Mr. Ivan Perez
Roade Properties, LTD
8830 Long Point Road, Suite 700
Houston, TX 77055

Reference: Harris County Municipal Utility District No. 36
Water and Wastewater Capacity Commitment
Expansion La Michoacan Meat Market, 20431 Imperial Valley Drive
IDS No. 0180-013-UC

Dear Mr. Perez:

Please let this letter serve to advise that the Board of Directors of Harris County Municipal Utility District No. 36 ("District") has considered your ("Customer") request for water and sanitary sewer service to the above referenced property. In this regard, representations have been made to the District that development plans for the property will include the construction of approximately four retail spaces in one building of 8,400 square feet. The water and sanitary capacity requested is 2.36 equivalent single-family connections ("ESFC"), which is approximately 590 gallons per day.

The District has water and sewer capacity in the amounts requested available and shall reserve the capacity in their systems to serve your development, subject to the following conditions:

1. There is an existing water connection located on the northern side of Lockhaven Drive. Additional water connections, if needed, for the development shall be made to the District's 12-inch water line located on Lockhaven Drive. The tap and water meter will be constructed by the District's Operator after payment of the applicable tap fee. The Customer will be required to install backflow prevention and have it tested by a backflow prevention assembly tester registered with the State of Texas. If customer requires a fire service line to serve the development, the tap will be constructed by the District's Operator after payment of applicable fee. The Customer will be required to install a double check backflow preventer with check meter on the Customer's property and have it tested by a backflow prevention assembly tester registered with the State of Texas.

2. There is an existing sanitary sewer connection located at the manhole on the southern side of Lockhaven Drive. Additional sanitary sewer connections or replacement of sanitary sewer connection, if needed, shall be made to the existing sanitary sewer manhole. The tap is to be made by the Customer and inspected by the District Operator prior to backfill after payment of the inspection fee. When a connection is made to an existing concrete manhole, the manhole shall be cored and a pipe to manhole connector meeting the requirements of ASTM A 923 shall be utilized. When a connection is made to an existing fiberglass manhole, the manhole shall be hole sawed and an Inserta Tee® pipe to manhole connector meeting the requirements of ASTM F 477 shall be utilized. Standard external drop connection shall be utilized when Customer's service line enters the manhole greater than two feet above the sanitary main. Private sanitary sewer lines, including those under the slab, shall be inspected by the District's Operator prior to backfill.

3. Plans and specifications for internal water, sanitary sewer and drainage facilities required to provide service to the Improvements in accordance with City of Houston and Texas Department of Health standards shall be prepared by a registered or licensed professional engineer and shall be approved by all applicable regulatory authorities as well as the District's Engineer prior to beginning construction of such facilities. Construction of all water, sanitary sewer and drainage facilities shall be inspected by the District's Operator and Engineer, to the extent deemed necessary, to enable the District's Operator and Engineer to certify to the District that such facilities have been constructed in accordance with the approved plans and specifications.

4. Approval by the City of Houston Planning Commission must be obtained for a plat or plats on the Tract which must be duly recorded in the Map Records of Harris County, Texas prior to connection of the Improvements to the District system.

5. No connections to the water, sanitary sewer or drainage facilities shall be made or permitted to be made until the District has issued written authorization.

6. Any substantial deviation from the development plan described above must be submitted to the District for its approval which may result in the Board's reconsideration of this commitment.

7. Construction of all internal water, sanitary sewer and drainage facilities required to provide service to the Tract shall be at the sole cost and expense of Customer without reimbursement by the District.

8. Customer shall obtain and bear the expense of any required permits for construction of the internal water, sanitary sewer and drainage facilities.

9. Customer shall be charged the same rates and fees for water and sanitary sewer service as comparable customers within the District in accordance with the District's rules, regulations and policies, as amended from time to time.

10. If customer proposes to discharge, or discharges, industrial waste, as defined in the District's rules, regulations and policies, Customer will be required to install garbage grinders and may be required to install grease traps or pretreatment units and/or to pay industrial waste surcharges. Projected waste stream quality information must be submitted prior to connection to the District facilities.

11. Customer shall not have the right to assign this commitment or any right which may accrue hereunder, in whole or in part, without the prior written consent of the District.

12. This commitment shall have no further force and effect twelve (12) months from the date hereof, relative to any capacity not required by the Improvements actually completed or under construction at said time. In the event that this commitment expires, the District does agree to consider a renewal of this commitment based upon Customer proceeding in good faith in the development of the Tract.

13. The District hereby specifically reserves the right, at any time after completion and commencement of normal operations of the Improvements on the Tract, to reallocate surplus water and sewer capacity not actually required by such Improvements to other properties within the District.

14. Customer is hereby advised that Harris County Municipal Utility District No. 36 is subject to the supervision of various local, State and Federal authorities and cannot exercise independent control over all activities and actions affecting development of the Tract. This commitment is issued subject to the actions and approvals of such authorities as provided by law.

15. This commitment is further subject to and expressly conditional upon Customer's continuing compliance with the foregoing terms, provisions and conditions and the applicable rules, regulations and policies of the District in force and effect as amended from time to time.

Should you have any questions concerning the above commitment, please do not hesitate to call me.

Sincerely,

Eric D. Johnson, P.E.
Senior Vice President

\\idseg.com\FS\Projects\0100\018001300 HCMUD 36 Gen Con\Utility Commitments\(2024-12-11) UC -Expansion La Michocana - 20431 Imperial Valley Dr.docx

cc: Mr. Eric Lai, Schwartz, Page & Harding, L.L.P.
Mr. Ryan Vaughn, Municipal Operations & Consulting

IDS Engineering Group

DRAFT

February 13, 2025

Mr. Jervon Harris
CSH Northpark Garden Villas, LTD
3701 Kirby Drive, Suite 860
Houston, TX 77098

Reference: Harris County Municipal Utility District No. 36
Water and Wastewater Capacity Commitment
Northpark Garden Villas, 20710 Imperial Valley Drive
IDS No. 0180-013-UC

Dear Mr. Harris:

Please let this letter serve to advise that the Board of Directors of Harris County Municipal Utility District No. 36 ("District") has considered your ("Customer") request for water and sanitary sewer service to the above referenced property. In this regard, representations have been made to the District that development plans for the property will include the construction of a multifamily apartment complex. The water and sanitary capacity requested is 98 equivalent single-family connections ("ESFC"), which is approximately 24,500 gallons per day.

The District has water and sewer capacity in the amounts requested available and shall reserve the capacity in their systems to serve your development, subject to the following conditions:

1. There is an existing water connection located on the east side of Imperial Valley Drive. Additional water connections, if needed, for the development shall be made to the District's 12-inch water line located on Imperial Valley Drive. The tap and water meter will be constructed by the District's Operator after payment of the applicable tap fee. The Customer will be required to install backflow prevention and have it tested by a backflow prevention assembly tester registered with the State of Texas. If customer requires a fire service line to serve the development, the tap will be constructed by the District's Operator after payment of applicable fee. The Customer will be required to install a double check backflow preventer with check meter on the Customer's property and have it tested by a backflow prevention assembly tester registered with the State of Texas.

