

**HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 286**

Minutes of Board of Directors Meeting

November 4, 2024

ACTIONS TAKEN

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1. The Board approved the minutes of the October 7, 2024, meeting.
2. The Board approved an Amendment No. 2 to the Contract with Texas Pride Disposal, with such Contract to be effective November 12, 2024.
3. The Board approved the Tax Assessor-Collector's Report as presented by Utility Tax Service L.L.C., including the checks presented for payment.
4. The Board approved the Operations and Maintenance Report presented by Inframark.
5. The Board awarded a construction contract to My Backyard Sports, in the amount of \$36,080.00, for construction of the pickleball court at Lakewood Crossing Park, subject to review and approval of the contract by MRPC.
6. The Board approved a quote from Brian Gardens in the amount of \$6,495.51 for installation of additional trees in the Cypresswood median.
7. The Board approved a quote from Signquik in the amount of \$153.00 for replacement of signs at the park playground.
8. The Board approved the Engineering Report presented by Eby Engineers, Inc.
9. The Board approved the Bookkeeper's Report as presented by Claudia Redden & Associates, L.L.C., including the checks presented for payment.
10. The Board approved a Resolution Regarding Review of Order Establishing Policy for Investment of District Funds and Appointing Investment Officer.
11. The Board adopted a Covered Applications and Prohibited Technology Policy.

The Board of Harris County Municipal Utility District No. 286 ("District") met in regular session at 13850 Cutten Road, Houston, Harris County, Texas 77069 on November 4, 2024, in accordance with the duly posted notice of meeting, and the roll was called of the officers and members of said Board of Directors, as follows:

David Geaslen, President  
Michael Rhodes, Vice President  
Steve Garner, Secretary  
Rosalind Theriot, Assistant Secretary  
Becky Campbell, Assistant Secretary

All of said persons were present, therefore constituting a quorum.

Also present were Claudia Redden of Claudia Redden & Associates L.L.C.; Dennis Eby of Eby Engineers, Inc. ("Eby"); Jeff Cotton and Robert Cardenas of Inframark; Mike Arterburn of Utility Tax Service, L.L.C. ("UTS"); Deputy Cousins of Harris County Sheriff's Office ("HCSO"), and David Marks of Marks Richardson PC ("MRPC").

The President called the meeting to order.

#### **APPROVAL OF MINUTES**

As the first order of business, the Board considered approval of the minutes of the Board of Directors meetings held on October 1, 2024, and October 7, 2024. After discussion, Director Garner made a motion to approve the minutes of the October 1, 2024, and October 7, 2024, Board of Directors meetings, as presented. Director Theriot seconded the motion, which carried unanimously.

#### **STATUS OF SECURITY SERVICES WITH HARRIS COUNTY SHERIFF'S OFFICE**

The Board next considered the status of security services with the HCSO. Deputy Cousins discussed the activity within the District for the past month. He reported that there were seventeen (17) car burglaries at Springhill Suites Hotel over the past month.

The Board next considered the status of security monitoring services. No one present had anything new to report.

Deputy Cousins exited the meeting at this time.

#### **COMMENTS FROM THE PUBLIC**

The Board deferred comments from the public, as no members of the public were present.

## **STATUS OF SOLID WASTE COLLECTION SERVICES BY TEXAS PRIDE DISPOSAL**

The Board next considered the status of solid waste collection services by Texas Pride Disposal (“Texas Pride”), including review and approval of an Amendment No. 2 to Residential Solid Waste Collection Contract (“Contract”) between the District and Texas Pride. Mr. Marks presented the Amendment No. 2 (**Exhibit A**) and reviewed the changes with the Board including a term for three (3) years with for-cause termination, a price increase to \$23.55, and an automatic annual price adjustment not to exceed the greater of 3% or 100% of the CPI increase from the past year. After discussion, Director Theriot made a motion to approve the Amendment No. 2 to the Contract, with such Contract to be effective November 12, 2024, and to authorize the President to execute same on behalf of the Board and the District. Director Garner seconded the motion, which unanimously carried.

## **TAX ASSESSOR-COLLECTOR REPORT**

The Board next considered the Tax Assessor-Collector Report. Ms. Lemus presented the attached Tax Assessor-Collector Report (**Exhibit B**) dated October 31, 2024. He reviewed the total receivables, the cash balance, disbursements, and checks as reflected in the report. After discussion of the report, Director Rhodes made a motion to approve the Tax Assessor-Collector Report as presented, to approve the checks identified in the report for payment, and to approve moving the list of subject accounts to uncollectible. Director Campbell seconded the motion, which carried unanimously.

## **OPERATIONS REPORT**

The Board next considered the Operations and Maintenance Report (**Exhibit C**).

Mr. Cardenas reported on the remaining amounts to be paid by the Federal Emergency Management Agency totaling approximately \$150,000. He stated that Inframark has submitted all required information and is waiting on payment.

Mr. Cardenas reported that the lead service line inventory is in progress.

Mr. Cardenas reported that the water main valve repairs are ninety percent (90%) complete.

Mr. Cardenas reported that the repairs to the climbing screen at the WWTP are in progress.

Mr. Cardenas next presented correspondence from Inframark regarding the Environmental Protection Agency’s recent PFAS regulations and compliance requirements (**Exhibit D**) and reviewed same with the Board. He stated that water systems will have three years to complete the initial monitoring requirements. The Board concurred to defer taking any action at this time as the first monitoring is not due until 2027.

After discussion, Director Garner made a motion to approve the Operations and Maintenance Report, as presented. Director Rhodes seconded the motion, which carried unanimously.

## **REVIEW OF BIDS AND AWARD CONTRACT FOR CONSTRUCTION OF PICKLEBALL COURT AT LAKEWOOD CROSSING PARK**

Mr. Eby next reported on the status of the proposed pickleball court at Lakewood Crossing Park. He stated that two (2) bids were received for the project with the low bid from My Backyard Sports ("MBS") in the amount of \$36,080.00 and recommended award of contract to MBS. Mr. Eby presented the executed TEC Form 1295 and stated that he will provide the insurance certificate to MRPC for review. After discussion, Director Rhodes made a motion to award the construction contract to MBS, in the amount of \$36,080.00, for construction of the pickleball court at Lakewood Crossing Park, subject to review and approval of the contract by MRPC. Director Theriot seconded the motion, which unanimously carried.

### **ENGINEERING REPORT**

The Board next considered the Engineering Report (**Exhibit E**).

Mr. Eby next reported on the status of preparation of the Geographic Information System ("GIS") by RG Miller. He stated that RG Miller is working to complete the final items for the GIS and that it is ready for review by the Board.

Mr. Eby reviewed the Water Plant No. 1 monthly checklist for the month of October from Patriot Production & Rental Services, LLC along with the related invoice and recommended payment of same.

Mr. Eby next presented an invoice from Brian Gardens in the amount of \$9,591 for the purchase, design, and installation of plants and irrigation in the esplanade in front of the park and recommended payment of same.

Mr. Eby presented a quote from Brian Gardens in the amount of \$2,631.55 for installing mulch for the esplanades and park entry flower beds. The Board took no action on the matter at this time.

Mr. Eby presented a quote from Brian Gardens in the amount of \$6,495.51 for installation of additional trees, two (2) Live Oak and five (5) Crepe Myrtles, for the Cypresswood median. After discussion, Director Rhodes made a motion to approve a quote from Brian Gardens, in the amount of \$6,495.51, for the installation of additional trees in the Cypresswood median, as discussed above. Director Theriot seconded the motion, which unanimously carried.

Mr. Eby presented a quote from Signquick in the amount of \$153.00 to replace the signs at the park playground. After discussion, Director Theriot made a motion to approve the quote in the amount of \$153.00. Director Rhodes seconded the motion, which unanimously carried.

After discussion, Director Rhodes made a motion to approve the Engineering Report. Director Garner seconded the motion, which carried unanimously.

## **BOOKKEEPING REPORT**

The Board next considered the Bookkeeper's Report. Ms. Redden reviewed the Bookkeeping Report (**Exhibit F**), including the checks presented for payment. After discussion, Director Rhodes made a motion to approve the Bookkeeper's Report, including the checks presented for payment. Director Theriot seconded the motion, which carried unanimously.

## **ANNUAL REVIEW OF INVESTMENT POLICY**

The Board next considered the annual review of the District's Order Establishing Policy for Investment of District Funds and Appointing Investment Officer ("Order") and the adoption of a Resolution relative thereto. Mr. Marks advised that there are no proposed changes to the Order at this time and recommended that the current Order remain in effect. After discussion, Director Rhodes made a motion to adopt the Resolution Regarding Review of Order Establishing Policy for Investment of District Funds and Appointing Investment Officer (**Exhibit G**), and to authorize the President to sign and the Secretary to attest the Resolution on behalf of the Board and District. Director Theriot seconded the motion, which carried unanimously.

## **REVIEW AND ADOPT COVERED APPLICATIONS AND PROHIBITED TECHNOLOGY POLICY**

The Board next considered review and adoption of a Covered Applications and Prohibited Technology Policy. Mr. Marks stated that in 2022, Governor Greg Abbott banned TikTok and other prohibited technologies from all state-owned devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. He stated that the Texas Legislature has passed a bill prohibiting the use of certain social media applications and services on governmental entity devices and directed the Dept. of Information Resources and DPS to develop a model policy for the prohibition of Covered Applications. Mr. Marks stated that the attached policy is based off the model policy prepared by the Dept. of Information Resources and DPS. He noted that the policy applies only to District owned or leased property and/or devices and District employees. He further noted that the District does not own or lease devices with the capability to download apps and does not have any employees. After discussion, Director Campbell made a motion to adopt the Covered Applications and Prohibited Technology Policy (**Exhibit H**), as set out above, and to authorize the President and Secretary to execute same on behalf of the Board and the District. Director Theriot seconded said motion, which unanimously carried.

## **ITEMS FOR FUTURE AGENDAS**

The Board next considered matters for possible placement on future agendas. The Board determined that the December meeting will be held on December 2, 2024.

## **ADJOURNMENT OF BOARD MEETING**

There being no further business to come before the meeting, it was adjourned.

A handwritten signature in black ink, appearing to read "Steve Brown", written over a horizontal line.

Secretary, Board of Directors

**LIST OF EXHIBITS**

November 4, 2024

- Exhibit A      Amendment No. 2 to Residential Solid Waste Collection Agreement
- Exhibit B      Tax Assessor Collector's Report
- Exhibit C      Operator's Report
- Exhibit D      Correspondence from Inframark
- Exhibit E      Engineering Report
- Exhibit F      Bookkeeping Report
- Exhibit G      Investment Policy
- Exhibit H      Covered Applications and Prohibited Technology Policy

**AMENDMENT NO. 2 TO RESIDENTIAL SOLID WASTE COLLECTION AGREEMENT**

This AMENDMENT NO. 2 TO RESIDENTIAL SOLID WASTE COLLECTION AGREEMENT (Amendment) is made effective November 12, 2024, by and between Texas Pride Disposal Solutions LLC DBA Texas Pride Disposal (Texas Pride Disposal) and Harris County Municipal Utility District No. 286 (Customer).

**RECITALS:**

WHEREAS, District and Texas Pride Disposal previously entered into that certain Residential Solid Waste Collection Contract dated effective November 12, 2019, that certain Amendment No. 1 to Residential Solid Waste Collection Contract dated January 10, 2024 (collectively referred to herein as “Contract”); and

WHEREAS, Customer and Texas Pride Disposal desire to, and do hereby, amend the Contract pursuant to the terms and provisions set forth in this Amendment;

NOW THEREFORE, for good and valuable consideration and the mutual covenants herein, Customer and Texas Pride Disposal agree as follows:

1. Collection of refuse and Recyclable Material will not start before 5:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions would be due to unusual circumstances. It shall be the responsibility of residents to place Residential Waste and Recyclable Material at the proper location at or before 5:00 a.m. on an appropriate regular scheduled collection day.
2. Residents may purchase additional recycle bins directly from Texas Pride Disposal at cost, plus any applicable sales tax and title to any such additional bin shall remain with the resident who purchased such additional bins.
3. Section 4.k of the Contract is removed in its entirety.
4. The Initial Term of the Contract is hereby extended for an additional three (3) year period beginning December 1, 2024, through November 30, 2027. After expiration of the initial term of the Contract, the contract shall automatically renew for continuous one (1) year periods, unless either party shall give written notice of termination by certified or registered mail, return receipt requested to the other party at least thirty (30) days prior to the termination of the initial term or renewal term.
5. Notwithstanding the foregoing and as a supplemental and additional means of termination of this Contract, in the event that the District finds, in its sole discretion, that Texas Pride Disposal does not perform according to the terms of the Contract, the Customer shall have the right to terminate the this Contract provided the Customer shall have first given Texas Pride Disposal written notice of Texas Pride Disposal’s nonperformance and allowed Texas Pride Disposal thirty (30) days after receipt of said notice to cure such nonperformance. If



after the expiration of the thirty (30) day cure period and prior to the expiration of one-hundred and eighty days after expiration of the cure period, the District determines, in its sole discretion, that Texas Pride Disposal has failed to cure such nonperformance or determines that Texas Pride has otherwise failed to perform pursuant to this Contract, the District may terminate this Contract upon thirty (30) days written notice to Texas Pride Disposal. The Customer's determination of cure of nonperformance shall be conclusive. Any such written notice shall be served by certified or registered mail, return receipt requested.

6. Texas pride Disposal agrees to receive and accept from the District \$23.55 per month per Residential Unit for Residential Waste and Recyclable Material collection service.
7. The rate of compensation shall remain effective for a period of one (1) year. The rate of compensation shall thereafter be automatically adjusted once each year on the anniversary date of this Contract, and continuing through any and all renewal terms, by the greater of 3.00% or 100% of the most recently published CPI-U: All Items Index, Select Areas, Houston-The Woodlands-Sugar Land.
8. Each month, a variable environmental charge will be applied if the price per gallon for diesel fuel increases to \$3.25 per gallon or more, Texas Pride Disposal will implement a fuel recovery fee (the "Fuel Recovery Fee") to be included on the District's monthly invoice and calculated in accordance with this paragraph. The price per gallon will be determined once per month by taking the current month average of low sulfur diesel fuel in the Gulf Coast area listed on <https://www.eia.gov/petroleum/gasdiesel> as of the date Texas Pride Disposal is preparing the District's monthly invoice, rounded down to the nearest \$0.25, (the "Monthly Average Fuel Price") to determine a Fuel Recovery Fee Percentage. The Fuel Recovery Fee Percentage shall equal 1.0% if the Monthly Average Fuel Price equals \$3.25 per gallon plus 1.0% per every \$0.25 that the Monthly Average Fuel Price is over \$3.25 per gallon. For example, a Monthly Average Fuel Price of \$3.25 = 1%, \$3.50 = 2%, \$3.75 = 3%, and so on. The Fuel Recovery Fee on the District's monthly invoice shall be determined by multiplying the total amount invoiced to the District for garbage and recycling collection that month times the applicable Fuel Recovery Fee Percentage, rounded down to the nearest \$0.01. When the Monthly Average Fuel Price falls to less than \$3.25 per gallon, there shall no longer be a Fuel Recovery Fee charged to the District. Texas Pride Disposal shall attach to each invoice that includes a Fuel Recovery Fee documentation supporting its calculation of such fee. Texas Pride Disposal shall also provide to the District any additional information regarding the Texas Pride Disposal's calculation of the Fuel Recovery Fee upon the District's request.
9. If the scheduled collection day falls on any of the following holidays, the normal services will be resumed the following scheduled collection day. Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
10. The Residential Accounts Manager shall be Aimee Ordeneaux (aimee@texaspridedisposal.com).

11. Notices, requests, demands, and other communications to Texas Pride Disposal hereafter shall be in writing and delivered or mailed prepaid to:

Texas Pride Disposal  
4203 Montrose Blvd., #500  
Houston TX 77006

In the event of any conflict between this Amendment and the Contract, this Amendment shall be controlling.

Except as specifically amended in this Amendment, the Contract shall remain in full force and effect in accordance with its original terms and condition.

IN WITNESS WHEREOF, Customer and Texas Pride Disposal have and do hereby enter into this Amendment, intending to be bound hereby, as of the date first above written.

[EXECUTION PAGE FOLLOWS]

Texas Pride Disposal Solutions, LLC

Signature: Kevin Atkinson

Printed: Kevin Atkinson

Title: Founder & CDO

Date: 11/18/24

HARRIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 286

Signature: [Handwritten Signature]

Printed: David Geaslen

Title: President

Date: November 4, 2024

OATH

STATE OF TEXAS:

COUNTY OF HARRIS

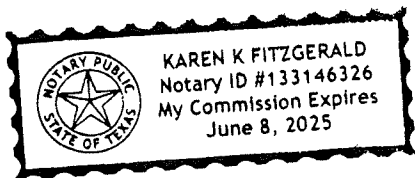
I, Monica Peña, an authorized officer of Utility Tax Service, LLC, the Tax Assessor-Collector, being duly sworn state that the attached report reflects a true and correct accounting of all taxes collected during the month stated herein.