2. There is an existing sanitary sewer connection located at the manhole on the east side of Imperial Drive. Additional sanitary sewer connections or replacement of sanitary sewer connection, if needed, shall be made to the existing sanitary sewer manhole. The tap is to be made by the Customer and inspected by the District Operator prior to backfill after payment of the inspection fee. When a connection is made to an existing concrete manhole, the manhole shall be cored and a pipe to manhole connector meeting the requirements of ASTM A 923 shall be utilized. When a connection is made to an existing fiberglass manhole, the manhole shall be hole sawed and an Inserta Tee® pipe to manhole connector meeting the requirements of ASTM F 477 shall be utilized. Standard external drop connection shall be utilized when Customer's service line enters the manhole greater than two feet above the sanitary main. Private sanitary sewer lines, including those under the slab, shall be inspected by the District's Operator prior to backfill.

3. Plans and specifications for internal water, sanitary sewer and drainage facilities required to provide service to the Improvements in accordance with City of Houston and Texas Department of Health standards shall be prepared by a registered or licensed professional engineer and shall be approved by all applicable regulatory authorities as well as the District's Engineer prior to beginning construction of such facilities. Construction of all water, sanitary sewer and drainage facilities shall be inspected by the District's Operator and Engineer, to the extent deemed necessary, to enable the District's Operator and Engineer to certify to the District that such facilities have been constructed in accordance with the approved plans and specifications.

4. Approval by the City of Houston Planning Commission must be obtained for a plat or plats on the Tract which must be duly recorded in the Map Records of Harris County, Texas prior to connection of the Improvements to the District system.

5. No connections to the water, sanitary sewer or drainage facilities shall be made or permitted to be made until the District has issued written authorization.

6. Any substantial deviation from the development plan described above must be submitted to the District for its approval which may result in the Board's reconsideration of this commitment.

7. Construction of all internal water, sanitary sewer and drainage facilities required to provide service to the Tract shall be at the sole cost and expense of Customer without reimbursement by the District.

8. Customer shall obtain and bear the expense of any required permits for construction of the internal water, sanitary sewer and drainage facilities.

9. Customer shall be charged the same rates and fees for water and sanitary sewer service as comparable customers within the District in accordance with the District's rules, regulations and policies, as amended from time to time.

10. If customer proposes to discharge, or discharges, industrial waste, as defined in the District's rules, regulations and policies, Customer will be required to install garbage grinders and may be required to install grease traps or pretreatment units and/or to pay industrial waste surcharges. Projected waste stream quality information must be submitted prior to connection to the District facilities.

11. Customer shall not have the right to assign this commitment or any right which may accrue hereunder, in whole or in part, without the prior written consent of the District.

12. This commitment shall have no further force and effect twelve (12) months from the date hereof, relative to any capacity not required by the Improvements actually completed or under construction at said time. In the event that this commitment expires, the District does agree to consider a renewal of this commitment based upon Customer proceeding in good faith in the development of the Tract.

13. The District hereby specifically reserves the right, at any time after completion and commencement of normal operations of the Improvements on the Tract, to reallocate surplus water and sewer capacity not actually required by such Improvements to other properties within the District.

14. Customer is hereby advised that Harris County Municipal Utility District No. 36 is subject to the supervision of various local, State and Federal authorities and cannot exercise independent control over all activities and actions affecting development of the Tract. This commitment is issued subject to the actions and approvals of such authorities as provided by law.

15. This commitment is further subject to and expressly conditional upon Customer's continuing compliance with the foregoing terms, provisions and conditions and the applicable rules, regulations and policies of the District in force and effect as amended from time to time.

Should you have any questions concerning the above commitment, please do not hesitate to call me.

Sincerely,

Eric D. Johnson, P.E.
Senior Vice President

\\idseg.com\FS\Projects\0100\018001300 HCMUD 36 Gen Con\Utility Commitments\(2025-02-12) UC -Northpark Garden Villas- 20710 Imperial Valley Dr.docx

cc: Mr. Eric Lai, Schwartz, Page & Harding, L.L.P.
Mr. Ryan Vaughn, Municipal Operations & Consulting

EXHIBIT "E"

RESOLUTION ADOPTING PREVAILING WAGE RATE SCALE
FOR CONSTRUCTION PROJECTS

WHEREAS, Harris County Municipal Utility District No. 36, of Harris County, Texas (the "District") has been heretofore duly created and organized; and

WHEREAS, Chapter 2258, Texas Government Code ("Chapter 2258"), requires the District to determine the general prevailing rate of per diem wages for each craft or type of worker in the locality in which a construction project for the District is to be performed and the general prevailing rate of per diem wages for legal holiday and overtime work; and

WHEREAS, Chapter 2258 provides that a worker employed on a construction project by or on behalf of the District shall be paid not less than said general prevailing rates, as applicable; and

WHEREAS, Chapter 2258 provides that a contractor which is awarded a construction contract for the District, or a subcontractor of the contractor, shall pay not less than the rates determined as set forth above to a worker employed in the execution of such contract for a construction project; and

WHEREAS, Chapter 2258 applies to construction projects paid for in whole or in part from funds of the District, regardless of whether the work is done under the District's supervision or direction; and

WHEREAS, the Board of Directors of the District (the "Board") has determined the general prevailing rate of per diem wages by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a *et seq.*), as amended, and has determined to adopt a Prevailing Wage Rate Scale for Construction Projects for the District. Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36, OF HARRIS COUNTY, TEXAS THAT:

Section 1: The Board has determined the general prevailing rate of per diem wages for each craft or type of worker in the locality in which a construction project for the District is to be performed and the general prevailing rate of per diem wages for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a *et seq.*), as amended, and further, the Board has determined that the wage rates in the Prevailing Wage Rate Scale for Construction Projects (comprised of one or more United States Department of Labor wage determination scales for each project type) attached hereto as Exhibit A are the general prevailing wage rates for construction projects by or on behalf of the District.

Section 2: The District hereby adopts the Prevailing Wage Rate Scale for Construction Projects attached hereto as Exhibit A, which establishes minimum rates for each project type that shall be used by all contractors and their subcontractors on construction projects by or on behalf of the District.

Section 3: A contractor or subcontractor on a construction project by or on behalf of the District shall maintain records as required by Chapter 2258 and shall be subject to the penalties, forfeitures, and withholding of money for failure to comply with this Resolution and/or pending a final determination of an alleged violation, as provided in Chapter 2258.

Section 4: The District engineer is hereby directed and authorized to specify the wage rates adopted hereunder for each project type in all specifications for bids and contracts for construction projects by or on behalf of the District.

Section 5: Any prior Resolution Adopting Prevailing Wage Rate Scale for Construction Projects previously adopted by the Board is hereby revoked.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED and ADOPTED this 13th day of February, 2025.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

706091_1.docx

EXHIBIT A

PREVAILING WAGE RATE SCALE FOR CONSTRUCTION PROJECTS

United States Department of Labor

Wage Determination Scale TX 31

Construction Type:	**Heavy Construction Projects Including Water and Sewer Lines (Includes Flood Control)**
Counties:	**Harris**

"General Decision Number: TX20250031 01/03/2025

Superseded General Decision Number: TX20240031

State: Texas

Construction Type: Heavy

County: Harris County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines (Does Not Include Flood Control).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SFTX0669-001 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 36.15	23.88

SUTX2005-019 08/16/2005

	Rates	Fringes
CARPENTER	$ 14.04 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 12.50 **	1.17
ELECTRICIAN	$ 17.00 **	0.04
Formbuilder/Formsetter	$ 13.84 **	1.17
IRONWORKER, REINFORCING	$ 11.28 **	0.00
Laborers:		
Common	$ 8.94 **	0.00
Landscape	$ 7.35 **	0.00
Mason Tender Cement	$ 9.94 **	0.00
Pipelayer	$ 10.14 **	0.00
PIPEFITTER	$ 17.00 **	0.04
POWER EQUIPMENT OPERATOR:		
Backhoe	$ 13.47 **	0.00
Bulldozer	$ 12.58 **	0.00
Crane	$ 15.33 **	0.57
Excavator	$ 16.37 **	0.00
Front End Loader	$ 12.16 **	0.00
Grader	$ 12.20 **	1.48
Tractor	$ 15.00 **	0.00
TRUCK DRIVER	$ 12.02 **	1.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==

END OF GENERAL DECISION"

United States Department of Labor

Wage Determination Scale TX 38

Construction Type:	**Heavy Construction Projects (For Paving Projects)**
Counties:	**Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery and Waller**

"General Decision Number: TX20250038 01/03/2025

Superseded General Decision Number: TX20240038

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

	that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	
Flagger	$ 10.33 **	
Laborer, Common	$ 11.02 **	
Laborer, Utility	$ 11.73 **	
Pipelayer	$ 12.12 **	
Work Zone Barricade Servicer	$ 11.67 **	
PAINTER (Structures)	$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 14.06 **	
Asphalt Paving Machine	$ 14.32 **	
Broom or Sweeper	$ 12.68 **	
Concrete Pavement Finishing Machine	$ 13.07 **	
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71 **	
Concrete Saw	$ 13.99 **	

```
     Crane, Hydraulic 80 Tons
     or less....................$ 13.86 **
     Crane, Lattice boom 80
     tons or less...............$ 14.97 **
     Crane, Lattice boom over
     80 Tons....................$ 15.80 **
     Crawler Tractor............$ 13.68 **
     Excavator, 50,000 pounds
     or less....................$ 12.71 **
     Excavator, Over 50,000
     pounds.....................$ 14.53 **
     Foundation Drill, Crawler
     Mounted....................$ 17.43 **
     Foundation Drill, Truck
     Mounted....................$ 15.89 **
     Front End Loader 3 CY or
     Less.......................$ 13.32 **
     Front End Loader, Over 3 CY.$ 13.17 **
     Loader/Backhoe.............$ 14.29 **
     Mechanic...................$ 16.96 **
     Milling Machine............$ 13.53 **
     Motor Grader, Fine Grade....$ 15.69 **
     Motor Grader, Rough.........$ 14.23 **
     Off Road Hauler............$ 14.60 **
     Pavement Marking Machine....$ 11.18 **
     Piledriver.................$ 14.95 **
     Roller, Asphalt............$ 11.95 **
     Roller, Other..............$ 11.57 **
     Scraper....................$ 13.47 **
     Spreader Box...............$ 13.58 **

Servicer........................$ 13.97 **

Steel Worker
     Reinforcing Steel..........$ 15.15 **
     Structural Steel Welder.....$ 12.85 **
     Structural Steel...........$ 14.39 **

TRUCK DRIVER
     Low Boy Float..............$ 16.03 **
     Single Axle................$ 11.46 **
     Single or Tandem Axle Dump..$ 11.48 **
     Tandem Axle Tractor w/Semi
     Trailer....................$ 12.27 **
----------------------------------------------------------------
```

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.

0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==

END OF GENERAL DECISION"

EXHIBIT "F"

RESOLUTION CONCERNING DEVELOPED DISTRICT STATUS FOR 2025 TAX YEAR

WHEREAS, the Board of Directors (the "Board") of Harris County Municipal Utility District No. 36, of Harris County, Texas (the "District") intends to adopt an ad-valorem tax rate for the current tax year; and

WHEREAS, before the Board may adopt a tax rate for debt service, operation and maintenance or contract purposes, it must take certain actions and provide certain public notices pursuant to Texas Water Code Sections 49.236 – 49.23603, as amended; and

WHEREAS, the specific actions and public notices required for the District will depend, in part, upon whether it is characterized for the current tax year as a "Developed District", as defined by Texas Water Code Section 49.23602(a)(1); and

WHEREAS, the Board desires to memorialize its determination, based upon information provided by the District's consulting engineer contained in Exhibit "A", attached hereto and incorporated herein for all purposes, of whether or not it will be characterized as a Developed District for the current tax year. Now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36, OF HARRIS COUNTY, TEXAS, THAT:

Section 1: For the tax year 2025, and in reliance upon the information contained in the attached Exhibit "A", the Board has determined that it shall not be considered a Developed District as defined by Texas Water Code Section 49.23602(a)(1) for any purposes. This determination shall be considered made by the Board as of January 1st of such tax year.

Section 2: This Resolution constitutes official action by the Board concerning determination of the District's Developed District status for the tax year 2025, and the District's tax assessor – collector, attorneys and other consultants shall be entitled to rely upon this Resolution in performing any actions and/or preparing any notices which are required as a result of the District's determination for such tax year, unless and until this Resolution is revoked or amended by the Board.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED ON THIS 13th day of February, 2025.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36, OF HARRIS COUNTY, TEXAS

By: ______________________
President, Board of Directors

ATTEST:

By: ______________________
Secretary, Board of Directors

(SEAL)

764976v1

EXHIBIT A TO RESOLUTION CONCERNING

DEVELOPED DISTRICT STATUS FOR 2025 TAX YEAR

The undersigned is an authorized representative of **IDS Engineering Group**, the duly appointed and acting consulting engineer for **Harris County Municipal Utility District No. 36, of Harris County, Texas** (the "District"). I am familiar with the development status of the District and the matters addressed herein. The following information is being provided for use by the District's Board of Directors in determining whether it will be characterized as a "Developed District," as defined by Texas Water Code Section 49.23602(a)(1), for the 2025 tax year. Unless otherwise specifically stated herein, this information is being provided based on the status of the District as of January 1st of such year.

1. Water, Sanitary Sewer and Drainage Facilities:

(a.) The estimated number of equivalent single family connections ("ESFC") required for projected build-out of all developable property within the District is **1,070** (the "Build-Out ESFC"). Ninety-five percent (95%) of that number is **1,017** (the "Developed District ESFC").

(b.) Have all water, sanitary sewer and drainage facilities been constructed, and all associated sites or easements been conveyed to the District, which are required to serve the Developed District ESFC? $\boxed{\text{Yes}}$ No. **If the answer is "No," do not complete the remainder of this document. If the answer is "Yes," proceed to (c.) below.**

(c.) Have all of those water, sanitary sewer and drainage facilities and sites been financed with bonds or otherwise paid for by the District? _____ Yes $\boxed{\text{No.}}$ **If the answer is "No," do not complete the remainder of this document. If the answer is "Yes," proceed to Item No. 2.**

Item No. 2 below, if applicable, is only to be completed in the event Item No. 1 (c.) was answered "Yes". Otherwise, Item No. 2 should not be completed.