Monica Peña, RTA  
Utility Tax Service, LLC

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 15<sup>th</sup> DAY OF November, 2024

(SEAL)



NOTARY PUBLIC, STATE OF TEXAS

My commission expires June 8, 2025



1750 W 43rd Street | Houston, Texas 77018 | Voice: 713-688-3855

## HARRIS COUNTY M.U.D. #286 TAX REPORT SUMMARY 10/31/2024

Total Receivables as of	10/31/2024	\$	<b>3,839.48</b>	Pg 2
Cash Balance as of	9/30/2024		\$ 11,060.45	Pg 3
October Receipts			<b>\$ (36.70)</b>	Pg 3
October Disbursements			<b>\$ (2,730.06)</b>	Pg 3
<b>November Disbursements:</b>				
4 Checks			<b>\$ (2,512.79)</b>	Pg 4
Cash Balance as of	11/1/2024	*	\$ 5,780.90	Pg 4

CURRENT COLLECTIONS & 4 YEAR HISTORICAL DATA						
Year	Collections 10/31/2024	Adjustments 10/31/2024	Reserve Uncollectibles	Collections 9/1/20-10/31/2024	Receivables 10/31/2024	Percent Collected
2024						
2023		(83.51)		391,165.78	1,238.28	99.68
2022				437,394.19	941.88	99.79
2021				509,072.44	1,659.32	99.68
2020			333.84	512,556.71		100.00

Last Year's Percentage Collection as of 10/31/2023: 0.00%

CURRENT CERTIFIED VALUES & 4 YEAR HISTORICAL DATA							
Year	Debt Rate	M&O Rate	Total Tax Rate	Original Value	Adjustments	Adjusted Taxable Value	Taxable Levy
2024				373,849,004	7,717,508	381,566,512	
2023	0.00	0.1078	0.1078	386,655,244	(22,644,092)	364,011,152	392,404.06
2022	0.00	0.1138	0.1138	474,130,900	(88,949,677)	385,181,223	438,336.07
2021	0.00	0.1218	0.1218	442,291,030	(22,971,000)	419,320,030	510,731.76
2020	0.00	0.1250	0.1250	455,630,633	(45,318,235)	410,312,398	512,890.55

(Maintenance Tax Not To Exceed \$0.50)

\*26,303.05 Estimated Refunds due to pending CAD Lawsuits

**HARRIS COUNTY M.U.D. #286  
TAX REPORT  
10/31/2024**

Receivables at 8/31/2024	\$	4,468.24			
Reserve for Uncollectibles:	\$	<b>(628.76)</b>			
Prior Adjustments:	\$	<b>(83.51)</b>	\$	3,755.97	

2024 Tax Levy	\$	-			
SR 1-2 & KR 1-2	\$	-	\$	-	

Tax Collections From      9/1/2024 - 10/31/2024

2024	\$	-
2023	\$	<b>(83.51)</b>

( \$       (83.51) )

TOTAL RECEIVABLES AS OF		10/31/2024		\$	<b>3,839.48</b>
					=====

**HARRIS COUNTY M.U.D. #286**  
**10/31/2024**

	<u>Month of</u> <u>10/31/2024</u>	<u>Fiscal to Date</u> <u>10/1/2024-10/31/2024</u>
Cash Balance as of 9/30/2024	\$ 11,060.45	\$ 11,060.45
<b>Receipts:</b>		
Current/Prior Taxes	(83.51)	(83.51)
Penalty & Interest		
Atty's Fee-Delinquent Coll		
Overpayment Refunds		
Adjustment Refunds	83.51	83.51
Rendition Penalty		
Stale Dated Checks		
Voided Checks		
Stop Payment Checks		
Bank Charge Reimb	(36.70)	(36.70)
NSF Fee		
Tax Certificates		
Bank Interest		
	<hr/>	<hr/>
<b>TOTAL RECEIPTS:</b>	<b>(36.70)</b>	<b>(36.70)</b>
<b>Disbursements:</b>		
Transfer/General Fund		
Tax A/C Fee	507.45	507.45
SB2 Fees	250.00	250.00
Additional Services		
Tax A/C Bond Premium		
Reimb Tax A/C Bond Premium		
Atty's Fee-Delinquent Coll		
Overpayment Refunds		
Adjustment Refunds		
Reissued Adjustment Refunds		
CAD Assessment		
Reimb CAD Assessment		
Rendition Penalty		
Computer Costs		
Office Expenses	477.16	477.16
Tax Certificates		
Reimb NSF Fees		
Postage	642.77	642.77
SPA Ride Out	753.81	753.81
Publication-Legal Notice		
Aerial Photo		
Bank Charges	98.87	98.87
	<hr/>	<hr/>
<b>Total Disbursements:</b>	<b>( \$ 2,730.06 )</b>	<b>( \$ 2,730.06 )</b>
<b>Cash Balance as of 10/31/2024</b>	<b>\$ 8,293.69</b>	<b>\$ 8,293.69</b>
	<b>=====</b>	<b>=====</b>

**HARRIS COUNTY M.U.D. #286  
10/31/2024**

**Disbursements For September 2024:**

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Bank OZK	Bank Charges	98.87
Cash Balance as of	10/31/2024	\$ 8,293.69

**Disbursements For November 2024:**

<u>Check #</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
[REDACTED]	United Energy Trading	Adjustment Refund	83.51
[REDACTED]	Houston Chronicle	Publication-Legal Notice	864.38
[REDACTED]	Utility Tax Service, LLC	Computer Costs/Publication	807.45
[REDACTED]	Utility Tax Service, LLC	November Fee	757.45
Total Disbursements:			( \$ <u>2,512.79</u> )
Cash Balance as of	11/1/2024		* \$ <u>5,780.90</u> =====

**\*26,303.05 Estimated Refunds due to pending CAD Lawsuits**



**HARRIS COUNTY M.U.D. #286**  
**10/31/2024**

**CURRENT COLLECTIONS & HISTORICAL DATA**

<u>Year</u>	<u>Collections</u> <u>10/31/2024</u>	<u>Adjustments</u> <u>10/31/2024</u>	<u>Reserve</u> <u>Uncollectibles</u>	<u>Collections</u> <u>9/1/98-10/31/2024</u>	<u>Receivables</u> <u>10/31/2024</u>	<u>Percent</u> <u>Collected</u>
2024						
2023		(83.51)		391,165.78	1,238.28	99.68
2022				437,394.19	941.88	99.79
2021				509,072.44	1,659.32	99.68
2020			333.84	512,556.71		100.00
2019			178.85	592,645.36		100.00
2018			116.07	631,300.09		100.00
2017			183.15	790,950.96		100.00
2016			150.07	811,030.49		100.00
2015			434.05	832,209.61		100.00
2014			67.88	963,976.24		100.00
2013			42.47	856,716.94		100.00
2012			31.65	772,102.99		100.00
2011			13.74	707,626.23		100.00
2010			17.02	736,843.35		100.00
2009			6.36	822,101.85		100.00
2008			271.42	1,011,174.67		100.00
2007			279.35	1,068,711.39		100.00
2006			198.91	1,145,113.90		100.00
2005			198.91	1,033,681.55		100.00
2004				1,017,730.63		100.00
2003				1,084,093.17		100.00
2002			15.57	981,347.06		100.00
2001			103.02	1,050,783.10		100.00
2000			42.38	1,013,638.41		100.00
1999			51.92	990,861.35		100.00
1998			7.97	980,058.97		100.00

**CURRENT CERTIFIED VALUES & HISTORICAL DATA**

<u>Year</u>	<u>Debt Rate</u>	<u>M&amp;O Rate</u>	<u>Total</u> <u>Tax Rate</u>	<u>Original</u> <u>Value</u>	<u>Adjustments</u>	<u>Adjusted</u> <u>Taxable Value</u>	<u>Taxable</u> <u>Levy</u>	<u>SR &amp; KR</u> <u>Rolls</u>
2024				373,849,004	7,717,508	381,566,512		2-2
2023	0.000	0.10780	0.10780	386,655,244	<sup>1</sup> (22,644,092)	364,011,152	392,404.06	14-14
2022	0.000	0.11380	0.11380	474,130,900	(88,949,677)	385,181,223	438,336.07	26-26
2021	0.000	0.12180	0.12180	442,291,030	(22,971,000)	419,320,030	510,731.76	38-38
2020	0.000	0.12500	0.12500	455,630,633	(45,318,235)	410,312,398	512,890.55	50-50
2019	0.000	0.12500	0.12500	494,333,588	(20,217,341)	474,116,247	592,645.36	62-62
2018	0.000	0.13000	0.13000	349,407,306	136,208,205	485,615,511	631,300.15	64-64
2017	0.000	0.13000	0.13000	504,536,207	104,028,473	608,564,680	791,134.11	60-60
2016	0.000	0.13000	0.13000	539,929,649	84,055,446	623,985,095	811,180.56	85-85
2015	0.000	0.13000	0.13000	575,327,052	65,168,044	640,495,096	832,643.66	60-60
2014	0.000	0.16000	0.16000	487,341,797	115,185,757	602,527,554	964,044.12	59-59
2013	0.000	0.18000	0.18000	263,844,130	212,133,351	475,977,481	856,759.41	59-59
2012	0.048	0.13250	0.18000	273,678,291	155,285,412	428,963,703	772,134.64	59-59
2011	0.048	0.13250	0.18000	289,143,233	103,990,097	393,133,330	707,639.97	59-59
2010	0.048	0.13250	0.18000	262,104,965	147,261,916	409,366,881	736,860.37	63-63
2009	0.048	0.13250	0.18000	498,785,636	(42,058,846)	456,726,790	822,108.21	67-67
2008	0.040	0.14000	0.18000	642,719,451	(80,804,925)	561,914,526	1,011,446.09	72-52
2007	0.040	0.16000	0.20000	559,116,611	(24,621,227)	534,495,384	1,068,990.74	73-110
2006	0.200	0.09000	0.29000	271,895,373	123,040,060	394,935,433	1,145,312.81	
2005	0.280	0.01000	0.29000	354,428,002	2,082,485	356,510,487	1,033,880.46	81-50
2004	0.280	0.01000	0.29000	191,498,040	159,443,650	350,941,690	1,017,730.63	8-13
2003	0.280	0.01000	0.29000			373,825,320	1,084,093.17	5-15
2002	0.230	0.00000	0.23000			426,679,350	981,362.63	5-15
2001	0.215	0.00000	0.21500			488,779,980	1,050,877.12	3-10
2000	0.199	0.00000	0.19870			510,177,710	1,013,680.79	4-17
1999	0.199	0.00000	0.19870			498,724,270	990,913.27	4-13
1998	0.228	0.00000	0.22770			430,420,140	980,066.94	10-15

**HARRIS COUNTY M.U.D. #286**  
**10/31/2024**

**Notes:**

\$ 83.51 Reported as 2023 taxes collected on 12/2023 report. Transferred to adjustment refund per KP #14 on 10/2024 report. Account [REDACTED]  
Check #1166 Voided due to printer error.

**Installment Agreements:**

<u>Year(s)</u>	<u>Taxpayer/Account #</u>	<u>Payment Schedule</u>	<u>Current Yes/No</u>
----------------	---------------------------	-------------------------	-----------------------



1173

**HARRIS COUNTY**  
MUNICIPAL UTILITY DISTRICT NO. 286  
PH. 713-688-3855  
1750 W 43RD STREET  
HOUSTON, TX 77018

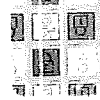
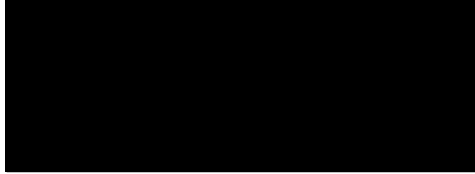
**BANK OZK**  
81-727/829

11/1/2024

PAY TO THE ORDER OF United Energy Trading \$ \*\*83.51

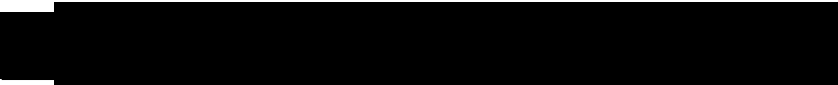
Eighty-Three and 51/100\*\*\*\*\* DOLLARS

Security features. Details on back.



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AUTHORIZED SIGNATURE

MEMO



**HARRIS COUNTY**

1173

United Energy Trading

11/1/2024



83.51

Harris Co MUD #286

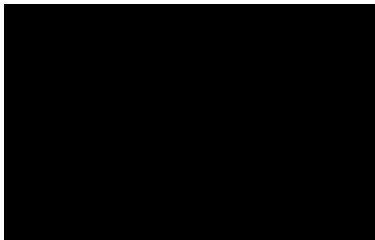
83.51

**HARRIS COUNTY**

1173

United Energy Trading

11/1/2024



83.51

PAYMENT RECORD

Harris Co MUD #286

83.51



1750 West 43rd Street | Houston, Texas 77018 | Voice: 713-688-3855

## Harris County M.U.D. #286 Adjustment Refund Invoice

Account #: [REDACTED]  
Owner: UNITED ENERGY TRADING

Year	Reason	Last Payment	Refund
2023	Roll KP-14 Appraised Values Lowered	12/22/2023	83.51

Check #: 1173  
Amount: 83.51  
Paid: 11/1/2024

Payable to:

UNITED ENERGY TRADING  
UNITED ENERGY TRADING LLC  
PO BOX 837  
BISMARCK, ND 58502-0837



1174

**HARRIS COUNTY**  
MUNICIPAL UTILITY DISTRICT NO. 286  
PH. 713-688-3855  
1750 W 43RD STREET  
HOUSTON, TX 77018

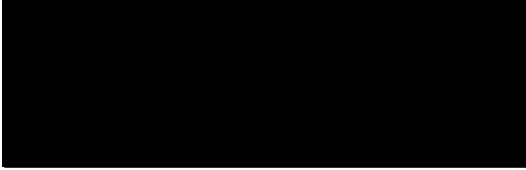
**BANK OZK**  
81-727/829

11/1/2024

PAY TO THE ORDER OF Houston Chronicle

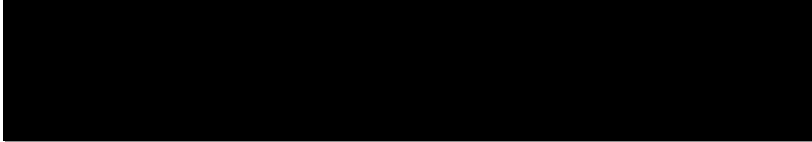
\$ \*\*864.38

Eight Hundred Sixty-Four and 38/100\*\*\*\*\* DOLLARS



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\_\_\_\_\_  
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AUTHORIZED SIGNATURE

MEMO



**HARRIS COUNTY**

1174

Houston Chronicle

11/1/2024

864.38



Harris Co MUD #286

864.38

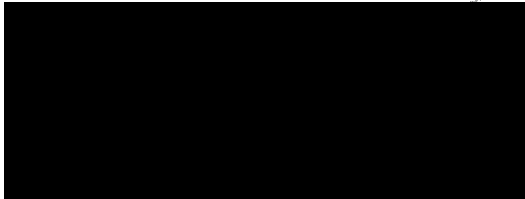
**HARRIS COUNTY**

1174

Houston Chronicle

11/1/2024

864.38



PAYMENT RECORD

Harris Co MUD #286

864.38

Security features. Details on back.





THE COURIER  
OF MONTGOMERY COUNTY

Return Service Requested

PRESORT PBPS001 <>



UTILITY TAX SVCS, LLC  
1750 W 43RD ST  
HOUSTON TX 77018-1848

ADVERTISING INVOICE/STATEMENT

Advertiser/Client Number: [REDACTED]  
Advertiser/Client Name: [REDACTED]  
Billed Account Number: [REDACTED]  
Billing Date: 09/30/24  
Payment Terms: By 25th of Month  
Total Amount Due: \$864.38  
Amount Enclosed: \$ \_\_\_\_\_

PLEASE INCLUDE STATEMENT NUMBER 700146724  
ON CHECK AND MAKE IT PAYABLE TO HOUSTON CHRONICLE.

SEND PAYMENTS TO:

HOUSTON CHRONICLE  
PO BOX 14484  
DES MOINES, IA 50306-3484



Please detach, INCLUDE STATEMENT NUMBER IN ALL REMITTANCE and return above portion with your payment.

HOUSTON CHRONICLE



THE COURIER  
OF MONTGOMERY COUNTY

ADVERTISING  
INVOICE/STATEMENT

HOUSTON CHRONICLE  
PO BOX 14484  
DES MOINES, IA 50306-3484  
TID #: 76-0556295

Advertiser/Client Name	Adv/Client Number	Billed Acct Number	Billing Period	Sales Rep.	Total Amount Due
286 HARRIS CTY MUD	[REDACTED]	[REDACTED]	09/01/24 - 09/30/24	Notices HOU-Legal	\$864.38

Date	Invoice# or Transaction#	Description/Other Comments and Charges	SAU Size Billed Units	Times Run Rate	Gross Amount	Net Amount
09/25/24	[REDACTED]	ICN Cypress Creek Cypress IC MUD #286 Notice of Public Hearing on AGENCY DISCOUNT	3 x 10.25		\$1,016.92 (\$152.54)	\$864.38

Summary of Current Activity

Lines:	0	Previous Balance:	\$0.00
Inches:	0	Current Net Charges:	\$864.38
Inserts:	0	Current Payments/Credits:	\$0.00
Gross Amount:			

Current	30 days	60 days	90 days	120 days	Unapplied Amount	Total Amount Due
\$864.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$864.38

ck#1174  
pd 11.1.2024

Thank you, we value your business.

For questions regarding your bill please call 713-362-2834 or send an e-mail to HOUCONTRACTS@CHRON.COM

**HARRIS COUNTY**  
MUNICIPAL UTILITY DISTRICT NO. 286  
PH. 713-688-3855  
1750 W 43RD STREET  
HOUSTON, TX 77018



**BANK OZK**  
81-727/829

11/1/2024

PAY TO THE ORDER OF Utility Tax Service, LLC

\$ \*\*807.45

Eight Hundred Seven and 45/100 \*\*\*\*\* DOLLARS



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

MEMO



**HARRIS COUNTY**

1175

Utility Tax Service, LLC



11/1/2024

507.45  
300.00

Harris Co MUD #286

807.45

**HARRIS COUNTY**

1175

Utility Tax Service, LLC



11/1/2024

507.45  
300.00

PAYMENT RECORD

Harris Co MUD #286

807.45

Security features. Details on back.

UTS, LLC

# Invoice

%Utility Tax Service, LLC  
1750 West 43rd St.  
Houston, TX 77018

Date	Invoice #
11/1/2024	24512

Bill To
HC MUD 286

Item	Description	Amount
Computer Costs	2024 Tax Year	507.45
Additional Services	2024 Publication	300.00

<b>Total</b>	\$807.45
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$807.45

CK#1175  
Pd 11.1.2024





1176

**HARRIS COUNTY**  
MUNICIPAL UTILITY DISTRICT NO. 286  
PH. 713-688-3855  
1750 W 43RD STREET  
HOUSTON, TX 77018

**BANK OZK**  
81-727/829

11/1/2024

PAY TO THE ORDER OF Utility Tax Service, LLC

\$ \*\*757.45

Seven Hundred Fifty-Seven and 45/100\*\*\*\*\* DOLLARS

Security features. Details on back.