2. Road Facilities (Only applicable if the District has road powers and remaining voted road bond authority. Otherwise, do not complete and proceed to Item No. 3.):

(a.) The total costs incurred to date in connection with the construction of qualifying roads, or any qualifying improvements in aid of roads[1], which roads and

[1] The engineer will need to answer this question based upon the type of road powers held by the District. Although 2019 revisions to Texas Water Code Section 54.234 removed the distinction between limited and full road powers,

improvements are required to serve the Build–Out ESFC, are approximately $____________. Ninety – five percent (95%) of that number is $____________ (the "Developed District Road Costs").

(b.) Have all of the Developed District Road Costs been financed with bonds or otherwise paid for by the District? _____Yes ________No. **If the answer is "Yes," proceed to Item No. 3. If the answer is "No," proceed to (c.) below.**

(c.) **The following questions (c.) and (d.) (if applicable) are to be answered in consultation with the District's financial advisor.** Is the current amount of outstanding road bonds attributable to the District (i.e. issued by the District or an overlapping jurisdiction) greater than or equal to twenty-five percent (25%) of the District's current real property taxable value, as reflected on the most recent certified tax rolls, for purposes of the limitation contained in Article 3, Section 52 of the Texas Constitution?[2] ______Yes _____No. **If the answer is "No," do not complete the remainder of this document. If the answer is "Yes," proceed to (d.) below.**

(d.) Is the District's real property taxable value reasonably anticipated to sufficiently increase, within the next twenty-four (24) months, to allow the sale of road bonds for additional Developed District Road Costs? ______Yes _____No. **If the answer is "Yes", do not complete the remainder of this document. If the answer is "No", proceed to item No. 3.**

Item No. 3 below, <u>if applicable</u>, is only to be completed in the event that either of Item Nos. 1(c.) or 2(b.) above was answered "Yes" or Item No. 2(d.) was answered "No". Otherwise, Item No. 3 should not be completed.

3. <u>Park and Recreational Facilities</u> (only applicable if district has remaining voted park and recreational bond authority of at least $1,000,000. Otherwise, do not complete.):

(a.) The lesser of (i) the total amount of the District's voted bond authority or (ii) [1%][3%][3] of the Districts total taxable value, as reflected on [the most recent

---

if you are relying on a pre-2019 bond authorization you need to confirm the proposition language isn't restricted to prior law or only certain types of roads.

2 This test is generally the same test required by the Attorney General in connection with the issuance of new road bonds and is addressed in the Overlapping Debt Certificate prepared by the financial advisor. Only real property value is considered.

3 Pursuant to Texas Water Code Section 49.4645(a), the default percentage is 1%. Districts meeting the financial conditions of Section 49.4645(a-1) may use 3%. However, if you are relying on a pre-June 2021 bond authorization (the effective date of the amendment providing the 3% option), you need to confirm the proposition isn't restricted to prior law.

certified tax rolls] [4][an estimate of value prepared by the applicable appraisal district dated 20___], is $______________. Ninety-five percent (95%) of that lesser number is $______________ (the "Developed District Park Costs").

(b.) **The following questions (b.) and (c.) (if applicable) are to be answered in consultation with the District's financial advisor.** Does the District have an amount of outstanding park and recreational bonds greater than or equal to the Developed District Park Costs? _______Yes ________No. **If the answer is "Yes," proceed to (c.) below. If the answer is "No," proceed to (d.) below.**

(c.) Are the District's outstanding park and recreational bonds reasonably anticipated to be less than the Developed District Park Costs within the next twenty-four (24) months? ______Yes ______No. **If the answer is "Yes," proceed to (d.) below. If the answer is "No," do not complete the remainder of this document.**

(d.) Has the District taken any of the following steps in the last twenty-four (24) months in furtherance of a park and recreational facilities bond issue: (i) engaged a design engineer or landscape architect, (ii) approved the advertising of or awarded a contract for a project, or (iii) authorized preparation of a bond application report? _____ Yes ______No

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

4 Texas Water Code Section 49.4645 allows park bonds to be issued based upon an estimate of value.

Dated: February 7, 2025

Signature of Engineer: Eric D. Johnson

Print Name of Engineer: Eric D. Johnson, P.E.

Print Name of Engineering Firm: IDS Engineering Group

Print Name of District: Harris County Municipal Utility District No. 36, of Harris County, Texas

ENGINEER SIGNATURE PAGE FOR EXHIBIT A TO RESOLUTION DETERMINING DEVELOPED DISTRICT STATUS FOR 2025 TAX YEAR

The District will NOT be considered a Developed District for the current tax year if any of the following situations occur: (i) the answer to Item 1(b.) is "No"; (ii) the answer to Item 1(c.) is "No"; (iii) the answer to Item 2(c.) is "No"; (iv) the answer to Item 2(d.) is "Yes"; OR (v) the answer to Item 3(d.) is "Yes". The Board will adopt a Resolution memorializing its Developed District status on an annual basis, based upon the answers on this form

If Items 2(c.) or (d.) and/or Items 3(b.) or (c.) above are answered, this document should also be executed by the District's Financial Advisor to confirm their consultation with Engineer on those answers.

Dated: ______________________________, 2025

Signature of Financial Advisor: ______________________________

Print Name of Financial Advisor: ______________________________

Print Name of Financial Advisory Firm: Masterson Advisors, LLC

Print Name of District: Harris County Municipal Utility District No. 36, of Harris County, Texas

FINANCIAL ADVISOR SIGNATURE PAGE FOR EXHIBIT A TO RESOLUTION DETERMINING DEVELOPED DISTRICT STATUS FOR 2025 TAX YEAR

705996_1.docx

EXHIBIT "G"

Proposal of Insurance

HARRIS COUNTY MUD 36

C/O SCHWARTZ PAGE & HARDING LLP

1300 POST OAK BLVD., SUITE 2400
HOUSTON, TX 77056

PRESENTED: FEBRUARY 13, 2025
EFFECTIVE: MARCH 31, 2025

THE FOLLOWING PROPOSAL IS PRESENTED BY

Kim Courte, CPCU
Area Vice President | W.I.N. Program Director
Arthur J. Gallagher Risk Management Services, Inc.
1900 West Loop South, Suite 1600
Houston, TX 77027
kim_courte@ajg.com
713.935.8805 | Cell: 281.772.1611
Toll Free: 800.222.9044
Fax: 713.358.5795
ajg.com

Gallagher

Insurance | Risk Management | Consulting

Table of Contents

SECTION

Named Insured Schedule and Your W.I.N. Team

Named Insured Schedule:

HARRIS COUNTY MUD 36

Your W.I.N. Team:

Providing excellent service is the primary objective of Gallagher. Please call any member of the service team for assistance.