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AUTHORIZED SIGNATURE

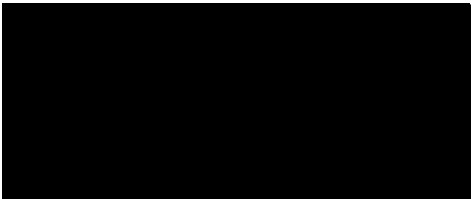
MEMO



**HARRIS COUNTY**

1176

Utility Tax Service, LLC



11/1/2024

507.45  
250.00

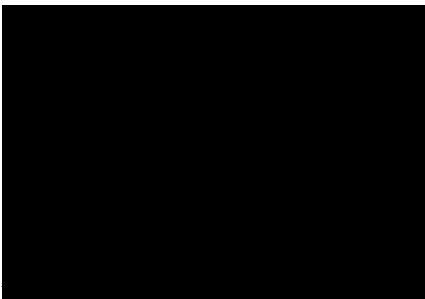
Harris Co MUD #286

757.45

**HARRIS COUNTY**

1176

Utility Tax Service, LLC



11/1/2024

507.45  
250.00

PAYMENT RECORD

Harris Co MUD #286

757.45

UTS, LLC

# Invoice

%Utility Tax Service, LLC  
1750 West 43rd St.  
Houston, TX 77018

Date	Invoice #
11/1/2024	24359

Bill To
HC MUD 286

Item	Description	Amount
Monthly Fee	November Tax Assessor-Collector Fee	507.45
SB2 Fees	Monthly Fee	250.00

<b>Total</b>	\$757.45
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$757.45

ck #1176  
pd 11.1.2024



Harris County M.U.D. No. 286  
Operations Report

**Board Meeting 11/04/24**

*Robert Cardenas*

**Robert Cardenas**  
Account Manager





## HARRIS COUNTY MUD 286 EXECUTIVE SUMMARY

### Previous Meeting Action Item Status

Item	Location	Description	Status
Delinquents	District area	Past due accounts	Disconnected (0)
Harvey damage claims	District area	Documents have been submitted to Cohn Reznick	Awaiting payment
Lead service line inventory	District area	LJA to perform field verifications to submit to TCEQ	Submitted Oct 4
Valve survey repairs	District area	Repairs to valves estimated at \$36,500.00	\$13,549.92 billed; 90% complete
Climbing screen: MRS- 1000	WWTP	NTS pulled the mechanical screen for repairs estimated cost - \$13,691.00	In progress

### Current Items Requiring Board Approval

Item	Location	Description	Status
Delinquent Accounts	District area	Past due accounts	Review

### Operations Expenses:

*Total Amount Invoiced: \$25,565.19*

### Financial Recap:

*Total Receivables: \$ 83,033.60*

### Compliance Summary:

#### *Water Production Report –*

Accountability for the month of September is at 99.8%; yearly average is 95.8%

#### *Wastewater Facility Compliance –*

There are no excursions to report for the month of September

Monthly rainfall of 1.5 inches

### Operations Summary:

- **Delinquent Letters**
  - 8 delinquent letters were mailed in advance of today's meeting while 4 remain unpaid.
- **Collections**
  - There are no account to be sent to collections for October 2024.
- **Write Offs**
  - There are no accounts to be written off for October 2024.
- **Customer Care**
  - During the month of October there were no customer service calls received.

## Substantial Repairs & Maintenance

- **11555 Compaq Center Dr**

2024 Harris County Fire Marshal Operating Permit Renewal

\$1,132.50

- **14902 Jones Rd. SP**

Transferred load from plant 1 to plant 2

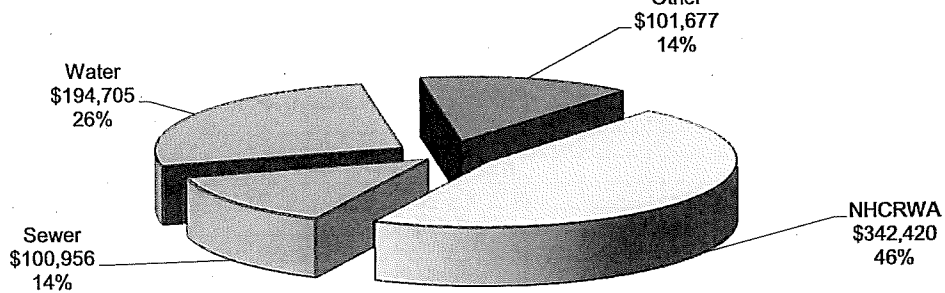
\$1,551.75

# Harris County M.U.D. No. 286 Utility Billing Summary

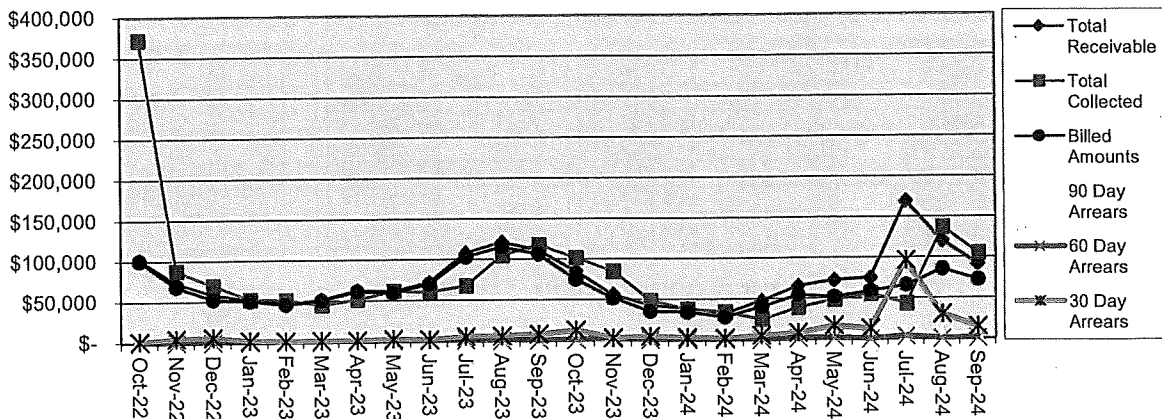
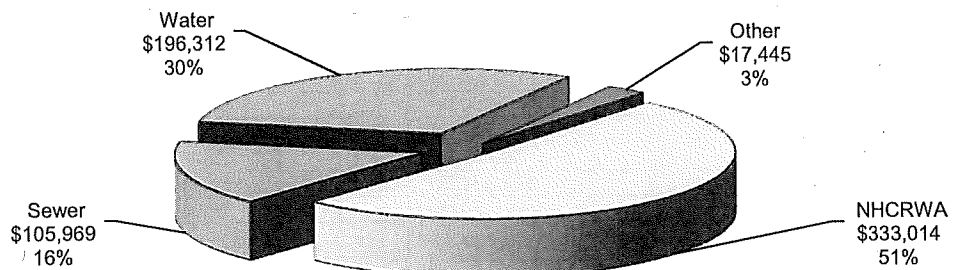
	Sep-24	Aug-24	Sep-23
Total Adjustment	\$2,800.55	\$2,296.39	\$580.40
Total Payments Received	(\$105,222.40)	(\$136,839.61)	(\$117,632.60)
Total Billed	\$72,447.29	\$85,820.82	\$106,098.75
Deposits Applied	(\$50.00)	(\$200.00)	\$0.00
Total Receivable	\$83,033.60	\$113,058.16	\$105,736.69
Total Arrears	\$19,413.94	\$34,920.92	\$4,939.70
Security Deposit Beginning Balance	(\$23,906.00)	(\$24,006.00)	(\$24,956.00)
Security Deposit Adjustments	\$0.00	\$0.00	\$0.00
Security Deposit Payments Received	(\$100.00)	(\$100.00)	(\$50.00)
Security Deposit Applied to Accounts	\$50.00	\$200.00	\$0.00
Security Deposit Ending Balance	(\$23,956.00)	(\$23,906.00)	(\$25,006.00)
Residential Water Sold	4,291,000	4,272,000	6,251,000
Residential Connections	265	266	266
Average Usage per Residential Connection	16,192	16,060	23,500
NHCRWA Monthly Payable	\$53,649.90	\$87,443.10	\$68,714.10

**Collections, 12 Months**

Other = Deposits, Penalties, Transfer Fees, Delinquent Letter Fees, Inspections, Disc. Fees, and Misc.



**Billing, 12 Months**



Harris County M.U.D. No. 286  
Utility Billing Detail Report

Monthly Due Date 28th

	Sep-24	Aug-24	Sep-23
Beginning Date	09/03/24	08/01/24	09/01/23
Closing Date	10/04/24	09/03/24	10/03/23
No. of Days	31	33	32

<b>Beginning Balance</b>	<b>\$113,058.16</b>	<b>\$161,980.56</b>	<b>\$116,690.14</b>
--------------------------	---------------------	---------------------	---------------------

<b>Adjustment</b>			
Credit Refund	\$128.56	\$0.00	\$3,583.50
Deposit	\$100.00	\$150.00	\$50.00
Disconnection Fee	\$0.00	\$35.00	\$0.00
Letter Fee	\$80.00	\$10.00	\$100.00
NHCRWA	\$0.00	\$0.00	(\$5.01)
Penalties	\$2,233.13	\$2,098.15	\$354.55
Return Check	\$17.86	\$0.00	\$45.86
Transfer Fee	\$20.00	\$30.00	\$10.00
Unapplied	\$0.00	(\$26.76)	(\$3,583.50)
Back Charge	\$196.00	\$0.00	\$0.00
NSF Fee	\$25.00	\$0.00	\$25.00
<b>Total Adjustments</b>	<b>\$2,800.55</b>	<b>\$2,296.39</b>	<b>\$580.40</b>

<b>Collected Amounts</b>			
Administrative Fee	(\$597.89)	(\$500.00)	(\$500.00)
Deposit	(\$100.00)	(\$100.00)	(\$50.00)
Disconnection Fee	\$0.00	\$0.00	\$0.00
Grease Trap Inspections	(\$952.58)	(\$900.00)	(\$900.00)
Letter Fee	(\$60.00)	(\$70.00)	(\$102.19)
NHCRWA	(\$53,525.69)	(\$35,711.25)	(\$64,056.77)
NSF Fee	\$0.00	\$0.00	\$0.00
Meter Rental	\$0.00	\$0.00	(\$120.00)
Penalties	(\$4,367.00)	(\$514.74)	(\$552.65)
Sewer	(\$11,860.84)	(\$8,374.38)	(\$14,325.97)
Transfer Fee	(\$20.00)	(\$20.00)	(\$10.00)
Water	(\$30,717.83)	(\$19,964.76)	(\$35,111.64)
Back Charge	\$0.00	(\$69,844.89)	\$0.00
<b>Total Collected</b>	<b>(\$102,201.83)</b>	<b>(\$136,000.02)</b>	<b>(\$115,729.22)</b>
<b>Overpayments</b>	<b>(\$3,020.57)</b>	<b>(\$839.59)</b>	<b>(\$1,903.38)</b>
<b>Total Collected</b>	<b>(\$105,222.40)</b>	<b>(\$136,839.61)</b>	<b>(\$117,632.60)</b>

<b>Billed Amounts</b>			
Administrative Fee	\$500.00	\$500.00	\$500.00
Grease Trap Inspections	\$900.00	\$900.00	\$900.00
NHCRWA	\$39,751.98	\$45,367.12	\$58,917.60
Sewer	\$8,760.81	\$12,102.20	\$13,506.65
Water	\$22,534.50	\$26,951.50	\$32,154.50
Meter Rental	\$0.00	\$0.00	\$120.00
<b>Total Billed</b>	<b>\$72,447.29</b>	<b>\$85,820.82</b>	<b>\$106,098.75</b>

<b>Deposits Applied</b>	<b>(\$50.00)</b>	<b>(\$200.00)</b>	<b>\$0.00</b>
-------------------------	------------------	-------------------	---------------

<b>Aged Receivable</b>			
90 Day Arrears	\$4,519.49	\$4,453.24	\$21.66
60 Day Arrears	\$515.63	\$248.99	\$149.12
30 Day Arrears	\$14,405.58	\$30,245.45	\$7,154.42
Unapplied Credits	(\$26.76)	(\$26.76)	(\$2,385.50)
<b>Total Aged Receivable</b>	<b>\$19,413.94</b>	<b>\$34,920.92</b>	<b>\$4,939.70</b>
Current Receivable	\$63,619.66	\$78,137.24	\$100,796.99
<b>Total Receivable</b>	<b>\$83,033.60</b>	<b>\$113,058.16</b>	<b>\$105,736.69</b>

Electronic Payment Stats - Calendar Month

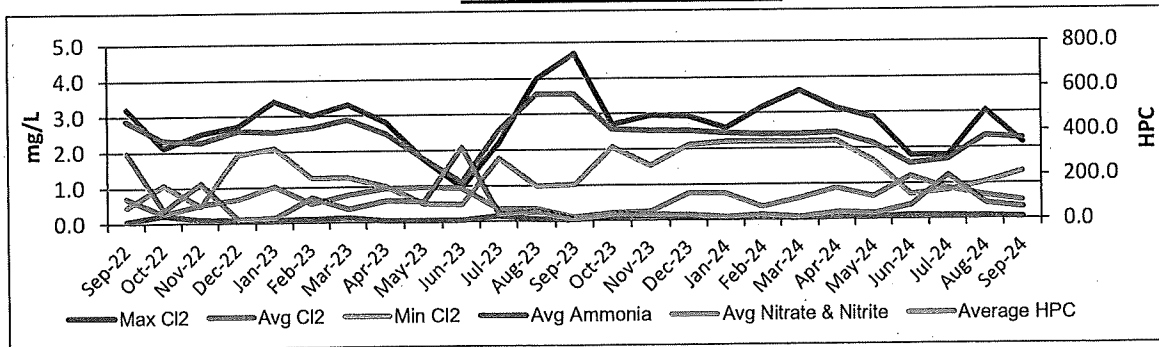
	Sep-24	Aug-24	Sep-23
Check Consolidation	47	53	57
Credit Card	74	83	75
ACH	77	88	58
<b>Total</b>	<b>198</b>	<b>224</b>	<b>190</b>



# Harris County M.U.D. No. 286 Connection Count

	Sep-24	Aug-24	Sep-23
Residential	265	266	266
Fire Line	6	6	6
Apartments	0	0	0
Builder Deposit	4	4	4
Commercial	6	6	5
Commercial - Water Only	4	4	4
Commercial - Sewer Only	3	3	3
Commercial w/Grease Trap	8	8	9
3rd Party Backcharge	1	1	1
HOA Irrigation	7	7	7
Chasewood Full Service	2	2	2
Chasewood Water Only	2	2	2
Chasewood Sewer Only	1	1	2
Chasewood Sewer w/ Grease	1	1	0
Commercial Irrigation	13	13	13
YMCA	1	1	1
No Bill - Cooling Towers	0	0	0
District Meter	4	4	4
Interconnect "No Bill"	3	3	3
Consumption Account HOA	13	13	13
Temporary Meters	0	0	1
Vacant Residential	1	0	0
<b>Total Connections</b>	<b>345</b>	<b>345</b>	<b>346</b>

## Disinfection Monitoring



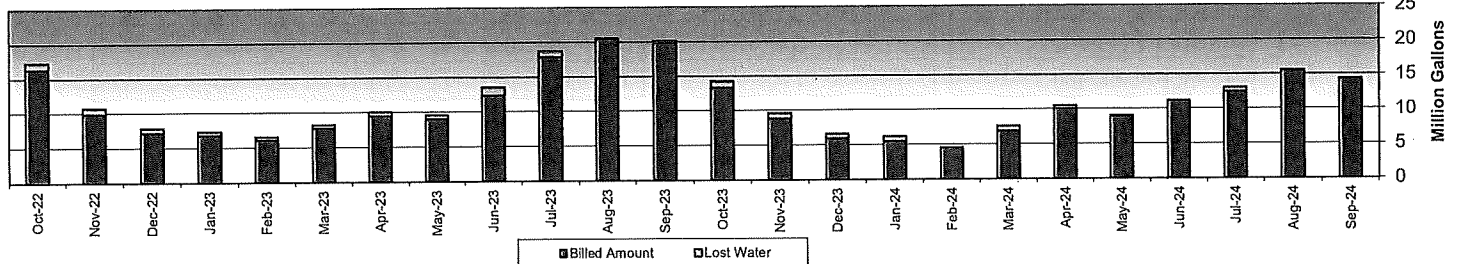
## Maximum Residual Disinfectant Level (MRDL)

Month	Sep-24	Aug-24	Jul-24
# TCR Samples	10	10	10
# Disinfectant Samples	40	41	41
Average Disinfection Res.	2.25	2.32	1.66
Highest Reading	2.5	2.5	2.3
Lowest Reading	2	2.2	1.33
# Below Limit	0	0	0
# With None Detected	0	0	0

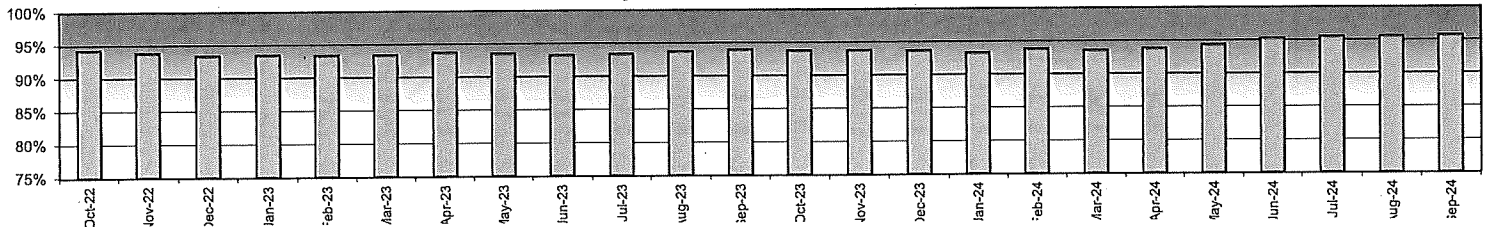
# Harris County M.U.D. No. 286 Water Production Report

Period Ending	Well #1 (MG)	Well #2 (MG)	RWA (MG)	Total Produced (MG)	% RWA	Interconnect						Accountability		
						Billed (MG)	Water Sold (MG)	Water Purchased (MG)	Total Billed (MG)	Maintenance (MG)	Lost Water Amount	Without Maintenance	One Mo.	12 Mo. Avg.
<b>12 Month Average Percentage</b>														
Sep-20-24	0.236	0.132	14.065	14.433	97.45%	14.273	0.000	0.000	14.273	0.132	0.028	98.9%	99.8%	95.8%
Aug-20-24	0.197	0.000	27.885	28.082	99.30%	15.445	12555.000	0.001	12570.445	0.000	0.082	99.7%	99.7%	95.6%
Jul-19-24	0.415	0.000	33.124	33.539	98.76%	12.426	20201.000	0.001	20213.426	0.318	0.594	97.3%	98.2%	95.6%
Jun-19-24	0.185	0.000	30.374	30.559	99.39%	11.156	19985.000	0.001	19996.156	0.095	-0.676	101.9%	102.2%	95.3%
May-20-24	0.295	0.000	24.847	25.142	98.83%	8.909	16023.500	0.013	16032.409	0.081	0.128	99.2%	99.5%	94.4%
Apr-22-24	0.227	0.000	13.533	13.760	98.35%	10.064	3118.089	0.014	3128.153	0.121	0.456	95.8%	96.7%	93.8%
Mar-18-24	0.156	0.024	7.721	7.901	97.72%	6.914	114.615	0.007	121.529	0.169	0.704	89.0%	91.1%	93.6%
Feb-19-24	0.045	0.094	4.386	4.525	96.93%	4.517	0.003	0.001	4.520	0.000	0.008	99.8%	99.8%	93.8%
Jan-20-24	0.275	0.079	5.888	6.242	94.33%	5.412	0.001	0.001	5.413	0.079	0.751	86.7%	88.0%	93.3%
Dec-20-23	0.250	0.053	6.464	6.767	95.52%	5.885	123.033	0.014	128.918	0.027	0.732	88.8%	89.2%	93.7%
Nov-22-23	0.205	0.078	9.368	9.651	97.07%	8.810	0.135	0.004	8.945	0.008	0.820	91.3%	91.5%	93.8%
Oct-25-23	0.168	0.199	13.911	14.278	97.43%	13.286	0.002	0.001	13.288	0.041	0.951	93.1%	93.3%	93.8%
Sep-25-23	13.238	0.155	6.838	20.231	33.80%	19.806	0.002	0.000	19.808	0.035	0.391	97.9%	98.1%	94.0%
Aug-24-23	19.070	0.116	1.412	20.598	6.86%	20.404	0.002	0.001	20.406	0.031	0.164	99.1%	99.2%	93.7%
Jul-26-23	14.382	0.207	4.203	18.792	22.37%	17.835	0.126	0.001	17.961	0.025	0.932	94.9%	95.0%	93.4%
Jun-23-23	1.032	0.177	12.363	13.572	91.09%	12.297	0.582	0.008	12.879	0.038	1.237	90.6%	90.9%	93.3%
May-23-23	0.191	0.246	9.150	9.587	95.44%	8.921	0.057	0.001	8.978	0.018	0.648	93.1%	93.2%	93.6%
Apr-24-23	0.214	0.154	9.743	10.111	96.36%	9.478	0.052	0.007	9.530	0.046	0.587	93.7%	94.2%	93.7%
Mar-23-23	0.128	0.045	8.103	8.276	97.91%	7.750	0.001	0.001	7.751	0.009	0.518	93.6%	93.7%	93.4%
Feb-23-23	0.192	0.292	6.053	6.537	92.60%	6.086	0.000	0.001	6.086	0.000	0.451	93.1%	93.1%	93.4%
Jan-25-23	0.615	0.179	6.743	7.537	89.47%	6.774	0.001	0.001	6.775	0.200	0.563	89.9%	92.5%	93.5%
Dec-23-22	0.321	0.202	7.372	7.895	93.38%	7.158	0.001	0.001	7.159	0.000	0.737	90.7%	90.7%	93.4%
Nov-23-22	0.197	0.231	10.350	10.778	96.03%	9.855	0.122	0.003	9.977	0.000	0.923	91.4%	91.4%	93.8%
Oct-25-22	9.345	0.208	7.602	17.155	44.31%	16.352	0.002	0.001	16.353	0.000	0.959	91.4%	95.3%	94.3%

Water Billed vs Lost



Accountability, 12 Month Average



# Harris County MUD 286 Commercial Consumption Report

Account Number	Account Name	Address	Rate Code	Sept-24	Aug-24	July-24	Jun-24	May-24	Apr-24	Mar-24	Feb-24	Jan-24	Dec-23	Nov-23	Oct-23
			4	0	0	0	0	0	0	0	0	0	0	0	0
			4	0	0	0	34	0	0	0	4	0	0	0	0
			4	0	0	0	0	0	0	0	0	0	0	0	0
			4	0	0	0	0	0	0	0	0	0	0	0	0
			4	0	0	0	0	0	0	0	0	0	0	0	1
			4	0	0	0	0	0	0	0	0	0	0	0	0
			4	0	0	0	0	0	0	1	0	0	0	0	0
			4	0	0	0	0	0	0	0	0	0	0	0	0
			4	0	0	0	0	0	0	0	0	0	0	0	0
			4	0	0	0	34	0	0	1	4	0	0	0	1
			15A	2564	2756	2439	2382	1680	1598	1258	727	733	857	1396	2254
			15A	408	412	215	144	150	129	129	21	16	68	71	190
			15A	2217	2444	1118	766	732	580	394	108	65	394	578	957
			15A	6	203	326	351	217	370	109	0	266	186	291	325
			15A	0	0	0	0	0	0	0	0	0	0	0	0
			15A	0	0	0	0	0	0	0	0	0	0	0	0
			15A	5,195	5,815	4,098	3,643	2,779	2,677	1,890	856	1,080	1,505	2,336	3,726
			15	0	0	0	0	1	0	17	106	5	0	18	0
			15	748	491	421	287	594	427	297	206	621	279	682	747
			15	35	27	14	21	40	44	33	21	10	23	22	21
			15	50	100	63	15	17	22	14	17	11	16	153	319
			15	298	344	306	316	353	195	133	127	136	100	6	11
				1,131	962	804	639	1,005	688	494	477	783	418	881	1,098
			16	7	3	9	4	4	7	4	7	6	5	298	348
			16	0	0	169	171	323	276	200	162	224	174	251	500
			16	387	425	388	338	217	354	296	236	56	144	155	387
			16	7	20	3	10	12	10	9	11	9	4	6	8
			16	0	0	0	0	0	0	0	0	0	0	0	0
			16	18	7	5	7	12	20	15	18	6	13	18	20
			16	11	7	8	10	15	41	40	53	53	42	47	16
			16	27	23	36	27	26	21	21	23	102	32	54	24
			16	37	227	10	94	42	69	67	116	53	45	83	19
			16	288	366	320	319	252	257	213	166	210	226	255	283
			16	782	712	628	661	651	803	652	626	509	459	912	1,322
			30	31	29	31	27	23	34	6	0	0	0	22	27
			30	44	44	37	41	37	51	5	0	0	0	30	41
			30	19	18	16	16	13	16	1	0	0	0	10	16
			30	428	357	235	221	196	194	116	13	91	122	182	270
			30	33	28	27	29	26	32	11	0	0	0	25	41
			30	19	22	24	21	21	5	0	0	0	0	10	19
				574	448	319	305	269	295	128	13	91	122	244	354
			35A	109	151	117	95	107	129	60	55	52	52	64	97
			35A	226	284	239	246	117	166	89	132	193	151	130	243
				335	435	356	341	224	295	149	187	245	203	194	340
			35	96	91	104	83	66	94	54	22	54	81	68	116
			35	105	144	122	89	82	102	63	22	58	88	90	192
				201	235	226	172	148	196	117	44	112	169	158	308
				37 of 141	41	38	38	36	45	32	0	3	14	53	52
				37	0	0	0	0	0	0	0	0	0	0	0

# Harris County MUD 286 Commercial Consumption Report

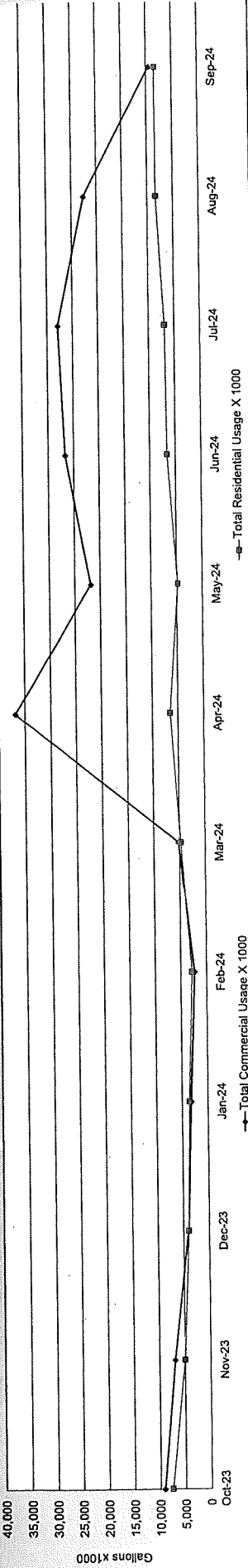
Account Number	Account Name	Address	Rate Code	Sep-24	Aug-24	Jul-24	Jun-24	May-24	Apr-24	Mar-24	Feb-24	Jan-24	Dec-23	Nov-23	Oct-23
			37	0	0	0	0	0	0	0	0	0	0	0	0
			37	0	0	0	0	0	0	0	0	0	0	0	0
			37	0	0	0	0	0	0	0	0	0	0	0	0
			37	323	95	152	126	60	151	123	1	58	64	221	358
			37	0	0	0	0	0	0	0	0	0	0	0	0
			37	55	60	70	75	45	43	0	0	10	21	25	68
			37	158	241	210	128	88	109	54	0	4	119	116	202
			37	0	0	0	0	0	0	0	0	29	33	29	26
			37	226	338	484	104	14	128	62	14	129	208	252	333
			37	0	0	0	0	0	0	0	0	0	0	0	0
			37	0	0	0	0	0	0	0	0	0	0	0	0
			37	0	0	0	0	0	0	0	0	0	0	0	0
			37	159	176	153	143	143	145	57	33	24	54	83	59
			37	962	775	1,001	539	301	476	271	15	233	459	696	1,034
			40A	307	696	378	421	373	491	342	190	239	199	197	338
			80	0	0	0	0	0	0	0	0	0	0	0	0
			80	0	0	0	0	0	0	0	0	0	0	0	0
			80	44	44	34	37	29	21	9	0	0	0	14	31
			80	68	15	53	35	27	39	20	0	0	0	24	36
				112	59	87	72	56	60	30	0	0	0	38	67
			82	0	0	208	0	0	0	0	0	0	122	0	664
			82	0	12548	20001	19978	16010	30890	1146	34	5	332	1346	19
			82	0	7	9	7	133	136	74	7	11	141	40	14
				0	12,555	20,218	19,985	16,143	31,026	1,220	41	16	595	1,386	697
			88	9	1	1	8	0	0	0	0	0	1	2	3
			88	5	4	4	4	4	3	1	0	2	1	2	1
			88	0	0	0	0	0	0	0	3	7	6	6	7
			88	7	2	2	2	1	2	1	1	2	2	1	2
			88	1	5	5	5	4	4	1	0	2	1	2	1
			88	7	4	5	4	5	3	2	0	1	2	2	1
			88	15	7	5	5	4	6	4	0	3	5	4	5
			88	10	102	55	50	45	50	38	1	20	22	42	76
			88	10	111	65	60	52	54	40	8	31	46	81	126
			88	136	117	92	81	76	69	28	0	22	34	37	44
			88	4	2	1	2	2	1	1	0	1	1	1	1
			88	217	2	0	0	3	2	0	0	0	1	2	1
			88	7	0	0	0	0	0	0	0	0	0	2	2
				428	357	235	221	196	194	116	13	91	122	182	270
			70	115	125	160	108	53	72	24	107	148	40	33	109
			70	82	84	164	77	50	151	43	41	28	39	51	77
				198	209	323	185	103	223	67	149	176	79	84	186
				9,599	22,692	28,115	26,812	21,949	37,007	5,294	2,453	3,308	4,129	7,042	9,285
				4,291	4,272	3,552	3,417	2,473	3,380	2,446	1,492	1,886	2,071	2,578	3,909

on Accounts  
 mers tested January 2012

# Harris County MUD 286 Commercial Consumption Report

Account Number	Account Name	Address	Rate Code	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-23	

Thousand Gallons Sold, Total



# Harris County M.U.D. No. 286 Wastewater Plant Discharge Report

TPDES Permit No. 13020001

Expires

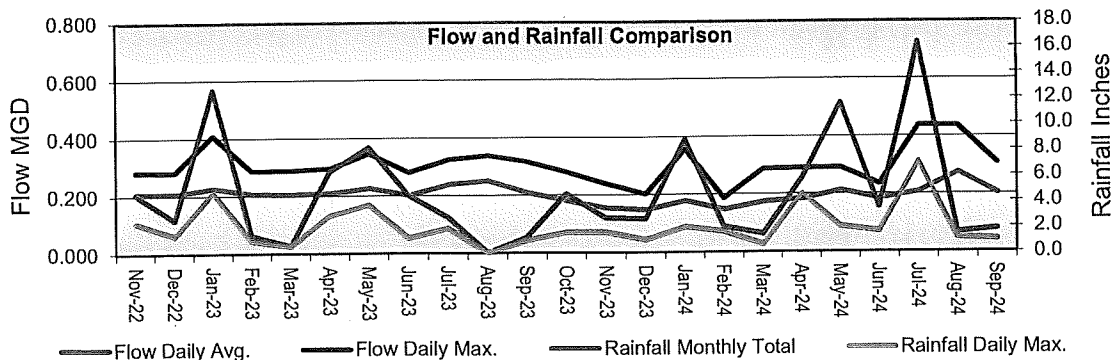
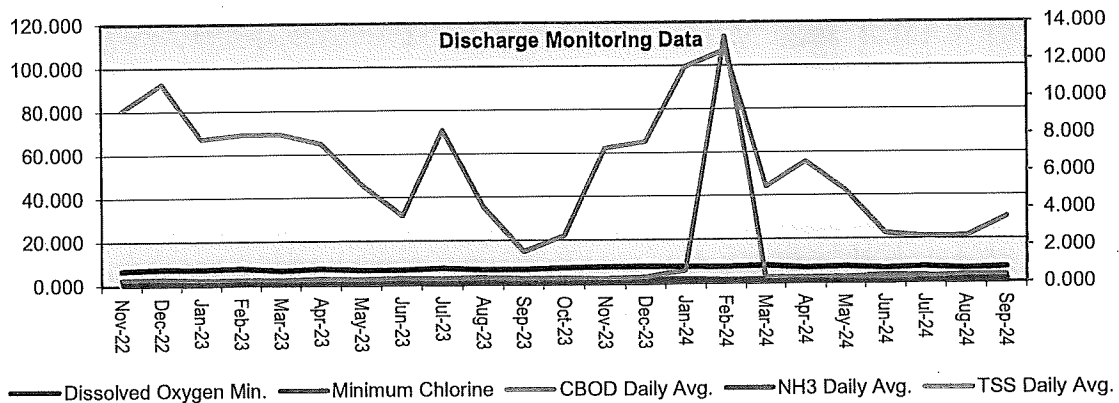
Thursday, February 17, 2028

Design Capacity: **.600 MGD**

Percent Loading: **34%**

Parameter	Limits	Units	Sep-24	Aug-24	Jul-24
Percent Loading			34%	46%	35%
Dissolved Oxygen Min.	4.000	Milligrams / Liter	6.770	6.150	6.980
Minimum pH	6.000	Standard Units	7.050	6.830	6.930
Maximum pH	9.000	Standard Units	7.490	7.140	7.350
TSS Daily Avg.	75.000	Pounds / Day	6.410	6.220	4.470
TSS Daily Avg.	15.000	Milligrams / Liter	3.530	2.450	2.430
TSS Daily Max.	40.000	Milligrams / Liter	5.470	2.900	2.780
NH3 Daily Avg.	15.000	Pounds / Day	0.275	0.270	0.646
NH3 Daily Avg.	3.000	Milligrams / Liter	0.230	0.110	0.346
NH3 Daily Max.	10.000	Milligrams / Liter	0.390	0.120	1.330
Flow Daily Avg.	0.600	Million Gal. / Day	0.202	0.274	0.207
Flow Daily Max.	n/a	Million Gal. / Day	0.306	0.435	0.436
2 hr. Peak Flow	1667.000	Gallons / Minute	250.000	333.000	591.000
Minimum Chlorine	1.000	Milligrams / Liter	1.290	1.260	2.780
Maximum Chlorine	4.000	Milligrams / Liter	3.770	3.730	3.860
CBOD Daily Avg.	50.000	Milligrams / Liter	5.570	8.070	4.640
CBOD Daily Avg.	10.000	Milligrams / Liter	3.350	3.350	2.500
CBOD Daily Max.	25.000	Milligrams / Liter	4.200	3.500	3.400
E. Coli Daily Avg.	63.000	CFU	5.520	1.760	1.000
E. Coli Daily Max.	200.000	CFU	30.500	3.100	1.000

Permit Excursions:	0	0	0
Unauthorized Discharges	0	0	0
Unauthorized Discharges Gallons	0	0	0



Harris County M.U.D. #286  
Customer Service Report

October-24

Customer Name	Address	Work Order #	Call Date	Description of Call
<b>Water Quality</b>				
None				
<b>Problems Reported</b>				
None				
<b>Billing Disputes</b>				
None				
<b>Customer Correspondence</b>				
None				

Harris County M.U.D. No. 286  
 Delinquent Notice/Service Disconnect Report

Date	Delinquent Letters	Date Mailed	Door Hangers	Date Hung	Disconnects	Date of Disconnect
October-24	8	10/24/24				
September-24	8	09/26/24	2	10/09/24	0	10/15/24
August-24	2	08/29/24	0	09/11/24	0	09/18/24
July-24	10	07/25/24	2	08/07/24	1	08/14/24
June-24	16	06/21/24	13	07/03/24	0	07/17/24
May-24	11	05/22/24	4	06/05/24	1	06/12/24
April-24	15	04/25/24	2	05/08/24	0	05/15/24
March-24	10	03/21/24	2	04/03/24	2	04/10/24
February-24	10	02/21/24	2	03/06/24	1	03/13/24
January-24	4	01/26/24	2	02/07/24	0	02/14/24
December-23	6	12/28/23	2	01/12/24	1	01/24/24
November-23	10	11/22/23	3	12/06/23	1	12/13/23
October-23	13	10/26/23	7	11/08/23	1	11/15/23
September-23	10	09/21/23	2	10/05/23	0	10/10/23
August-23	3	08/30/23	2	09/13/23	0	09/20/23
July-23	8	07/26/23	5	08/09/23	4	08/16/23
June-23	9	06/29/23	3	07/17/23	1	07/24/23
May-23	6	05/24/23	4	06/07/23	0	06/14/23
April-23	5	04/21/23	3	05/03/23	1	05/10/23
March-23	5	03/23/23	4	04/05/23	1	04/12/23
February-23	5	02/23/23	2	03/09/23	1	03/22/23
January-23	4	01/27/23	2	02/10/23	0	02/15/23
December-22	6	12/21/22	3	01/05/23	0	01/11/23
November-22	3	11/23/22	1	12/08/22	0	12/14/22
October-22	8	10/27/22	5	11/09/22	1	11/16/22

Current Month Terminations					
Account Number	Customer Name	Service Address	Amount Due	Disc Date	Reconn. Date
<b>No Current Terminations</b>					



# Harris County M.U.D. No. 286 Delinquent Accounts Report

October-24  
Revised as of October 24, 2024

8

30 Day Delinquent Accounts						
Account No.	Rate Code	Deposit	Past Due	Total Due	Last Payment	Payment Date
	16-Commercial w/ Gre	\$200.00	\$3,035.76	\$5,772.02	\$2,674.20	8/27/2024
	37-Commercial Irrigat	\$200.00	\$1,138.46	\$2,290.95	\$989.88	8/27/2024
	01-Residential	\$50.00	\$41.86	\$117.91	\$26.84	9/9/2024
	01-Residential	\$50.00	\$35.72	\$90.37	\$17.86	7/28/2024
	01-Residential	\$50.00	\$37.51	\$67.16	\$37.51	7/3/2024
	01-Residential	\$50.00	\$37.51	\$67.16	\$17.86	7/14/2024
	01-Residential	\$50.00	\$19.65	\$59.30	\$37.51	10/8/2024
	04-Fire Line	\$200.00	\$21.50	\$55.15	\$21.50	8/27/2024
		\$850.00	\$4,367.97	\$8,520.02	\$3,823.16	



Dear Harris County MUD 286,

As your partner, we want to make sure you are informed of the recent PFAS regulations and compliance requirements, issued by the Environmental Protection Agency (EPA). We want to assure you that Inframark's experts are following these changes to the regulatory environment and can partner with you to meet the new requirements and remain compliant within this evolving landscape. Additionally, here is the link to the EPA website for information on PFAS <https://www.epa.gov/pfas/pfas-explained>

#### **New Regulations:**

- **National Primary Drinking Water Regulation:** April 10, 2024, the EPA announced the final National Primary Drinking Water Regulation (NPDWR) for six PFAS compounds (per- and polyfluoroalkyl substances). Under the new regulations, public drinking water systems will have three years (by April 26, 2027) to complete the initial monitoring requirements and inform the public of the level of PFAS measured in their drinking water supply. If necessary, solutions to reduce PFAS in drinking water to comply with the new standards must be implemented within five years (by 2029). Importantly, there are limited treatment options available for drinking water at this time, and the disposal of treatment waste products may be problematic based upon EPA interim guidance issued for public comment in April 2024.
- **Hazardous Substances:** On April 19, 2024, the EPA released a final rule designating two PFAS chemicals (PFOA and PFOS) as Hazardous Substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The rule, and subsequent compliance obligations, became effective in June 2024. This rule has the potential to impact drinking water compliance (from both groundwater and surface water sources), disposal of drinking water plant solids, handling and disposal of wastewater plant biosolids, recycling/reuse of treated wastewater, groundwater recharge, and final effluent disposition.