Michelle Herrera
Client Service Manager
michelle_herrera@ajg.com
713.275.1506

Julie Collette
Client Service Manager
julie_collette@ajg.com
713.243.2182

Jessica Salias
Client Services Manager
jessica_salias@ajg.com
713.358.5928

Christi Herrera
Client Service Associate
Christi_herrera@ajg.com
713.358.5281

Lauren Peyton
Client Service Manager
lauren_peyton@ajg.com
713.243.2170

Kim Courte, CPCU
Area Vice President
W.I.N. Program Director
kim_courte@ajg.com
713.935.8805 | Cell: 281.772.1611

Sharon Manwaring
Area Client Service Director
sharon_manwaring@ajg.com
281.655.6796

Premium & Insurance Summary

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Gallagher is responsible for the placement of the following lines of coverage:

Line of Business	Renewal Premium	Expiring Premium
Package (Property, Flood, General Liability, Pollution, Hired Non-Owned Auto) Policy Fee	$ 22,375 $ 250	$ 18,300 $ 250
Equipment Breakdown (B&M)	$ 4,000	$ 3,621
Directors & Officers Liability	$ 1,550	$ 1,550
Crime Employee and Consultant	$ 221	$ 221
Directors Position Bond	$ 150	$ 150
Business Travel Accident	$ 300	$ 300
Agent Fee	$ 275	$ 275
Total	**$ 29,121**	**$ 24,667**

Premium increase due to property values increasing by 709,000 and catastrophic reinsurance cost.

Thank you for your business and we look forward to continuing to provide you with the best insurance program in Texas.

***Please sign on Proposal Acceptance Page and Provide Documents Required to Bind Coverage*

Claim Summary

DOL	Claim No.	Loss	Amount Paid	Status
10/27/2010	20105307	Blower #1 went out	$ 7,470.00	Closed
03/29/2011	20111556	Mechanical Seal Failure	$ 2,290.00	Closed
01/21/2013	20130659	Lift Pump Failure	$ 3,030.00	Closed
		Total	**$ 12,790.00**	

Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Higher limits are available upon request for each coverage

Property Schedule

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

No.	Property Description for Facilities AND Detention Ponds Address with City, Zip Code & County **All Locations Located in Houston, TX 77073**	Replacement Cost Value Building & Contents Detention Ponds list insurable values such as grates, pumps fence	Year Built
1-1	WWTP – **20650 Northridge Park Dr.**	4,784,000	1983
1-2	Fence at WWTP – **20650 Northridge Park Dr.**	123,500	1983
2-1	WP w/Water Well – **125 Lockhaven Dr.**	4,056,000	1981
2-2	Fence at WP w/Water Well – **125 Lockhaven Dr.**	170,000	1981
3-1	Wastewater LS – **20702 Imperial Valley Drive A**	572,000	1983
3-2	Fence at Wastewater LS – **20702 Imperial Valley Drive A**	50,700	1983
4-1	Northpark Detention Basin	62,400	
5-1	Sycamore Bend Detention Basin	10,400	
	TOTAL VALUE	**9,829,000**	

The proposal is based on the above information received from the engineer.

Package Policy - Equipment Breakdown aka Boiler & Machinery

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Description	
Equipment Breakdown Aka Boiler & Machinery Subject to policy terms, conditions, limitations and exclusions.	• Sudden and Accidental Breakdown of Equipment • Mechanical Failure • Electrical Surges • Terrorism Risk Insurance Act • Replacement Cost Valuation Repair or Replace Whichever is Less • Blanket Basis Coverage • Coinsurance Waived
Exclusions included but not limited to:	• War • Nuclear Hazard • Wear & Tear • Lightning (see property policy page)

Limits	
Property	Per Property Schedule
Extra Expense Combined with Business Income and incudes Utility Interruption	$500,000
Cyber Incident Coverage Limit	$50,000

Deductibles	
Equipment Breakdown	$ 7,500
Utility Interruption	24 Hours
Engine/Generator sets 500kW or more	$15,000
Deep well pump units 50 + feet below ground level	$25,000
Extra Expense	No Separate Deductible

Annual Premium
Included Premium Summary

Carrier
Liberty Mutual Fire Insurance Company, A.M. Best Rating: A XV Admitted

Package Policy - Property

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Description	
Real & Business Personal Property Subject to policy terms, conditions, limitations and exclusions.	• Special Form • Terrorism Risk Insurance Act • Replacement Cost Valuation Repair or Replace Whichever is Less • Blanket Basis Coverage • Coinsurance Waived
Exclusions included but not limited to:	• War • Nuclear Hazard • Governmental Action (seizure or destruction) unless to prevent spread of Fire • Pond Liners

Limits	
Real & Business Personal Property	Per Property Schedule
Flood Zone X/C/X500/B Flood Zone AE	$4,000,000 $1,000,000
Extra Expense	$ 250,000
Business Income	$ 250,000
Earthquake	$ 1,000,000

Deductibles	
Real & Business Personal Property	$ 5,000
Named Storm	2% per occurrence
Flood Zone Shaded X/C/X500/B	2% per occurrence/each affected
Flood Zone AE	5% per occurrence/each affected item
Extra Expense	No Separate Deductible
Earthquake	$25,000

Annual Premium
Included Premium Summary

Carrier
American Alternative Insurance Corporation A.M. Best Rating: A+ XV Admitted

Inland Marine aka Mobile Equipment Schedule

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Make	Fuel	Model No.	Serial No.	Value
Whisperwatt	Diesel	DCA-180SSK	3709640	$90,000
Caterpillar	Diesel	4 x 11	1E9GF8921BR153095	$60,000
Total				**$150,000**

Package Policy – Inland Marine aka Mobile Equipment

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Description	
Real & Personal Property Subject to policy terms, conditions, limitations and exclusions.	• Special Form • Terrorism Risk Insurance Act • Actual Cash Valuation • Specific Limit Per Item • Coinsurance Waived
Exclusions included but not limited to:	• War • Nuclear Hazard • Governmental Action (seizure or destruction)

Limits	
Scheduled Equipment	Per Inland Marine Schedule

Deductibles	
Scheduled Equipment - Per Item	$ 1,000

Annual Premium
Included Premium Summary

Carrier
American Alternative Insurance Corporation A.M. Best Rating: A+ XV Admitted

Package Policy - General Liability & Hired Non-Owned Automobile Liability

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Description	
General Liability Hired and Non-Owned Auto Liability Subject to policy terms, conditions, limitations and exclusions.	• Occurrence Policy Form • Bodily Injury and Property Damage • Liability arising from any owned property such as facilities, buildings, parks, detention ponds and lakes • Failure to Supply (no limitation requiring property damage) • Sewer Back Up • Products Contamination • Terrorism Risk Insurance Act • Punitive Damages • Duty to Defend • Host Liquor Liability • Defense Cost outside the Limit • Not Auditable
Exclusions included but not limited to:	• Access or Disclosure of Confidential or Personal Information, Data-related Liability & Internet • Workers' Compensation • War • Employment Related Practices • Distribution of Material Violation of Statutes • Law Enforcement Activities
<u>Must Schedule:</u> Dams, Reservoirs & Levees for Liability coverage to apply	

Limits	
$1,000,000	Each Occurrence Including Hired and Non-Owned Auto Liability
$3,000,000	General Aggregate and Per Location Aggregate
$3,000,000	Products and Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Damage to Premises Rented to You
$ 10,000	Medical Expenses
$1,000,000	Hired Auto & Non-Owned Auto Liability Aggregate

Deductibles	
Per Occurrence	None

Annual Premium
Included Premium Summary

Carrier
American Alternative Insurance Corporation A.M. Best Rating: A+ XV Admitted