**Our Partnership:** As your partner, we are committed to helping you meet these new obligations. While we anticipate these new regulations represent a change in law with regard to our current scope of work, Inframark is available to:

- In concert with your other consultants, we will assist in helping you make informed decisions regarding PFAS regulations.
- Evaluate test results and, if necessary, provide professional guidance regarding treatment options.
- Work with your other consultants to help identify funding sources for any required capital upgrades to existing facilities to bring them into compliance with the new regulations.

If required, we are amenable to amend our existing contract to address any scope, schedule or compensation impact to our services.

To avoid potential noncompliance with these regulations, timely and open dialogue is critical. Upon direction from the Board, we will begin testing according to the new regulations and will promptly

inform you of any detectable levels of PFAS identified. We will also work with the Texas Commission on Environmental Quality (TCEQ) to integrate any UCMR 5 test results into the initial monitoring requirements.

We understand that this is a challenging environment for all water and wastewater operators throughout the country, and we sincerely appreciate the confidence you have placed in us to be your trusted partners. Please feel free to reach out to me if you have any additional questions.

Sincerely,

Robert Cardenas

[Robert.cardenas@inframark.com](mailto:Robert.cardenas@inframark.com)

281-750-1938

## Questions & Answers: PFAS National Primary Drinking Water Regulation

### What are PFAS?

PFAS are a category of chemicals that can cause serious health problems if you are exposed to them over a long period of time, or at certain critical life stages like pregnancy and early childhood. Some of the most harmful PFAS have been largely phased out due to health and environmental concerns. But there are thousands of PFAS, and they are still found in use. PFAS tend to break down extremely slowly in the environment and can build up in people, animals, and the environment over time.

### What is the new rule?

With this rule, EPA is establishing legally enforceable levels for six PFAS known to occur individually and/or as mixtures in drinking water. EPA will regulate five PFAS as individually. They are PFOA, PFOS, PFNA, PFHxS, and HFPO-DA. EPA will regulate four PFAS as a mixture: PFHxS, PFNA, HFPO-DA, and PFBS.

PFAS can often be found together and in varying combinations as mixtures. Decades of research show mixtures of different chemicals can have additive health effects, even if the individual chemicals are each present at lower levels. With this rule, EPA has set limits for these chemicals individually and/or as mixtures.

### Why is EPA taking this step now?

We rely on safe drinking water from the moment we wake up and make a cup of coffee to when we brush our teeth at night. Every person should have access to safe drinking water. That's why EPA is acting now to protect people's drinking water from certain PFAS.

The science is clear: exposure to these six PFAS is linked to significant health risks. EPA is following the process outlined in the Safe Drinking Water Act for regulating drinking water contaminants. Regulating PFAS in drinking water is a significant way EPA protects the health of hundreds of millions of people and is a cornerstone of EPA's approach to protect people and the environment from PFAS.

### What does this mean for public drinking water systems?

Public water systems will have three years to complete the initial monitoring requirements. They must inform the public of the level of PFAS measured in their drinking water and they must implement solutions to reduce PFAS in their drinking water to levels below the standards within five years.

There are readily available solutions on the market now – GAC, ion-exchange, reverse-osmosis – and research is underway on more technologies for everything from treatment to residual management and destruction and EPA is working to assure the most promising technologies will continue to mature and be available.

### What is the impact of this rule for drinking water consumers?

This action will reduce exposure to PFAS for approximately 100 million Americans, saving thousands of lives and preventing tens of thousands of serious illnesses, including certain cancers and liver and heart impacts in adults, and immune and developmental impacts to infants and children.

Water systems that currently exceed the drinking water standard will have to switch to uncontaminated source

waters or install treatment to assure their water complies with EPA's PFAS standard. This will improve the quality and safety of drinking water, but it may result in increased drinking water costs for consumers.

### **What will implementation of this rule cost, and what are its quantifiable benefits?**

EPA considered all available information and analyses for costs and benefits, quantifiable and non-quantifiable, of this rule and determined that the benefits justify the costs.

The health benefits include fewer cancers, lower incidents of heart attacks and strokes, and reduced birth complications; when monetized, these quantifiable benefits alone exceed \$1.5 billion per year. Additionally, EPA could not quantify all the health benefits, including developmental, cardiovascular, liver, immune, endocrine, metabolic, reproductive, musculoskeletal, and carcinogenic effects, and therefore the benefit estimates are likely greater than \$1.5 billion per year.

EPA estimates the costs for public water systems to implement this regulation are approximately \$1.5 billion per year. These costs include water system monitoring, communicating with customers, and if necessary, installing and maintaining treatment technologies or obtaining new or additional sources of water.

### **How many utilities does EPA estimate will be impacted by this proposal?**

There are over 66,000 public water systems that are subject to the PFAS drinking water rule. Most of these systems will primarily have to conduct monitoring to confirm that they do not have PFAS at levels exceeding the regulatory standards. EPA estimates that between about 6% and 10% of the 66,000 public drinking water systems subject to this rule may have to take action to reduce PFAS to meet these new standards.

The Safe Drinking Water Act (under which this rule was developed) generally provides a three-year timeframe for compliance with new rules. Because of the additional time required for capital improvements for systems to comply with the PFAS MCLs, the EPA is exercising its authority under the Safe Drinking Water and is extending the typical three-year timeline for compliance to five years. Systems must comply with the other requirements, such as notifications, starting the three-years after the rule is final.

### **How will water systems pay for it? Are federal resources available to help?**

Protecting people's drinking water from PFAS will mean that some water systems with higher levels of these regulated PFAS will need to take actions to reduce PFAS in their drinking water. This could mean installing and maintaining treatment technologies to remove PFAS or finding uncontaminated sources of water. To find resources to make these investments, water systems and local officials will need to consider all available funding options, including federal grant and loan dollars, other capital sources, and in some cases by raising rates paid by customers.

The Bipartisan Infrastructure Law provides \$9 billion specifically to invest in communities with drinking water impacted by PFAS and other emerging contaminants. This includes more than \$5 billion in grant funding specifically for small or disadvantaged communities, which may be disproportionately impacted by PFAS pollution. EPA's free Water Technical Assistance (WaterTA) services support communities to identify water challenges, develop plans, build capacity, and develop application materials to access water infrastructure funding <https://www.epa.gov/water-infrastructure/water-technical-assistance-waterta>.

States and communities can further leverage an additional nearly \$12 billion in Bipartisan Infrastructure Law funding for Drinking Water State Revolving Funds (DWSRF) dedicated to making drinking water safer, and billions more through funds that Congress provides annually to fund DWSRF loans.

Another option for PFAS funding is the Water Infrastructure Finance and Innovation Act (WIFIA) program, a federal loan program at EPA that provides low-cost, flexible funding to communities for water infrastructure projects, including projects to address PFAS. WIFIA funding is available year-round, so communities can request financing on their schedule. Visit the WIFIA program's [website](#) to learn more.

EPA is also taking additional actions under its PFAS Strategic Roadmap to hold polluters accountable for their actions and help pay for cleanups, and to reduce the amount of PFAS pollution entering the environment in the first place, so that local communities do not have to bear the burden.

As public water systems determine the best way to tackle the investments they may need, EPA will continue to work with states, Tribes, communities, and other partners to help them make the long-term investments needed to make our nation's drinking water safe from PFAS.

### **Can I drink my water?**

EPA estimates that between about 6% and 10% of the 66,000 public drinking water systems subject to this rule may have to take action to reduce PFAS to meet these new standards. That's why EPA recommends contacting your local water utility to find out more about your drinking water, including what contaminants may be present, if they are monitoring for PFAS, what the levels are, and to see whether any actions are being taken.

The standards in this rule are set to reduce PFAS to the lowest levels that are feasible for effective implementation. If you are concerned about the level of PFAS in your drinking water, consider installing in-home water treatment (e.g., filters) that are certified to lower the levels of PFAS in your water. For more information: <https://www.epa.gov/system/files/documents/2024-04/water-filter-fact-sheet.pdf>.

### **Should I stop breastfeeding my infant?**

EPA encourages women and people who are currently pregnant, nursing, or bottle feeding an infant with formula to consult with their physician regarding concerns related to breastfeeding and potential exposure to chemicals such as PFOA, PFOS, GenX chemicals (i.e., HFPO-DA and its ammonium salt), PFHxS, PFNA, and PFBS. For more information about PFAS and breastfeeding, visit the CDC's [Agency for Toxic Substances and Disease Registry](#).

### **Does bathing/showering with my tap water present a health risk?**

Studies have shown that only a small amount of PFAS can get into your body through skin. Hence, neither bathing nor showering are likely to be primary routes of PFOA, PFOS, GenX chemicals (i.e., HFPO-DA and its ammonium salt), PFHxS, PFNA, or PFBS exposure.

### **Can I boil PFAS out of my water?**

No. These chemicals cannot be removed by heating or boiling water.

### **Should I drink bottled water?**

Deciding whether to buy and drink bottled water is a personal choice. The U.S. Food and Drug Administration (FDA) regulates food, including bottled water. The FDA has not established standards for any PFAS in bottled water at this time, but now that EPA has finalized these standards, FDA is required under Section 410 of the Federal Food, Drug, and Cosmetic Act to evaluate what PFAS standards are appropriate for bottled water.

FDA has analyzed for PFAS in bottled water (carbonated and non-carbonated) through a targeted survey (2016) and through the FDA's Total Diet Study samples. Results from the studies did not detect PFAS in any sample. The FDA is currently conducting an additional targeted survey for PFAS in bottled water and results will be posted on the [FDA's website](#) when complete. If you have questions about bottled water, please contact the FDA at: 1-888-INFO-FDA (1-888-463-6332).

Individuals who are concerned about PFAS in their water may wish to consider in-home water treatment filters that are certified to lower PFAS levels in water. Learn more about these filters:

<https://www.epa.gov/system/files/documents/2024-04/water-filter-fact-sheet.pdf>.

### **How much of my exposure to PFAS is through drinking water?**

PFAS in drinking water can be a significant portion a person's total PFAS exposure in places where there is PFAS drinking water contamination.

Exactly how much of a person's exposure comes from drinking water depends on a range of variables, including the levels of PFAS present in their drinking water, as well as other environmental factors like proximity to industrial sites that may release PFAS into the air or soil. The types of products people use in their daily lives that may contain PFAS, include nonstick cookware, waterproof clothing, stain-resistant fabrics, and certain water- or sweat-resistant cosmetics. Some people may also have higher levels of exposure through their work, like fire-fighters who may use fire-fighting foam that contains PFAS. All of these factors make it difficult to determine exactly how much of a person's exposure comes through any single source.

People can be exposed to many different PFAS at the same time, which can magnify these health risks. Reducing your exposure to PFAS lowers your risk for these health problems.

### **Should I use a filter to reduce levels of PFAS in my water?**

The more you reduce your exposure to PFAS, the more you reduce your risk. Many water pitcher filters and other home-based water filters are able to reduce the levels of PFAS in drinking water. If you decide to use a filter, look for ones that are certified to reduce PFAS. Be aware that current filters on the market will not yet be certified to reduce PFAS to the new EPA standard, but the added filtration they provide can help reduce your exposure. For more information: <https://www.epa.gov/system/files/documents/2024-04/water-filter-fact-sheet.pdf>.

### **How were the enforceable limits for PFAS set?**

The Safe Drinking Water Act requires EPA to set goals, known as Maximum Contaminant Level Goals, or MCLGs, based only on health data and the potential impacts to public. MCLGs are not regulatory levels and are not enforceable. EPA then sets the enforceable Maximum Contaminant Level, or MCL, as the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. The MCLs, which are used for compliance determination, are set at specific concentrations that laboratories nationwide can measure with high certainty.

Also, PFAS can often be found together and in varying combinations as mixtures. Decades of research shows mixtures of different chemicals can have additive health effects, even if the individual chemicals are each present at lower levels. With this rule, EPA has set limits for these chemicals individually and as mixtures. For more information about the Hazard Index, see our fact sheet [here](#).

## **My state has had a PFAS regulation for a few years, but it's higher than EPA's new standard. Why is EPA's standard different?**

Over the last several years, states like Massachusetts, Michigan, New Jersey, Pennsylvania, New York, and many others have been setting limits, working with water systems to conduct monitoring, and helping water systems to take necessary steps to come into compliance with the state regulations.

EPA is taking a signature step to protect public health by establishing nationwide limits for several PFAS known to occur individually and/or as a mixture in drinking water. This rule is informed by the work of states and considers feedback from state regulators on effective implementation. It also is the result of reviewing extensive research and science on how PFAS affects public health, engaging with the water sector, and considering 120,000 comments on the proposed rule from a wide variety of stakeholders.

Over the next two years, states will have to adopt requirements and apply for approval (known as primacy) to oversee implementation of these regulations. States must ensure that their regulations are no less stringent than the regulations promulgated by the EPA. EPA will provide guidance to support states, territories, and Tribes on applying for primacy. More information on primacy responsibilities under the Safe Drinking Water Act can be found at [here](#).

## **What should I do if I am concerned about PFAS in my drinking water?**

If you are concerned about PFAS in your drinking water, EPA recommends contacting your local water utility to find out more about your drinking water, including what contaminants may be present, if they are monitoring for PFAS, what the levels are, and to see whether any actions are being taken. Some public drinking water systems may not have this information at this time. If you choose to test your water yourself, it is important to use a state-certified laboratory using EPA-developed testing methods.

You can also contact your state environmental protection agency or health department and your local water utility to find out what actions they recommend.

If you remain concerned about PFAS in your drinking water, you may consider installing in-home water treatment (e.g., filters) that are certified to lower the levels of PFAS in your water. Learn about certified in-home water treatment filters.

## **What if I am concerned about PFAS and I use my own well?**

The quality and safety of drinking water from wells that service fewer than 25 persons, such as most household wells, are not regulated by the Federal Government under the Safe Drinking Water Act nor by many state governments and laws. To ensure that safe drinking water is provided to their households, EPA recommends that you test your household well annually for total coliform bacteria, nitrates, total dissolved solids, and pH levels. If you choose to test your water yourself, it is important to use a state-certified laboratory using EPA-developed testing methods. You can also:

- Contact your state environmental or health agency for detailed advice or to obtain a list of state-certified laboratories using EPA-developed testing methods in drinking water. The National Environmental Laboratory Accreditation Management System website may also be helpful in finding a laboratory to test for PFAS.
  - If you remain concerned about the level of PFAS in your drinking water:
    - Contact your state environmental protection agency or health department and your local water utility to find out what actions they recommend.



- If possible, consider using an alternate water source for drinking, preparing food, cooking, brushing teeth, preparing baby formula, and any other activity when your family might swallow water.
- Consider installing an in-home water treatment (e.g., filters) that are certified to lower the levels of PFAS in your water. Learn about certified in-home water treatment filters.

### **What is EPA doing to help household well owners?**

Private well owners are responsible for assuring safe drinking water for their households. The quality and safety of drinking water from private domestic wells are not regulated by the federal government under the Safe Drinking Water Act nor by most state governments and laws.

With this announcement of the rule, EPA is also announcing nearly \$1 billion for states and territories, through the Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) Grant Program, which can be used for initial testing and treatment at both public water systems and to help owners of household wells address PFAS contamination. Learn more using link 3 below.

EPA is updating the EC-SDC and the Small, Underserved, and Disadvantaged Communities (SUDC) grant programs (see links 2&3 below) so that states can further assist household well owners to address drinking water contaminants.

In addition, EPA is providing training and technical assistance (T&TA, link 1) to owners and managers of private drinking water wells and the technical assistance providers that serve private well owners and/or are charged with protecting public health. Under this grant, the TA provider can provide test kits to test for emerging contaminants, such as PFAS, and provide follow-up technical assistance to household well owners who receive results indicating contamination.

For more on these grants visit:

1. [Training and technical assistance](#)
2. [Emerging Contaminants in Small or Disadvantaged Communities Grant Program](#)
3. [Small, Underserved, or Disadvantaged Communities Grant Program](#)

### **What does a part per trillion look like? How much is that?**

Parts per trillion is a unit of measure. It is a very tiny amount. For example, one part per trillion in time, is the equivalent of one second out of nearly 32,000 years.

### **What's a Hazard Index? How much PFAS are in the water with an Index of 1?**

The Hazard Index is a long-established approach that the EPA regularly uses, for example in the Superfund program, to understand health risk from exposure to chemical mixtures. The EPA's Hazard Index Maximum Contaminant Level (MCL) applies to any mixture containing two or more of PFNA, PFHxS, PFBS, and GenX Chemicals.

The Hazard Index is made up of a sum of fractions. Each fraction compares the level of each PFAS measured in the water to the highest level below which there is no risk of health effects. For more on how to calculate the Hazard Index, see: [https://www.epa.gov/system/files/documents/2024-04/pfas-npdwr\\_fact-sheet\\_hazard-index\\_4.8.24.pdf](https://www.epa.gov/system/files/documents/2024-04/pfas-npdwr_fact-sheet_hazard-index_4.8.24.pdf).

## **If systems have five years to comply with the rule, what should I do until then if I'm concerned about PFAS in my water?**

EPA understands that the PFAS final rule will require some public water systems to make significant investments and that it will take time for them to plan and construct the treatment systems or take other actions they need to comply. That's why the rule allows systems the flexibility and time to determine the best solutions for their community.

EPA also understands that people may be concerned about the PFAS in their drinking water today. If you are concerned about PFAS in your drinking water, EPA recommends contacting your local water utility. Your utility can tell you more about your drinking water, including what contaminants may be present, if they are monitoring for PFAS, what the levels are, and to see whether any actions are being taken. Some public drinking water systems may not have this information at this time. If you choose to test your water yourself, it is important to use a state-certified laboratory using EPA-developed testing methods. You can also contact your state environmental protection agency or health department and your local water utility to find out what actions they recommend. If you remain concerned about PFAS in your drinking water, you may consider installing in-home water treatment (e.g., filters) that are certified to lower the levels of PFAS in your water. For more information: <https://www.epa.gov/system/files/documents/2024-04/water-filter-fact-sheet.pdf>.

**PREPARED BY**

**Kaylan Lennick**

My Backyard Sports Houston

(214) 218-9862

houston@mybackyardsports.com

28902 Endeavor River Rd Katy, TX 77494

**PREPARED FOR**

**Dennis Eby**

MUD 286

(713) 957-0788

dennis@ebyengineers.com

11400 Cypresswood Dr, Spring, TX 77388, USA

**ESTIMATE/PROPOSAL (DEFAULT) DETAILS**

**11400 Cypresswood Dr, Spring, TX 77388, USA**

Hello Dennis,

I hope all is well.

Below you will find an estimate/proposal for the scope of work to be performed. Should you wish to move forward, kindly sign below and we will send you an invoice for the initial deposit down payment and to reserve your place on our schedule.

We look forward to working with you and delivering a great sports experience for your community.

Thank you very much.

My Backyard Sports Houston

**PROJECT SCOPE:**

60'x30'=1,800 SF Community pickleball court project.

**DESCRIPTION**

**TOTAL**

Construction - Court Build Cost/Price  
 60x30=1,800 SF concrete slab for pickleball court build.

\$24,000.00

Dig out 6" dirt/remove and haul away, add stabilized subgrade & compact-6" slab must be below or at garden level.

Add moisture barrier (6mill).

No.4 rebar every 16 inches and tie rebar. Place chairs/dobbles.

Lay 3500 psi mix. 6" slab.

Medium broom finish.

1% slope.

Ground sleeves for net and center anchor installed during pour.

1" expansion joint filled with a polyurethane sealant.

Saw cuts 24 hours after pour.

Court Painting - 2 Coats, 2 Colors  
 60'x30'=1,800 SF Pickleball court full sport paint system.

\$4,500.00

1. Acid etch new concrete.
2. Adhesion promoter.
3. Resurfacer.
4. Two top coats of acrylic sport paint infused with sand. (Picklemaster). Quote based on two colors.
5. Striping for pickleball in textured white.

All SportMaster products used.

Paint designed for concrete with a vapor barrier installed and medium broom finish.

PREMIER™ RD-36 HEAVY DUTY DOUGLAS PICKLEBALL POSTS -3" O.D. round heavy-duty 11-gauge steel -Baked-on polyester powder coat finish. -Choose from a black or green finish. -Integrated welded steel lacing rods. -Internal wind self-locking gear mechanism. -Post caps are made of cast aluminum alloy. -Chrome-plated gear plate cover. -Removable handle for safety and convenience. -Sold per pair.	\$689.00
GALVANIZED STEEL GROUND SLEEVES 24" LONG FOR 3" OD POSTS Sold per pair with center anchor. Installed during pour.	\$142.00
JTN-30 3.0 MM DOUGLAS PICKLEBALL NET & CENTER STRAP	\$149.00
Construction - Sidewalk addition 85'x4'=340SF sidewalk.	\$4,400.00
Sod removal, grading to 1/4" slope. 4" thick concrete with expansion joint every 30-45' and medlum broom finish.	
Payment Bond	\$2,200.00
	<b>SUBTOTAL \$36,080.00</b>
	<b>TAX \$0.00</b>
	<b>TOTAL \$36,080.00</b>

PAYMENTS STARTING FROM **\$358/month** on  **Acorn** [Learn More →](#)

## Terms and Conditions

Thank you for being an MBS customer!!

### Payment Terms

All product orders require payment at the time of order so your items can be procured for you. A deposit for the cost of the hoop or 50% deposit on non hoop purchase services is due to reserve your place on our installation and/or painting schedules.

### Scheduling

Exact scheduling is contingent upon weather conditions in your area (rain, dampness, and heat) to ensure the best results.

### Hoop Installation

If underground tree stumps or boulders are in the way of digging and we are unable to easily remove - we will either need to bring in additional heavy equipment at an additional charge or refer to boulder or tree stump specialist.

### Painting

Painting on concrete will vary based on the condition and quality of the concrete surface. Seal Coating will impact the quality of the paint job - although MBS will take extra steps to optimize the result. Customer must inform of us this before we arrive onsite. Minimal streaking from squeegee application is normal and approved by ASBA.

### Logo Copyright / Trademarks

The customer confirms that they have the copyright / trademark authorization to utilize any requested logos.

### Change Orders

Change Orders must be approved via a new/updated invoice or in writing via the customer in email and or text.

### Returns/Fees

Any product returns will incur shipping costs back to the manufacturer as well as the manufacturer's restocking fee. Additionally, all returns will incur a 6% credit card processing fee if applicable.

**Mobilization Fee**

The following will incur an additional \$200 service charge:

- Appointments cancelled within 24 hours notice
- A court area with parked cars or items that can't be moved
- Wet surfaces from sprinklers preventing our service
- If sprinkler / audio / pet fence lines and oil tanks are in the area that was selected for digging and was originally marked as clear and not communicated before MBS arrival. Note 811 - can only identify utility lines.

**Thank you**

We look forward to delivering a great sports experience to you, your family and / or community. #welovewhatwedo

**The above specifications, costs, and terms are hereby accepted.**

CUSTOMER'S SIGNATURE

DATE

# Eby Engineers, Inc.

ENGINEERING REPORT  
HARRIS COUNTY MUD 286

BOARD MEETING  
4-Nov-24

## CONSTRUCTION CONTRACTS

Project	Contractor	% Complete	Comments
1) Pickleball Court	My Backyard Playground	0.00%	Executing contracts at meeting.

## DESIGN PROJECTS

Project	Designer	% Complete	Comments
1) GIS Setup	RG Miller	95.00%	Making revisions to GIS,

## MISCELLANEOUS ITEMS

Item	Status
1) Inspection of Flare	See attached invoice and report for October.
2) District Overall Utility Maps	Nothing new.
3) Misc Park/Trail Items	<p><b>Contractors Invoices:</b> See invoice from Brian Gardens</p> <p><b>Contractors Proposals:</b> See Sign quick proposal See Brian Gardens proposal.</p> <p><b>Misc:</b></p>
4) Park Monthly Inspection	Nothing new
5) Capital Projects	To update CIP.
6) TCH	Nothing new
7) CCI-CCM3	Easement needs recorded.
8) Centre at Cypress Creek	Nothing new
9) Lone Star	Nothing new.
10) Mexcor	Will meet once more with Mexcor
11) Noble Energy	Nothing new
12) Chasewood	Waiting plans for development
13) Security Cameras	Nothing new
14) STP	Nothing new.
15) Water Plant No. 1	Nothing new.
16) CCI Building 8 and 9 Segregation	Developer ramping up project again.
17) Sanitary Sewer Televising	Nothing new.
18) Copper and Lead Testing	Operator submitted Lead and Copper to TCEQ

## ATTACHMENTS

Invoices

Patriot for October  
Brian Gardens for trees in median

Proposals

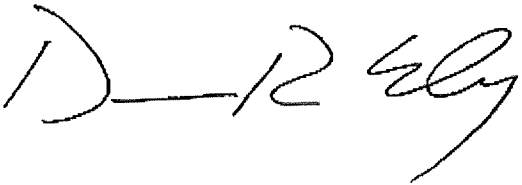
Revised Brian Garden Estimate for trees  
Proposal for mulching around trees at park  
Signquick proposal for sign at park

Other

**Patriot Productions & Rental Services**

PO BOX 2211  
Johnson City, TX 78636 US  
rex@patriotpetro.com

**APPROVED**



**INVOICE**

**BILL TO**  
MUD 286  
c/o Eby Engineers  
1814 De Milo Dr  
Houston, TX 77018 USA

**SHIP TO**  
MUD 286  
Well Location  
USA

**INVOICE #** G000585  
**DATE** 10/25/2024  
**DUE DATE** 10/25/2024  
**TERMS** Due on receipt

**TRACKING NO.**  
OCTOBER INVOICE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Field Service	Service to inspect flare stack and ancillary equipment as per attached report	1	1,390.00	1,390.00

Please Remit to:  
Patriot Production & Rental Services, LLC  
18107 N Eldridge Pkwy  
Unit 160  
Tomball, TX 77377

SUBTOTAL	1,390.00
TAX	0.00
TOTAL	1,390.00
BALANCE DUE	<b>\$1,390.00</b>

**Patriot Production & Rental Services, LLC**

18107 N Eldridge Pkwy  
 Unit 160  
 Tomball, Texas 77377

*Greg Kelley*  
 713 553 9378  
 greg@patriotpetro.com

**Harris County Mud District #286**

Water Plant #1 Monthly Checklist

**October 2024**

DESCRIPTION	DATE	COMMENTS
Confirm Operation of Flare	10/23	Bypass Kimray valve to send gas to flare and make sure flare ignites and burns off gas.
Confirm Flare Stack Pilot is operating	10/23	
Record pressure on Kimray Valve	175psi	
Test Kimray Valve opening pressure	195psi	
Record Gas Pressure at Wellhead	175psi	
Verify Flare Stack is drained of Water	10/23	
Verify Valves are properly aligned	10/23	
Test Gas Detectors and record %		Test w/Tester Bi-Annually & Randomly
Gas Detector      %O2      % Gas		
<u>  1  </u> <u>    </u> <u>    </u>		Well Area Right Front
<u>  2  </u> <u>    </u> <u>    </u>		Well Area Right Rear
<u>  3  </u> <u>    </u> <u>    </u>		Well Area Left Rear
<u>  4  </u> <u>    </u> <u>    </u>		Well Area Left Front
<u>  5  </u> <u>    </u> <u>    </u>		Top of Tank 2 Right
<u>  6  </u> <u>    </u> <u>    </u>		Top of Tank 2 Left
<u>  7  </u> <u>    </u> <u>  46  </u>		Top of Tank 1 Right
<u>  8  </u> <u>    </u> <u>  49  </u>		Top of Tank 1 Left
Calibrate Gauges & Transmitters	N/A	
Safety Signs Posted	10/23	





Brian  
Gardens  
Landscape  
Design &  
Irrigation, Inc.

# Invoice

Date	Invoice #
10/25/2024	29640

<b>Customer</b>
Eby Engineers, Inc 2180 N Loop W Suite 100 Houston, TX 77018

<b>Job Location</b>
MUD 286 Lakewood Crossing Park 11502 Cypresswood Houston, TX. 77070

**APPROVED**

*D-R Eby*

W.O. #	Terms	Due Date
11727-95609		10/25/2024

Quantity	Description	Rate	Amount
	Cypresswood Island Rehab		
1	Auger tool Equipment rental	350.95	350.95
6	30 gallon Crape Myrtle "Tuscarora"	435.00	2,610.00T
3	65 gal Live Oak	875.00	2,625.00T
1	Labor to remove unnecessary tree stakes along esplanades, raise canopy on all existing trees, remove suckers and unwanted growth from existing trees, install new trees, install new stakes, fertilize trees, clean jobsite of all associated debris	2,559.20	2,559.20T
1	Microlife Ultimate - Organic Slow Release Fertilizer	115.00	115.00T
9	Tree Stake Kit	50.34	453.06T
1	zone irrigation addition - material to include add-a-zone wiring kit, 1 1.5" valve, 9 bubblers, 160' lateral lines and fittings.	478.34	478.34T
1	Zone irrigation addition - non-taxable labor to install 1 additional irrigation bubbler zone to existing system.	400.00	400.00
	Finished 10/24/2024		
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$9,591.55
		<b>Credits</b>	\$0.00
<b>We appreciate your business!</b>		<b>Balance</b>	\$9,591.55

18311 Camellia St  
Cypress, TX 77429  
tel #281-255-9292 fax # 832-717-4969



Brian  
Gardens  
Landscape  
Design &  
Irrigation, Inc.  
Irrigation, Inc.

18311 Camellia St Cypress, TX 77429,  
tel. 281-255-9292

# Estimate

Date	Estimate #
10/29/2024	16416

Name / Address
Eby Engineers, Inc 2180 N Loop W Suite 100 Houston, TX 77018  713-957-0788 office

Job Location		
P.O. No.	Foreman	Rep
		BB

Qty	Description	Rate	Total
25	Mulch for Esplanades and Park Entry Beds - 2024	54.07	1,351.75T
1	Yard(s) of Blended Hardwood Mulch	1,279.80	1,279.80T
1	Landscape labor to redefine bed edges around 49 esplanade trees and install mulch to 49 trees on esplanades and in entry beds to park area		

	<b>Subtotal</b>	\$2,631.55
	<b>Sales Tax (0.0%)</b>	\$0.00
<p>All prices are guaranteed for 30 days from the date of Estimate. Brian Gardens is not responsible for any damage to underground utility service lines. A 50 % deposit is required prior to the start date on all approved estimates. The above prices and specifications are satisfactory and hereby accepted.</p> <p>Approval _____</p>	<b>Total</b>	<b>\$2,631.55</b>



Brian  
Gardens  
Landscape  
Design &  
Irrigation, Inc.  
Irrigation, Inc.

18311 Camellia St Cypress, TX 77429,  
tel. 281-255-9292

## Estimate

Date	Estimate #
10/29/2024	16413

Name / Address
Eby Engineers, Inc 2180 N Loop W Suite 100 Houston, TX 77018
713-957-0788 office

Job Location		
P.O. No.	Foreman	Rep
		BB

Qty	Description	Rate	Total
	Additional Trees - 2024		
2	65 gallon Live Oak	875.00	1,750.00T
5	30 gallon Crape Myrtle "Tuscarora" (3 new and 2 replacements)	435.00	2,175.00T
2	Yard(s) of Planting Mix	54.07	108.14T
2	Yard(s) of Blended Hardwood Mulch	54.07	108.14T
7	Tree Stake Kit	39.34	275.38T
1	Landscaping labor to install 8 new trees along Cypresswood median, create mulch rings around new trees, and stake new trees. Haul away all associated debris.	1,599.00	1,599.00T
1	Non-taxable irrigation labor to relocate existing bubblers to new tree locations **material for irrigation relocation will be billed at cost plus	479.85	479.85

<b>Subtotal</b>	\$6,495.51
-----------------	------------

<b>Sales Tax (0.0%)</b>	\$0.00
-------------------------	--------

<b>Total</b>	<b>\$6,495.51</b>
--------------	-------------------

All prices are guaranteed for 30 days from the date of Estimate. Brian Gardens is not responsible for any damage to underground utility service lines. A 50 % deposit is required prior to the start date on all approved estimates. The above prices and specifications are satisfactory and hereby accepted.

Approval \_\_\_\_\_

Signquick  
 1426 Atlantis Drive Webster, TX 77598  
 info@signquick.com  
 (281) 474-1313



Tax ID: 20-1799599  
 www.signquick.com

*Dennis Eby*

# Invoice 66683

12"x18" Welcome Child Play Area 5to12 Sign (x1) &  
 2to 5 sign (x1)

EP INFO  
 emann  
 emann@signquick.com  
 (281) 474-1313  
 QT#  
 20558

INVOICE  
 DATE  
 11/04/  
 2024  
 INV.DUE  
 DATE  
 12/04/  
 2024

TERMS  
 Net 30  
 Days

ORDERED BY  
 Harris County MUD 286  
 PO Box 11890  
 Spring, TX 77391-1890

CONTACT INFO  
 Dennis Eby  
 dennis@ebyengineers.com  
 (713) 957-0788

QTY	UNIT	UNIT PRICE	TOTAL PRICE	TAX	TERMS
1	Aluminum - .080 12"w x 18"h White .080 aluminum sign with 1.5" radius corners and 2 holes centered to mount on poles.  WELCOME This play area is designed for children 5 to 12 years of age with adult supervision recommended  Please Play Safely  & Another with 2 to 5	2 Each \$57.50	\$115.00		N
2	Clip Art Fee Download clip art fee  Clip art for <ul style="list-style-type: none"> <li>children group graphic</li> <li>girl with book graphic</li> </ul>	2 Each \$10.00	\$20.00		N
3	UPS Shipping UPS Tracking#  Shipping address:  Dennis Eby 1814 De Milo Houston, TX. 77018 (713) 957-0788	1 Each \$18.00	\$18.00		N

If your account has a balance, and you do not have a pre-existing credit account, i.e. Net30/Net10, with us then your balance will be due upon pick up, delivery and/or installation. If payment was not made prior to order completion, payment can be made online with a credit card by clicking this link: <https://www.signquick.com/pay-online/>

NET 30: Invoices are considered delinquent thirty (30) days from the date that your order is completed.

You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees.

Subtotal:	\$153.00
Sales Tax (0%):	\$0.00
<b>Total:</b>	<b>\$153.00</b>

**SIGNATURE:**

**DATE:**

RESOLUTION REGARDING REVIEW OF  
ORDER ESTABLISHING POLICY FOR INVESTMENT  
OF DISTRICT FUNDS AND APPOINTING INVESTMENT OFFICER

WHEREAS, Harris County Municipal Utility District No. 286 ("District") adopted its Order Establishing Policy For Investment of District Funds and Appointing Investment Officer, dated December 4, 2017 ("Order") pursuant to Chapter 2256, Texas Government Code, and Section 49.199, Texas Water Code; and

WHEREAS, Chapter 2256, Texas Government Code, requires the District to perform an annual review of its investment policy and investment strategies included within the Order; and

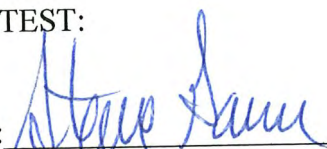
WHEREAS, the District has, on the date hereof, performed said review;


NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of Harris County Municipal Utility District No. 286 that the policies, procedures, provisions and investment strategies set forth in the Order are hereby affirmed and the Order shall remain in effect until amended by further Order of the District.

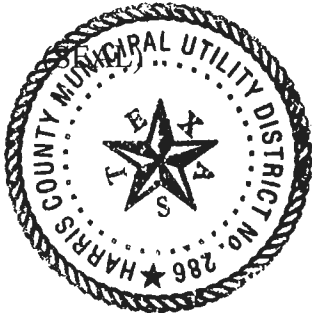
PASSED AND ADOPTED ON THIS 4th day of November, 2024.

HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 286

ATTEST:

By:   
Secretary  
Board of Directors

By:   
President  
Board of Directors



ORDER ESTABLISHING POLICY FOR  
INVESTMENT OF DISTRICT FUNDS  
AND APPOINTING INVESTMENT OFFICER

WHEREAS, HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 286 (the "District") is a body politic and corporate and a governmental agency of the State of Texas, operating under and governed by the provisions of Chapters 49 and 54 of the Texas Water Code, as amended, and Section 59 of Article XVI of the Texas Constitution; and

WHEREAS, Chapter 2256, Texas Government Code (sometimes referred to herein as the "Public Funds Investment Act"), and Section 49.199, Texas Water Code, require that the Board of Directors of the District adopt rules, regulations and policies governing the investment of District funds and designate one or more of its officers or employees to be responsible for the investment of such funds.

NOW, THEREFORE, IT IS ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 286 THAT the policies, procedures and provisions set forth herein be and are hereby ADOPTED, and that any order, and every amendment thereto, heretofore adopted by the Board of Directors establishing policies for the investment of District funds and appointing an investment officer shall be and are hereby revoked and superseded effective as of December 4, 2017, the effective date of this Order.

Section 1. Purpose. The purpose of this Order Establishing Policy for Investment of District Funds and Appointing Investment Officer (the "Investment Policy") is to adopt rules and regulations which set forth the District's policies with regard to the investment and security of District funds or funds under the District's control. It is further the purpose of this Investment Policy to ensure that purchases and sales of District investments are initiated by authorized individuals, conform to investment objectives and regulations, and are properly documented and approved, and to provide for the periodic review of District investments to evaluate investment performance and security, all as required by applicable law.

Section 2. Appointment of Investment Officer; Standard of Care. Claudia Redden of Claudia Redden & Associates, L.L.C., the District's bookkeeper, shall be and is hereby designated the Investment Officer of the District, responsible for the supervision of investment of District funds pursuant to this Investment Policy. In the administration of her duties hereunder, the District's Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived; however, the District's Board of Directors shall retain ultimate responsibility as fiduciaries of the District's assets. The District's Board of Directors, Tax Assessor-Collector, Financial Advisor and other consultants shall be authorized to assist the Investment Officer in the carrying out of the duties of Investment Officer.

Section 3. Appointment of Investment Officer and Tax Assessor-Collector for Investment of District Funds. Pursuant to Section 49.157(b), Texas Water Code, the Board of Directors hereby designates the District's Investment Officer as the authorized representative of the District to (a) invest and reinvest the funds of the District; (b) withdraw District funds from appropriate accounts of the District for the investment of same in accordance with the terms of this Investment

Policy; and (c) arrange for adequate security for uninsured deposits or funds of the District pursuant to and in compliance with a Public Funds Depositor Collateral Security Agreement which shall be substantially in the form attached hereto as Exhibit "B", and to execute said Agreement(s) and any documentation required in connection therewith on behalf of the District. To the extent that the District's Tax Assessor-Collector is required to perform any of the functions set forth in (a), (b) or (c) above, the Tax Assessor-Collector shall do so in accordance with the provisions of the Public Funds Investment Act and this Investment Policy, and under the supervision of and in consultation with the District's Investment Officer.

Section 4. Authority and Duties of Investment Officer. The following rules shall apply to the District's Investment Officer:

A. The Board of Directors hereby instructs the Investment Officer for the District to maintain the investments of the District in a manner consistent with the rules and regulations set forth in this Investment Policy and the Public Funds Investment Act, as amended.

B. No persons, other than those designated in Section 3 above, may deposit, invest, transfer, withdraw or otherwise manage District funds without express written authority of the District's Board of Directors.

C. The Investment Officer for the District shall invest and reinvest District funds only in those investments authorized under this Investment Policy or by the Board, and only in the name of and solely for the account of "Harris County Municipal Utility District No. 286." The Investment Officer for the District shall be authorized to wire transfer funds of the District only (1) for the purchase of investments solely in the name of "Harris County Municipal Utility District No. 286," (2) for the transfer of all or any portion of the principal or interest earnings or profits or gains on any investment of the District to one or more previously authorized and established accounts of "Harris County Municipal Utility District No. 286," (3) for the transfer of District funds to any paying agent of the District for the payment of principal and semiannual interest payments on any outstanding bonds of the District and for the payment of paying agent fees relative to same, or (4) for other purposes, such as the payment of District bills, pursuant to a resolution or other express written instructions of the District's Board of Directors.

D. The Investment Officer for the District shall, not later than the first anniversary of the date the Investment Officer takes office or assumes such duties, attend a training session of at least six (6) hours of instruction relating to the Investment Officer's responsibilities under the Public Funds Investment Act, as amended, from an independent source approved by the Board of Directors of the District or the Board's Investment Committee, and thereafter shall attend at least four (4) hours of additional investment training within each two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date. Such investment training must include education in investment controls, security risks, diversification of investment portfolio, strategy risks, market risks, and compliance with the provisions of the Public Funds Investment Act, as amended.



E. Not less frequently than each fiscal quarter, the District's Investment Officer, shall prepare and submit to the Board of Directors of the District a written report of investment transactions for all invested funds of the District for the preceding reporting period. Such report must (1) describe in detail the investment position of the District on the date of the report; (2) be prepared by the Investment Officer for the District; (3) be signed by the Investment Officer of the District; (4) contain a summary statement of each pooled fund group, if any has been created by the District, that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period; (5) state the book value and market value of each separately invested asset of the District at the end of the reporting period by the type of asset and fund type invested; (6) state the maturity date of each separately invested asset that has a maturity date; (7) state the current rating assigned to each investment, investment vehicle, or investment security by a nationally recognized investment rating firm, nationally recognized credit rating agency or nationally recognized rating service, as appropriate; (8) state the account or fund or pooled group fund, if the District has any, for which each individual investment was acquired; and (9) state the compliance of the District's investment portfolio as it relates to the investment strategy for each account of the District as set forth in this Investment Policy and relevant provisions of the Public Funds Investment Act, as amended. Such report must be presented to the Board of Directors of the District within a reasonable period of time after the end of each fiscal quarter. If the District invests in other than (i) money market mutual funds, (ii) investment pools, or (iii) accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, all of the type authorized under Section 6 of this Investment Policy, the reports prepared under this Section 4.E. shall be formally reviewed at least annually by an independent auditor, and the result of such review shall be reported to the District's Board of Directors by that auditor.

F. In the event an investment or investment vehicle in which the District has placed funds, or the security therefor, is required to maintain a minimum rating pursuant to the Public Funds Investment Act fails to maintain the minimum required rating, the Investment Officer shall take all prudent measures consistent with this Order to liquidate the investment and reinvest such funds in a conforming investment, if appropriate.

G. In the event District funds are invested or reinvested in Certificates of Deposit, the Investment Officer or Tax Assessor-Collector, as applicable, shall solicit bids from at least two (2) bidders, either orally, in writing, electronically or in any combination of those methods, for each such investment.

H. All purchases of investments, except investments in investment pools or in mutual funds, shall be made on a delivery versus payment basis.

I. Not less frequently than each fiscal quarter, and as close as practicable to the end of such reporting period, the District's Investment Officer, shall determine the market value of each District investment. Such market values shall be included in the written reports submitted to the District's Board of Directors pursuant to Section 4.E hereinabove. The following methods shall be used:

- (1) Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
- (2) Shares in money market mutual funds and investment pools, if any, shall be valued at par plus any accrued but unpaid interest.
- (3) Other investment securities may be valued in any of the following ways:
  - (a) the lower of two bids for such security obtained from qualified securities brokers/dealers with whom the District may engage in investment transactions;
  - (b) the average of the bid and asked prices for such security as published in The Wall Street Journal or The New York Times;
  - (c) the bid price for such security published by any nationally recognized security pricing service; or
  - (d) the market value quoted by the seller of the security.

J. A written copy of the District's Investment Policy must be presented to any business organization offering to engage in an investment transaction with the District. The term "business organization" means an investment pool or investment management firm under contract with the District to invest or manage the District's investment portfolio that has accepted authority granted by the District under the contract to exercise investment discretion in regarding to investing the District's funds. The "qualified representative" of the business organization offering to engage in an investment transaction with the District shall execute a written instrument in a form acceptable to the District substantially to the effect that the business organization has received and reviewed the Investment Policy of the District and acknowledges that such business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and such organization that are not authorized by the District's Investment Policy, except to the extent that such authorization is dependent on an analysis of the makeup of the District's entire investment portfolio or requires an interpretation of subjective investment standards or relates to investment transactions of the District that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.. The District's Investment Officer may not acquire or otherwise obtain any authorized investment described in Section 6 hereof from a business organization that has not delivered to the District the written statement acknowledging receipt of this Investment Policy in a form substantially similar to that attached hereto as Exhibit "A" (the "Certificate of Compliance"). For purposes of this Section 4.I., the "qualified representative" of a business organization offering to engage in an investment transaction with the District means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

(1) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;

(2) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;

(3) for an investment pool, the person authorized to sign the written instrument on behalf of the investment pool by the elected official or board with authority to administer the activities of the investment pool; or

(4) for an investment management firm under contract with the District for the investment and management of its public funds, a person who is an officer or principal of such firm.

K. The Investment Officer for the District shall disclose in writing to the Board of Directors any (i) "personal business relationship" that they may have with a business organization offering to engage in an investment transaction with the District, or (ii) any relationship within the second degree by affinity or consanguinity, as determined by Chapter 573, Texas Government Code, as amended, to any individual seeking to sell an investment to the District. Any written disclosure statement filed with the Board of Directors by the Investment Officer pursuant to this section must also be filed with the Texas Ethics Commission. For purposes of this Section 4.J., the Investment Officer has a "personal business relationship" with a business organization if:

(1) the Investment Officer owns ten percent (10%) or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;

(2) funds received by the Investment Officer from the business organization exceed ten percent (10%) of the Investment Officer's gross income for the previous year; or

(3) the Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for their personal account.

L. Any person, investment management firm, or financial institution offering to contract with or amend an existing contract with the District may be required to file with the Texas Ethics Commission a disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code. Any person, investment management firm, or financial institution offering to contract with or amend an existing contract with the District should review the then current rules adopted by the Texas Ethics Commission to verify compliance.

M. In conjunction with the District's annual financial audit, a compliance audit of management controls on investments and adherence to this Investment Policy must be performed. In connection with said compliance audit, the Board of Directors shall review on an annual basis this Investment Policy and its investment strategies. In connection with said annual review, the District's Board of Directors shall adopt a written resolution stating that it has reviewed this Investment Policy and the investment strategies set forth herein, and shall indicate in said resolution either the continuance of this Investment Policy without amendment or the changes made to the Investment Policy and/or the investment strategies herein.

Section 5. General Investment Principles and Objectives. All investments of District funds or funds under the District's control shall be made in accordance with the following general rules, regulations and policies:

A. Any moneys in any fund of the District or in any fund established by the Board of Directors in connection with the authorization of the District's bonds, including, but not limited to, proceeds from the sale of such bonds, which funds are not required for the payment of obligations due or to become due immediately, shall be invested and reinvested, from time to time, only in the authorized investments specified in Section 6 hereunder; provided, however, that all such investments shall be secured in the manner provided for the security of the funds of municipal utility districts of the State of Texas (The Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended) or in such other manner as may be authorized by law from time to time and otherwise suitable for the District's needs.

B. The policy of the District is to invest District funds only in instruments which further the following investment objectives of the District stated in order of importance: (1) preservation and safety of principal; (2) liquidity; and (3) yield. The District will continuously attempt to diversify its portfolio to reduce risks. The type, conditions and maturity date of District investments shall be consistent with the cash flow needs and operating requirements of the District, as determined from time to time by the Board of Directors, and consistent with the investment strategy for each District account as set forth in Section 7 hereunder; provided, however, that in no event shall the maximum allowable stated maturity of any individual investment owned by the District exceed two (2) years, unless otherwise specifically set forth in this Investment Policy.

C. If invested in certificates of deposits, the District's funds shall be secured, to the extent that such funds are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, by the pledge to the District of certain types of securities, as determined in the sole discretion of the District, which under the laws of the State of Texas may be used to secure the deposits of municipal utility districts, pursuant to and in compliance with a Public Funds Depositor Collateral Security Agreement which shall be substantially in the form attached hereto as Exhibit "B", the terms and conditions of which are incorporated herein by reference (the "Public Funds Depositor Collateral Security Agreement").

D. Securities pledged to the District shall be pledged pursuant to and in compliance with a Public Funds Depositor Collateral Security Agreement to be entered into by and between the District and the institution(s) pledging such securities. Securities pledged to the District shall either be deposited and held in safekeeping at the trust or safekeeping department of a commercial banking institution located in the State of Texas not affiliated with the pledging institution(s) or a federal home loan bank, or shall be held in a restricted securities account, joint safekeeping account or other similar account in a branch of the Federal Reserve Bank pursuant to any and all applicable regulations, operating circulars, bulletins and policies of the Federal Reserve Bank, including the terms and conditions of any applicable forms or agreements, as may exist now or hereafter be enacted, promulgated or issued by the Federal Reserve Bank. The District's Investment Officer and Tax Assessor-Collector shall, within the limits of business practicality and consistent with the Federal Deposit Insurance Corporation Statement of Policy dated March 23, 1993, (or any subsequent applicable Statement of Policy issued by the FDIC) relative to the securing of public funds, ensure that the District's uninsured funds are at all times secured as required by the Public Funds Collateral Act (Chapter 2257, Texas Government Code, as amended) and in the manner set forth in the Public Funds Depositor Collateral Security Agreement. The District's Investment Officer and Tax Assessor-Collector are hereby authorized to execute Public Funds Depositor Collateral Security Agreements and any agreements, documents or forms required by the Federal Reserve Bank on behalf of the District, as and when required, and to approve the substitution of securities pledged to the District as collateral pursuant to and in the manner set forth in any Public Funds Depositor Collateral Security Agreement entered into by the District.

E. The Board of Directors recognizes that, within the framework of the above rules, decisions must be made concerning the type and duration of each investment transaction, and that such decisions are best made by the person responsible for implementing the transaction, based upon the facts and circumstances prevailing at the time. As a guide to making such decisions, it is hereby declared the policy of the Board of Directors that priority should be given to proper security of the District's funds over maximizing the yield on investments. Furthermore, in cases where the rate of return on an investment security offered by competing banking institutions are substantially equivalent, the District's Investment Officer shall give preference to those investments and investment institutions offering the greatest degree of administrative convenience and proximity, flexibility of investment arrangements and/or similar intangible benefits and community goodwill.

F. Except as herein provided, nothing herein shall be deemed or construed to authorize the withdrawal, expenditure or appropriation of funds of the District except by check or draft signed by three (3) members of the Board of Directors, or as otherwise provided by applicable statutes or the resolutions, rules, regulations, policies, orders or proceedings of the Board of Directors. Furthermore, the Board of Directors shall retain sole responsibility for establishing and implementing, from time to time, this Investment Policy, and all investment transactions to be undertaken by the District's Investment Officer pursuant to the Investment Policy shall be subject to the further or more specific directions, instructions, orders, resolutions or actions of the Board of Directors.

Section 6. Authorized Investments. Subject to the requirements of Chapter 2270 of the Texas Government Code, as amended the following categories of investment are authorized for investment of District funds:

A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the federal Home Loan Banks;

B. Direct obligations of the State of Texas or its agencies and instrumentalities;

C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas, or the United States or any of their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

D. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

E. (1) Certificates of deposit that are issued by a depository institution that has its main office or a branch office in the State of Texas that are:

(i) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(ii) secured by obligations of the type described in Section 2256.010(a)(2), Texas Government Code, as amended, or

(iii) secured in accordance with Texas Government Code Chapter 2257 or in any other manner and amount provided by law for deposits of the District pursuant to a Public Funds Depositor Collateral Security Agreement approved and executed by the District; and

(2) Certificates of deposit that are acquired in the manner described in Section 2256.010(b), Texas Government Code, as amended; provided, however, that each investment of District funds in the foregoing shall require specific prior approval by the Board of Directors;

F. Commercial paper with a stated maturity of 270 days or fewer from the date of issuance which meets the requirements set forth in Section 2256.013, Texas Government Code, as amended;

G. No-load money market mutual funds that:

(1) are registered with and regulated by the Securities and Exchange Commission;

(2) provide the District with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and

(3) comply with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

H. Investment pools which meet the requirements set forth in Section 2256.016 and Section 2256.019, Texas Government Code, as amended.

I. Interest-bearing banking deposits that are guaranteed or insured by:

- (1) the Federal Deposit Insurance Corporation or its successor;  
or
- (2) the National Credit Union Share Insurance Fund or its successor.

J. Interest-bearing banking deposits other than those described by Subdivision (I) if:

(1) the funds invested in the banking deposits are invested through:

(i) a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Texas Government Code Section 2256.025; or

(ii) a depository institution with a main office or branch office in this state that the investing entity selects;

(2) the broker or depository institution selected as described by Paragraph (1) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;

(3) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:

(i) the depository institution selected as described by Paragraph (1);

(ii) an entity described by Texas Government Code Section 2257.041(d); or

(iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Section 7. Investment Strategies. District investments shall be made upon the evaluation of the specific investment objectives and strategies of each account of the District, with the primary objective for the selection of any District investment being the understanding of the suitability of such investment to the financial requirements of the District. The District's investment strategy for each of its accounts is as follows:

A. Operating/General Account. The operating/general account is used for all operations and maintenance needs of the District and funds therein shall be invested to meet the operating and cash flow requirements of the District as determined by the District's Board of Directors. The highest priorities for this account are the liquidity and marketability of an investment if the need arises to liquidate the investment before its maturity. Of equal importance is the preservation and safety of the principal of investments in the operating account. When these priorities are met, the yield on investments held in the operating/general account will next be considered.

B. Debt Service/Bond Fund Account. The District's debt service/bond fund account is used to pay the District's debt service on its outstanding bonds. The highest priority for this account is the preservation and safety of principal. Since the District knows the amount of its debt service requirements and when it becomes due, investments for the debt service/bond fund account should be structured to coincide with the amount and timing of the debt service requirements. When the preservation and safety of principal and liquidity considerations for debt service purposes are assured, including the marketability of debt service/bond fund account investments in the event the need arises to liquidate an investment before its maturity, the yield on debt service/bond fund account investments should be considered. Since the amount of District funds in the debt service/bond fund account can be significant, diversification of the debt service/bond fund account investment portfolio may be necessary. The District may easily liquidate investments in an investment pool and therefore such investments may be appropriate in combination with longer term investments in the debt service/bond fund account.