Package Policy - Pollution Liability

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Description	
Package Pollution Liability Accidental and Unintended Pollution Incident (Gradual and Sudden) Subject to policy terms, conditions, limitations and exclusions.	• Occurrence Policy Form • Bodily Injury, Property Damage, Clean Up Cost • Escape or back-up of sewage or waste-water if property damage occurs away from land you own or lease • Escape of fuels or lubricants from mobile equipment • Application of pesticides or herbicides • Potable water which you supply to others • Chemicals you use in your water or wastewater treatment • Natural gas or propane gas used in your treatment process • Heat, smoke or fumes from a hostile fire • Duty to Defend • Defense Cost Outside the Limit • Punitive Damages • Terrorism Risk Insurance Act
Exclusions included but not limited to:	• Fraud • Workers' Compensation • War • Employment Related Practices • Petroleum Underground Storage Tanks • Pandemics and Epidemics

Deductibles	
Per Occurrence	None

Annual Premium
Included Premium Summary

Carrier
American Alternative Insurance Corporation A.M. Best Rating: A+ XV Admitted

Directors & Officers Liability Policy

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Description	
Directors & Officers Liability Subject to policy terms, conditions, limitations and exclusions.	• Claims Made Policy Form • Wrongful Act, Error or Omission • Defense for alleged breach of contract • Coverage also applies for lawful spouse or "Domestic Partner" of an insured person • Punitive Damages • Duty to Defend • Pay on Behalf Contract • Claim Trigger- May report known circumstances that may give rise to a claim • Claim includes formal administrative or regulatory proceedings • 100% Defense paid for claims that include covered and non-covered claims. • Terrorism Risk Insurance Act • If Cost of Defense are incurred by the Insured with the Insurer's consent, the separate limit of defense does not apply.
Exclusions included but not limited to:	• Bodily Injury • Property Damage • Pollution • Privacy and Data Breach
Retroactive Date:	None
Pending/Prior Litigation Date:	03/31/2009 Directors & Officers

Limits	
$1,000,000 In **Excess** of the Above Limits • $ 500,000 Dedicated for Directors & Officers • $1,000,000 Separate Limit of Defense	Per Claim and Aggregate Enhancement(s)

Retention
Insuring Agreement A Retention $0 Insuring Agreement B & C Retention $1,000

Claim Definition

Claim" shall mean:

(1) a written demand for monetary or non-monetary (including injunctive) relief made against any **Insured**;

(2) a civil proceeding, including any appeals therefrom made against any **Insured** seeking monetary or non-monetary (including injunctive) relief commenced by service of a complaint or similar pleading;

(3) a criminal proceeding, including any appeals therefrom made against any **Insured** commenced by the return of an indictment or the filing of notice of charge or similar document,

(4) a formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any **Insured** commenced by the receipt of charges, formal investigative order, service of summons or similar document;

(5) any arbitration, mediation or similar alternative dispute resolution proceeding if any Insured is obligated to participate in such proceeding; or

(6) a written agreement to toll any applicable statute of limitation prior to the commencement of any judicial, administrative, regulatory or arbitration proceeding.

In no event shall the term **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

Reporting Provision

SECTION VII. Notice of Claim

A. The **Insureds** shall, as a condition precedent of their rights under this Policy, give the **Insurer** notice in writing of any **Claim** made during the **Policy Period**. Such notice shall be given as soon as practicable after the date the President, Executive Director, Chief Financial Officer, General Counsel, or person with equivalent responsibility has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Year**.

B. If during the **Policy Period** or **Discovery Period**, any **Insured** first becomes aware of a specific **Wrongful Act** and gives notice to the **Insurer** of: (1) the specific **Wrongful Act**; (2) the injury or damage which has or may result therefrom; and (3) the circumstances by which the **Insured** first became aware thereof; then any **Claim** arising out of such **Wrongful Act** which is subsequently made against the **Insured** shall be deemed to have been made at the time the **Insurer** received such written notice from the **Insured.**

C. In addition to furnishing the notice as provided in Section VIII A or B, the **Insured** shall, as soon as practicable, provide the **Insurer** with copies of reports, investigations, pleadings and other documents in connection therewith, and shall provide all information, assistance and cooperation which the **Insurer** reasonably requests and do nothing to prejudice the **Insurer's** position or its potential or actual rights of recovery.

D. Notice to the **Insurer** as provided in Section VII A or B shall be emailed to ELDClaims@gaic.com or mailed to **GREAT AMERICAN INSURANCE GROUP, EXECUTIVE LIABILITY DIVISION, CLAIMS DEPARTMENT, P.O. BOX 66943, CHICAGO, IL 60666.**

Annual Premium

Included Premium Summary

Carrier

Great American Insurance Company, A.M. Best Rating: A+XV Admitted

Crime/Consultants Bond

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Description	
Crime Subject to policy terms, conditions, limitations and exclusions.	• Protection for loss caused to named insured through failure of any employee/consultant to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment. • Any Limit purchased applies per employee/consultant up to $100,000. • Any limit purchased $100,000 and over is provided on a per losses basis rather than each basis.
Exclusions included by not limited to:	• Governmental Action of Seizure or Destruction • Accounting or Arithmetical Errors or Omissions • Inventory Shortages
Loss Caused by Loss Caused by Consultants for Insured	• Direct Employees • Attorney • Operator • Bookkeeper • Engineer • Delinquent Tax Attorney

Limit
$50,000

Deductible	
Per Occurrence	None

Annual Premium and Limits
Included Premium Summary

Carrier
The Ohio Casualty Insurance Company, a Liberty Mutual Company A.M. Best Rating: A XV Admitted

Directors Position Bond

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Description	
Directors Position Bond Subject to bond terms, conditions, limitations and exclusions.	• Provides coverage for loss caused to the District through the failure of Directors to perform faithfully their duties or to account properly for all monies and property received by virtue of their position as Director • Continuous until cancelled
Exclusions included but not limited to:	• Loss occurring prior to date of bond issued

Limits	
$10,000	Each Director (5)
$50,000	General Aggregate

Deductibles	
Per Occurrence	None

Annual Premium
Included Premium Summary

Carrier
The Ohio Casualty Insurance Company, a Liberty Mutual Company A.M. Best Rating: A XV Admitted

Business Travel Accident Policy

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

Description	
Business Travel Accident Subject to policy terms, conditions, limitations and exclusions.	• Provides 24 Hour Coverage while traveling on District Business Trips for Accidental Death & Dismemberment. • Paralysis Benefit • Rehabilitation Benefit • Seatbelt & Occupant Protection Device Benefit • Psychological Therapy • Rehabilitation Benefit • Adaptive Home and Vehicle Benefit
Exclusions included but not limited to:	• Acrobatics or Stunt Flying • Racing • Crop Dusting

Limits	
$250,000	Director(s)
$ 25,000	Spouse
$ 10,000	Children

Annual Premium
Included Premium Summary

Carrier
Federal Insurance Company, A.M. Best Rating: A++XV Admitted

Coverages for Consideration

HARRIS COUNTY MUD 36

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Flood either for purchase or higher limits
- Umbrella either for purchase or higher limits
- Cyber Liability either for purchase or higher limits

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Proposal Acceptance and Client Authorization To Bind Coverage

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

After careful consideration of Gallagher's Proposal dated 02/13/2025, you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
☒ Accept ☐ Reject	**Property, Flood, Inland Marine, General Liability, Pollution Liability & Hired and Non-Owned Auto.**
	American Alternative Insurance Corporation
☒ ***Accept*** ☐ ***Reject***	***TRIA*** Included in Above Program
☒ **Accept** ☐ **Reject**	**B&M**
	Liberty Mutual Fire Insurance Company
☒ ***Accept*** ☐ ***Reject***	***TRIA*** Included in Above Program
☒ **Accept** ☐ **Reject**	**Directors & Officers Liability**
	Great American Insurance Company
☒ **Accept** ☐ **Reject**	**Crime/Consultants Bond**
	The Ohio Casualty Insurance Company
☒ **Accept** ☐ **Reject**	**Directors Bond**
	The Ohio Casualty Insurance Company
☒ **Accept** ☐ **Reject**	**Business Travel Accident**
	Federal Insurance Company

Additional Recommended Coverages
Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

☐ Cyber Liability ☐ Law Enforcement Liability ☐ Workers' Compensation
☐ Tax Collector Bond ☐ Peace Officer Bond
☐ Higher Limits: Please state coverage and requested limit(s):______________________________

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

____

____

Other Services to Consider
By checking the box(es) below, you are requesting that Gallagher provide you with additional information for the following services:
☐ Gallagher STEP
☐ eRiskHub

Coverage Amendments and Notes:

____

____

Fee Agreement

In addition to commission received by Gallagher for the policy term reflected herein, effective 03/31/2025, Gallagher will receive a fee of $275 for program administration.

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, we agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to us, and the above fee is consistent with our understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any acts or omissions of Gallagher shall not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: CHRIS MAYOU
Print Name (Specify Title)

HARRIS COUNTY MUD No. 36, OF HARRIS COUNTY, TEXAS
Company

[signature]
Signature

Date: 2/13/25

Documents Required To Bind Coverage

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

In order to bind coverages, please provide the following documents
• Signed Proposal Acceptance and Client Authorization to Bind (Page 16-17)
• TRIA Acceptance Form (Attached)
• **Payment of Gallagher Invoice Due By 03/31/2025**

Documents Required To Bind Coverage

HARRIS COUNTY MUD 36

Effective: 03/31/2025 - 03/31/2026

In order to bind coverages, please provide the following documents
• Signed Proposal Acceptance and Client Authorization to Bind (Page 16-17)
• TRIA Acceptance Form (Attached)
• **Payment of Gallagher Invoice Due By 03/31/2025**

Bindable Quotations and Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm. % or Fee 3	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary %
Real & Personal Property, Flood & Earthquake, Equipment Breakdown, Mobile Equipment, Commercial General Liability Pollution and Hired Non-Owned Auto incl. policy fees	American Alternative Insurance Corporation	Allied Public Risk, LLC	$19,283 $ 250 Fee	10%	N/A
Directors & Officers	Great American Insurance Company	N/A	$1,550	20%	N/A
Crime	The Ohio Casualty Insurance Company	N/A	$221	20%	N/A
Directors Position Bond	The Ohio Casualty Insurance Company	N/A	$150	30%	N/A
Business Travel Accident	Federal Insurance Company	N/A	$300	25%	N/A
Equipment Breakdown	Liberty Mutual Fire Insurance Co.	RPS	$4,000	20%	10%

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

   * A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.

Guide to A.M. Best Ratings

W.I.N. PROGRAM CARRIER RATINGS AND ADMITTED STATUS

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category*	Admitted/Non-Admitted**
American Alternative Insurance Corporation	A +XV	Admitted
Chubb/Federal Insurance Company	A++ XV	Admitted
The Ohio Casualty Insurance Company	A XV	Admitted
Texas Mutual Insurance Company	A XV	Admitted
Hartford Life and Accident Insurance Company	A XV	Admitted
BCS Insurance Co.	A- VIII	Admitted
CUMIS Insurance Society, Inc.,	A XII	Admitted
Hartford Casualty Insurance Company	A+XV	Admitted
Hartford Fire Insurance Company	A+XV	Admitted
Great American Insurance Company	A+XV	Admitted
Pennsylvania Manufacturers' Association Ins. Co.	A+XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change

Proposal Disclosures

PROPOSAL DISCLAIMER

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

NAMED INSURED DISCLAIMER

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

COMPENSATION DISCLOSURE

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-Out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 West Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA DISCLAIMER

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

ANTI-BOYCOTTING COMPLIANCE

As required by Chapter 2271, Texas Government Code, Gallagher hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the policies included in this proposal. For purposes of this verification, "boycott Israel" has the meaning assigned to such term pursuant to Section 808.001 of the Texas Government Code.

As required by Chapter 2276, Texas Government Code, Gallagher hereby verifies that it does not boycott energy companies and will not boycott energy companies through the term of the policies included in this proposal. The term "boycott energy companies" has the meaning assigned to such term pursuant to Section 809.001 of the Texas Government Code.

FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Chapter 2252, Texas Government Code, Gallagher represents and certifies that, at the time of execution of this proposal neither Gallagher, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

VERIFICATION DESIGNATED COUNTRY VERIFICATION

Pursuant to Chapter 2275, Texas Government Code, Gallagher verifies that a) neither Gallagher, nor any wholly owned subsidiary, majority- owned subsidiary, parent company or affiliate of Gallagher, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2275.003 of the Texas Government Code.

NO DISCRIMINATION OF FIREARM ENTITY OR FIREARM TRADE ASSOCIATION VERIFICATION

Pursuant to Chapter 2274, Texas Government Code, Gallagher verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Texas Government Code.

POOL FUNDING DISCLAIMER

Gallagher does not provide actuarial services or actuarial estimates of losses. If the excess insurer or reinsurer that provides excess coverage calculates a loos fund for the pool, it is our recommendation that the pool fully fund that amount. Further, it is our recommendation that the pool contract with an appropriately certified actuary to provide recommendations for overall pool funding, surplus and reserve funds.

Proposal Terms and Conditions

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:	
Cyber liability/breach response claims	**Notice of Claim** joan.dambrosio@clydeco.us Clyde & Co. US LLP 101 Second Street, 24th Floor San Francisco CA 94105 **24 Hour Security Breach Hotline** 866.288.1705 Baker & Hostetler LLP 45 Rockefeller Plaza New York, NY 10111-0100	
All claims may be reported via email to any of the following:	Michelle Herrera Client Service Manager michelle_herrera@ajg.com 713.275.1506 Jessica Salias Client Services Manager jessica_salias@ajg.com 713.358.5928	Julie Collette Client Service Manager julie_collette@ajg.com 713.243.2182 Lauren Peyton Client Service Manager lauren_peyton@ajg.com 713.243.2170

Reporting to Gallagher or Assistance in Reporting

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Gallagher Claim Center	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

Appendix

We help you face your future with confidence.

Gallagher — Insurance | Risk Management | Consulting

Gallagher's holistic approach keeps your total cost of risk—and your best interest—in focus. With expertise where you most need it, Gallagher delivers the solutions that let businesses grow. Communities thrive. And people prosper.

GLOBAL REACH. LOCAL PRESENCE.

Founded in

1927

$5B

Total Adjusted Brokerage & Risk Management Revenues (2018)

30,000+

Employees worldwide

850+

Offices in 35 countries

150+

Countries served

HIGHLY SPECIALIZED. DEEP EXPERTISE.

- Alternative Risk & Captives
- Aviation
- Casualty
- Commercial Surety & Bonds
- Cyber Liability
- Entertainment
- Environmental
- Enterprise Risk Management
- Equity Advisors
- Fine Arts
- Law Firms
- Management Liability
- Private Client Services
- Property
- Risk Management
- Trade Credit & Political Risk Insurance

OUR APPROACH TO RISK.

Gallagher CORE360™

CORE360™ is our unique, comprehensive approach of evaluating our client's risk management program that leverages analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk.

22+ INDUSTRY PRACTICES

- Asia Pacific
- Automotive
- Construction
- Energy
- Entertainment
- Equity and M&A
- Financial Institutions
- Food & Agribusiness
- Healthcare
- Higher Education
- Law Firms
- Life Sciences
- [illegible]
- Nonprofit
- Private Client
- Public Sector
- Real Estate & Hospitality
- Religious
- Restaurant
- Senior Living
- Technology
- Transportation

LEADERS WHERE IT COUNTS

2019 WORLD'S MOST ETHICAL COMPANIES™ WWW.ETHISPHERE.COM

Gallagher Named One of the World's Most Ethical Companies® for 2019

The only insurance broker to have received this honor, Gallagher has been named as one of the World's Most Ethical Companies by the Ethisphere® Institute, a global leader in defining and advancing the standards of ethical business practices, eight years in a row.

Forbes 2018 GLOBAL WORLD'S BEST EMPLOYERS 2000

Gallagher has been designated as one of the "World's Best Employers" by Forbes Magazine for 2018.

This is a great honor that is given to just 500 companies around the world each year. Designation recipients are determined by an independent collection and analysis of anonymous employee reviews collected by Statista, a leading statistical agency. Gallagher was the only Insurance Brokerage to be honored with this designation for 2018.

SHARED VALUES + PASSION FOR EXCELLENCE = PROMISES DELIVERED

The Gallagher Way

25 tenets that have guided a team-oriented culture for 30+ years

Social Responsibility

Companywide focus on ethical conduct, employee health and welfare, environmental integrity and community service

Gallagher | eRiskHub®

eRiskHub® Overview and Login Information

To access the Gallagher | eRiskHub® now:

1. Navigate to https://eriskhub.com/gallagher
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D69293) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293)

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability.

Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

Key Features of the Gallagher | eRiskHub®

- Gallagher Cyber Risk Due Diligence — A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center — Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training — An overview of best practices for creating an effective security training program for employees.
- Strategic Third-Party Relationships and Partner Resources — Information on third-party vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.

Cyber Liability

Named Insured: Harris County MUD 36

Type of Policy: Property or General Liability **Effective Date: 3/31/2025**

Insurance Company: American Alternative Insurance Corporation

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE (INCLUDING STANDARD FIRE POLICY (SFP) STATES)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you now have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1)of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury-- in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION, IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

If some or all of the locations covered under your policy are located in California, Illinois, New York, or Washington You should know that these states are Standard Fire Policy (SFP) states. In SFP states, the state law requires that fire insurance coverage meet or exceed the provisions of the Standard Fire Policy. Those legal requirements cannot be waived and are not preempted by the Act; therefore a business cannot voluntarily waive this statutory mandated coverage. Even if you reject the coverage offered below, if a Terrorist Activity occurs in an SFP state and results in fire, we will pay for the loss or damage in such SFP state caused by that fire. This exception does not apply to time element coverages, including but not limited to business interruption or extra expense. The premium charged for this coverage is provided below.

NOTE: Massachusetts is a Standard Fire Policy state, but they also permit the exclusion of terrorism, including fire following, under certain circumstances. If your policy covers locations in Massachusetts, you will not have coverage for terrorism under SFP laws for those locations.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

X I hereby elect to purchase Terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, for a prospective premium of $ 401.

____ I understand that I will have no coverage for losses arising from acts of terrorism as defined in the exclusion and in the Terrorism Risk Insurance Act, as amended, except as described above for locations in SFP states and described in the Note above and below.

NOTE: If you have a package policy with an Inland Marine Coverage Part, Terrorism coverage as defined in the Act is automatically provided for these coverages at no additional premium.

____
Policyholder/Applicant's Signature

____
Print Name

____
Date

TERRORISM RISK INSURANCE ACT

The following is a partial summary of the Terrorism Risk Insurance Act, as amended, (hereinafter referred to as the Act). Only the provisions of the Act determine the scope of the insurance protection available for the losses covered under the Act. The Act has been extended through December 31, 2027.

The Act provides coverage for property and casualty insurance for "insured losses" as a result of an "act of terrorism." As stated in the Act:

A. "Insured loss" means any loss resulting from an "act of terrorism" (including an act of war, in the case of worker's compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if such loss:
   1. Occurs within the United States; or
   2. Occurs to an air carrier (as defined in section 40102 of title 49, United States Code), to a United States flag vessel (or a vessel based principally in the United States, on which US income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission.

B. "Act of terrorism" means any act or acts that are certified by the Secretary of Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States:
   1. To be an act of terrorism;

2. To be a violent act or an act that is dangerous to:
   a. Human life;
   b. Property; or
   c. Infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of:
   a. an air carrier or vessel described in paragraph (5)(B) of Section 102 of the Act; or
   b. the premises of a United States mission; and
4. To have been committed by an individual or individuals, as part of an effort to coerce the civilian populations of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Section 102 (1)(B) of the Act states "no act shall be certified by the Secretary as an act of terrorism if:
   1. The act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
   2. Property and casualty insurance losses resulting from the acts, in the aggregate, do not exceed $5,000,000."

D. The Act also contains a "program trigger" in Section 103(e)(1)(B), pursuant to which the federal government does not pay compensation for losses resulting from a certified act occurring after December 31, 2007, unless aggregate industry insured losses from such a certified act exceed a certain amount, or "trigger." For insured losses occurring in 2008 and for all additional calendar years, the program trigger is $100,000,000 through 2015, $120,000,000 beginning on January 1, 2016, $140,000,000 beginning on January 1, 2017, $160,000,000 beginning on January 1, 2018, $180,000,000 beginning on January 1, 2019, $200,000,000 beginning on January 1, 2020, of aggregate industry insured losses.

E. The Act does not apply to: crop or livestock insurance; private mortgage insurance or title insurance; financial guaranty insurance issued by monoline financial guaranty insurance corporations; insurance for medical malpractice; health or life insurance; flood insurance provided under the National Flood Insurance Act of 1968; commercial automobile insurance; burglary and theft insurance; surety insurance; professional liability insurance (except Directors and Officers Liability); or farm owners multiple peril insurance.

F. Under the Act for calendar years through December 31, 2027, the federal government will reimburse the insurance company for 80% beginning on January 1, 2020 of its insured losses in excess of a deductible, until aggregate "insured losses" in any calendar year exceed $100 billion. Each insurer's deductible will be 20% of its direct earned premium for property and casualty insurance (as reported on Page 14 of the company's Annual Statement), over the immediately preceding calendar year.

   For the purposes of determining such deductibles, direct earned premium means only the premiums earned on the commercial lines property and casualty insurance covered by the Act for U.S. risks or vessels, aircraft and foreign missions outside the U.S. covered by the Act.

   Neither the insurance company (having met its statutorily mandated share as described above) nor the federal government will be liable for payment of any portion of "insured losses" under the Act that exceeds $100 billion in the aggregate during any calendar year.