C. Capital Projects/Construction Fund Account. The capital projects/construction fund account is used to pay for capital improvements of the District. The highest priority for this account is the preservation and safety of principal. In the event that funds held in the capital projects/construction fund account are for particular improvement projects that have been previously identified by the District's Board of Directors, the Board will have an idea of the approximate time when disbursements will be required to be made from this account. In this situation, investments in the capital projects/construction fund account should be structured so that they mature or can be liquidated on or about the dates that disbursements are expected to be made. Once the safety of principal and liquidity and marketability of capital projects/construction fund account investments which are to match certain disbursement dates are assured, the yield on such investments may be considered. Since District funds in the capital projects/construction fund account may not be needed for a year or more, longer term instruments should be considered to increase yield. However, if funds available in the District's capital projects/construction fund account are surplus construction funds from prior bond issues or interest earnings on such funds and are not earmarked for specific improvement projects, but rather viewed by the District's Board of Directors as an



emergency reserve fund for major repairs or rehabilitation projects, investments in the capital projects/construction fund account, at least to the extent that they are for emergency reserve purposes, should be kept in relatively short term investments that can be easily marketed and liquidated if necessary, such as investment pools. Alternatively, bond proceeds that may be deposited in the District's capital projects/construction fund account for reimbursement to a developer and which may be in the capital projects/construction fund account for only one or two days, should be kept in the most liquid investment available. Investment diversification for large amounts of District funds that may be deposited into the capital projects/construction fund account for only one or two days may be achieved through the use of an investment pool. Since investment pools are short term in nature, they would normally be used for District funds in this account only if the District knows that it will be dispersing funds in a relative short period of time. However, on some occasions the yield on investment pools is higher than on longer term investments, so their use may be optimal for funds in the capital projects/construction fund account.

Section 8. Miscellaneous.

A. In the event of any conflict or inconsistency between the terms of this Investment Policy and applicable requirements of law, such conflict or inconsistency will be resolved in favor of the more restrictive of this Investment Policy or the applicable requirements of law. In the event of any ambiguity or uncertainty as to the intent and application of any part, section, paragraph or provision hereof, a written request for clarification or approval of a proposed action describing such circumstances shall be submitted to the Board of Directors for a decision as to a proper course of action.

B. The rules, regulations and policies set forth herein shall be and remain in full force and effect unless and until amended, revised, rescinded or repealed by action of the Board of Directors. The District's Board of Directors specifically reserves the right to change, alter or amend any provision of this Investment Policy at any time.

C. The provisions of this Investment Policy are severable, and if any provision or part of this Investment Policy or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Investment Policy and the application of such provision or part of this Investment Policy shall not be affected thereby.

The President or Vice President is authorized to execute and the Secretary or Assistant Secretary to attest this Investment Policy on behalf of the Board and the District.

PASSED AND ADOPTED this the 4th day of December, 2017.

HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 286

ATTEST:

By: *Steve Damm*  
Secretary, Board of Directors

By: *[Signature]*  
President, Board of Directors

(SEAL)

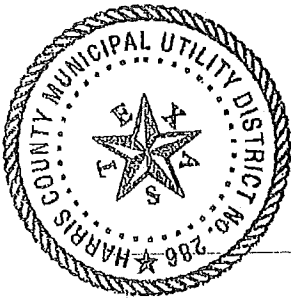


EXHIBIT "A"

CERTIFICATE OF COMPLIANCE FROM SELLERS OF INVESTMENTS  
AS REQUIRED BY THE PUBLIC FUNDS INVESTMENT ACT

To: Harris County Municipal Utility District No. 286 (the "District")

From:

\_\_\_\_\_  
[Name of  
the "qualified  
representative" of the business  
organization offering to engage  
in an investment transaction  
with the District or of the  
District's Investment Manager]

\_\_\_\_\_  
[Title of such person]

of

\_\_\_\_\_ (the "Business Organization")  
[Name of financial institution,  
business organization or  
investment pool]

Date: \_\_\_\_\_, 20\_\_

In accordance with the provisions of the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, I hereby certify that:

1. I am a "qualified representative" of the Business Organization offering to enter into an investment transaction with the District, as applicable, as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the "Seller"), and that Seller meets all requirements under such Act to execute this Certificate.

2. Seller anticipates selling to the District investments that are authorized by the District's Order Establishing Policy for Investment of District Funds and Appointing Investment Officer, dated December 4, 2017 (the "Investment Policy") and the Public Funds Investment Act (collectively, the "Investments").

3. I or a registered investment professional that services the District's account, as applicable, have received and reviewed the District's Investment Policy now in full force and effect. The District has further acknowledged that Seller may rely upon the Investment Policy until the District provides Seller with any amendments to or any newly adopted form of the Investment Policy.

4. Seller has implemented reasonable procedures and controls in an effort to preclude investment transactions between the District and Seller that are not authorized by the Investment Policy, except to the extent that this authorization is dependent upon an analysis of the District's entire portfolio, requires an interpretation of subjective investment standards or relates to

investment transactions of the District that are not made through accounts or other contractual arrangements over which the Business Organization has accepted discretionary investment authority.

5. Seller has reviewed or will review prior to sale, the terms, conditions and characteristics of the investments to be sold to the District and has determined or will determine, prior to sale, that (i) each of the Investments is an authorized investment for local governments under the Public Funds Investment Act and (ii) each of the Investments is an authorized investment under the District's Investment Policy.

6. Seller acknowledges that the District has disclosed and hereby discloses that certain funds within the custody of the District which may be deposited or invested with Seller are by law or under a bond indenture required to be set aside to discharge a debt owed to the holder(s) of the District's outstanding notes and/or bonds. As such, these funds shall be deemed to be a deposit by a trustee of trust funds of which the holder(s) are pro rata beneficiaries in accordance with 12 C.F.R. §330.15(c). Such funds held in trust for the holder(s) of the District's notes and bonds are deposited within the account(s) titled "Bond Fund", "Bond Account", "Debt Service Fund", "Debt Service Account", "Interest and Sinking Fund", "Interest and Sinking Account", or other similar name sufficient to satisfy the requirements of 12 C.F.R. §330.5(b) indicating that such funds are pledged towards the payment of principal and interest on the District's bonds and notes. Seller further acknowledges that the District may be acting in a fiduciary capacity on behalf of certain persons or entities who may, in turn, be acting in a fiduciary capacity for subsequent purchasers and/or holders of the District's outstanding bonds and notes.

7. Seller will continuously maintain an executed copy of this Certificate of Compliance in its "deposit account records" (as defined in 12 C.F.R. §330.1(e)) for so long as Seller holds any funds of or within the custody of the District.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "B"

PUBLIC FUNDS DEPOSITOR  
COLLATERAL SECURITY AGREEMENT

This Public Funds Depositor Collateral Security Agreement (the "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Harris County Municipal Utility District No. 286 (the "Depositor") and \_\_\_\_\_ ("Bank"), and any prior Agreement between Depositor and Bank relative to the subject matter hereof is hereby terminated as of the date first written above.

**RECITALS**

Depositor, through action of its Board of Directors, has designated Bank as a depository for Depositor's funds. Funds on deposit with Bank to the credit of Depositor in excess of federal deposit insurance are required to be secured by eligible security as provided for by the Public Funds Collateral Act, V.T.C.A. Government Code Section 2257.001 et seq. (the "Public Funds Law"). Depositor and Bank understand and acknowledge that the amount of Depositor's uninsured deposits in Bank may vary substantially from time to time; that under the circumstances permitted herein, the Bank may release, add to or substitute for the securities pledged by Bank from time to time to secure such uninsured deposits of Depositor; and that it is the intent of the parties that this Agreement be renewed and extended upon and at the time of each permitted release, addition or substitution of collateral securities and thereafter remain in force and effect for the full term thereof until terminated in the manner set forth herein. In order to perfect Depositor's security interest in eligible securities pledged by Bank from time to time to secure such uninsured deposits, the Board of Directors of the Bank (the "Bank Board") has authorized the undersigned Bank officer to enter into this Agreement on behalf of Bank under the terms of which Bank will either (i) cause

\_\_\_\_\_, a [state or national bank], which has its main office or a branch office in Texas and which has been designated by the State Comptroller as a Texas State Depository to hold the collateral assets in a custody account as bailee for the benefit of Depositor, or (ii) cause the Federal Reserve Bank or a federal home loan bank ("FHLB") to hold the collateral assets in a restricted securities account, joint safekeeping account or other similar account as custodian/bailee for the benefit of Depositor (such \_\_\_\_\_ or the Federal Reserve Bank or FHLB, as the case may be, hereinafter called the "Custodian").

**AGREEMENT**

Now, Therefore, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. Grant of Security Interest. To secure the uninsured deposits maintained by Depositor with Bank from time to time, Bank hereby pledges and grants to Depositor a security interest in its Eligible Securities (as defined in the Public Funds Law) which are held, now or hereafter, by Custodian for the benefit of Depositor in accordance with the terms of this Agreement (the "Collateral"). At all times during the term of this Agreement, the Collateral shall consist solely of the following:

general obligations of the United States of America or its agencies or instrumentalities backed by its full faith and credit;

direct obligations of the State of Texas or Texas State agencies and instrumentalities;

collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States of America, the underlying security for which is guaranteed by an agency or instrumentality of the United States of America;

other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States of America or their respective agencies and instrumentalities;

obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

fixed-rate collateralized mortgage obligations that have an expected weighted average life of 10 years or less and which do not constitute a high-risk mortgage security as defined in the Public Funds Law;

floating-rate collateralized mortgage obligations that do not constitute a high-risk mortgage security as defined in the Public Funds Law; and

letters of credit issued by a federal home loan bank.

Bank shall cause Custodian to accept and hold the Collateral as bailee and/or custodian for Depositor to secure Bank's obligation to repay the deposits.

2. Receipts. The Collateral held by Custodian for the benefit of Depositor, as of the effective date of this Agreement, has been described on Trust Receipts (as defined in the Public Funds Law) issued by Custodian, copies of which Custodian has forwarded to Depositor, and such current Collateral is described on Exhibit "A" attached hereto and made a part hereof for all purposes. With respect to additional or substitute Collateral hereafter delivered by Bank to Custodian to hold for the benefit of Depositor, or any releases of securities previously held as Collateral ("Releases"), as contemplated by this Agreement, Custodian shall issue Trust Receipts or Releases describing such additional or substitute Collateral or released securities and forward copies of same to Depositor or to Bank with instructions that Bank deliver such Trust Receipts or Releases to Depositor immediately. Custodian shall issue and deliver Trust Receipts as soon as practicable on the same business day on which the Collateral is received by Custodian. Such Trust Receipts and Releases which are furnished to Depositor or Bank by Custodian from time to time shall be deemed a part of this Agreement without further action on the part of any party hereto, and this Agreement shall apply to such released, additional or substitute Collateral to the same extent as if it were described on Exhibit "A" attached hereto. If the Custodian is the Federal Reserve Bank, such Trust Receipts or Releases will consist of a written confirmation (the "Advice"). Such Advice shall be subject to the terms and conditions of all applicable regulations,

operating circulars, bulletins and policies of the Federal Reserve Bank, including the terms and conditions of any applicable forms or agreements, as may now exist or hereafter be enacted, promulgated or issued by the Federal Reserve Bank (collectively "Applicable Regulations"). Upon request of Depositor, Custodian shall provide a then-current list of all Collateral pledged by Bank to secure Depositor's funds to update Exhibit "A" to this Agreement. Such list must include the following for all Collateral pledged by Bank: (1) the name of Depositor; (2) the date the Collateral was pledged to secure Depositor's deposits; (3) the Committee on Uniform Security Identification Procedures (CUSIP) number of the Collateral; (4) the face value and maturity date of the Collateral; and (5) the confirmation number on the Trust Receipt issued by Custodian.

3. Required Collateral Value. Bank agrees with Depositor that the total market value of the Collateral securing uninsured deposits maintained by Depositor with Bank will at all times during the term of the Agreement be not less than (i) one hundred ten percent (110%) of the amount of such uninsured deposits, if the determination of the market value of Collateral is calculated less frequently than weekly by Bank, or (ii) one hundred five percent (105%) of the amount of such uninsured deposits if the determination of the market value of Collateral is calculated at least weekly by Bank (the "Required Collateral Value"). To insure that the Required Collateral Value is maintained, Bank will redetermine, on a daily basis, the amount of Depositor's uninsured deposits (taking into account that day's deposits, accrued interest, disbursements and withdrawals) held by Bank and (using the most recently determined market value of the Collateral) promptly add any additional Collateral which may be necessary to maintain the Required Collateral Value by either (i) depositing with Custodian for the purposes of this Agreement any additional Collateral or (ii) if the Custodian is the Federal Reserve Bank, transferring additional Collateral to a restricted securities account, joint safekeeping account or other similar account maintained by the Federal Reserve Bank. **Determination of the market value of Collateral will be calculated periodically as indicated by Bank or the signature page hereof or more frequently on Depositor's request;** provided, however, the foregoing shall not relieve Bank of its obligation to fully collateralize at all times the Depositor's uninsured deposits with Bank. If upon such periodic determination of the Collateral's market value, the Required Collateral Value is not then maintained, Bank will promptly deposit with Custodian for the purposes of this Agreement additional Collateral necessary to maintain the Required Collateral Value.

4. Release of Collateral. Custodian shall not release any part of the Collateral without Depositor's written authorization. Depositor agrees to furnish such authorization promptly upon Bank's request under the circumstances described in Sections 5, 6, or 8 of this Agreement. Depositor's authorization to Custodian to release from the Collateral only designated Eligible Securities shall terminate the security interest granted by Bank in this Agreement only with respect to such designated Eligible Securities. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the release of Collateral.

5. Substitution of Collateral. It is hereby agreed that upon obtaining the prior written consent of the Depositor, which consent shall not be unreasonably withheld, substitutions of the Collateral held hereunder may be made at any time so long as the fair market value of the Eligible Securities being substituted is at least equal to the fair market value of the Eligible Securities being removed. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent

it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the substitution of Collateral.

6. Excess Collateral. At such times as the aggregate market value of the Collateral held by Custodian exceeds the Required Collateral Value, Depositor, upon request by Bank, shall authorize Custodian to permit Bank to release the excess portion of the Collateral. Custodian shall have no further liability to Depositor with respect to those Eligible Securities released upon Depositor's authorization.

7. Additional Collateral. If at any time the aggregate market value of Collateral held by Custodian is less than the Required Collateral Value, Bank shall immediately upon learning of such circumstance, and without further action by Depositor, promptly either (i) deposit with Custodian sufficient additional Eligible Securities of the type specified in Section 1 as may be necessary to cause the aggregate market value of the Collateral to equal the Required Collateral Value, or (ii) transfer additional Eligible Securities of the type specified in Section 1 to the restricted securities account, joint safekeeping account or other similar account maintained by the Federal Reserve Bank as may be necessary to cause the aggregate market value of the Collateral to equal the Required Collateral Value and cause the Federal Reserve Bank to issue a corresponding Advice (and Bank will deposit with the Federal Reserve Bank additional Eligible Securities if and to the extent necessary to fulfill its obligations under this Agreement).

8. Earnings and Payments on Collateral. Bank shall be entitled to the interest income and earnings paid on the Collateral and Custodian may dispose of such interest income and earnings as directed by Bank without approval of Depositor, so long as Depositor has not notified Custodian of Bank's default under this Agreement. Bank shall not be entitled to and Custodian shall not release to Bank any partial or full call of the Collateral without Depositor's prior written authorization as described in Section 4 of this Agreement. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the disposition of interest earnings and principal payments on the Collateral.

9. Default and Remedies. If Bank fails at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit or becomes insolvent or materially breaches its contract with Depositor, a default shall exist under this Agreement and Depositor shall give written notice of such default to Bank, and Bank shall have ten (10) days to cure same. In the event Bank fails to do so, it shall be the duty of Custodian, upon written demand of Depositor, to surrender or transfer the Collateral to Depositor or Depositor's nominee and Bank hereby irrevocably authorizes Custodian to surrender or transfer the Collateral upon the conditions herein specified. Depositor may sell all or any part of such Collateral in a commercially reasonable manner and out of the proceeds of the Collateral may pay Depositor all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency sale. Depositor shall account to Bank for the remainder, if any, of said proceeds or Collateral remaining unsold. Such sale may be either at public or private sale; provided, however, Depositor shall give Bank ten (10) days' written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder for cash. Depositor and Bank shall have the right to bid at such sale. If the Custodian is the Federal Reserve Bank,



this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the Depositor's exercise of remedies against the Collateral.

10. Authorization and Records. The Bank Board has authorized the pledge of Bank assets to collateralize uninsured deposits maintained by Depositor pursuant to resolutions substantially in the form of Annex I attached to the form of Resolution Certificate and Certificate of Incumbency attached hereto as Exhibit "B" (the "Resolution Certificate"), and has authorized the undersigned Bank officer to enter into, execute and deliver to Depositor this Agreement on behalf of Bank and to take all action which may be necessary or appropriate to create and perfect the security interest in the Collateral contemplated hereunder. Bank shall deliver to Depositor a fully executed Resolution Certificate as a condition precedent to the effectiveness of this Agreement and shall advise Depositor immediately of any revocation, amendment or modification thereof. Bank shall maintain this Agreement, its copies of all Trust Receipts, Releases and Advices, and the Resolution Certificate among its official records continuously until such time as this Agreement is terminated and all uninsured deposits of Depositor have been properly and fully paid out. This Agreement may be executed in one or more counterparts, each of which shall be an original.

11. Authorized Representative; Depositor Agreements. The Depositor hereby confirms that it has previously authorized its Investment Officer, Bookkeeper and/or Tax Assessor-Collector to execute this Agreement and any documentation required in connection therewith, including specifically pursuant to the Applicable Regulations and documentation related thereto, and to represent it and act on its behalf in any and all matters of every kind arising under this Agreement. During the term of this Agreement, the Depositor may further designate an additional officer or officers to singly or jointly represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement and, in such event, shall provide written notice thereof to Bank. In the event of any conflict between the provisions of this Agreement and any other agreement between the Depositor and the Bank relating to the deposits, this Agreement will control, unless the conflict is with the Applicable Regulations, in which event the Applicable Regulations will control. Bank and Depositor specifically agree that Depositor's prior approval is required for any par-for-par Collateral substitutions.

12. Custodian as Bailee. Custodian will identify the pledge by Bank to Depositor of the Collateral on the Custodian's books and records and any additional or substitute Collateral and issue to Bank and Depositor Trust Receipts covering the Collateral. Custodian shall issue and deliver such Trust Receipts to Bank and Depositor as soon as practicable on the same business day on which the Collateral is received. Similarly, Custodian will promptly remove from its books and records any securities released from the pledge by Bank in compliance with the terms of this Agreement and issue to Bank and Depositor appropriate Releases identifying the released securities. Custodian acknowledges that it is the bailee of Depositor for purposes of Section 2257.044 of the Public Funds Law, and its custodial capacity is deemed to be set forth on any Trust Receipt delivered to Bank and Depositor, whether such capacity is expressly so noted or not. If the Custodian is the Federal Reserve Bank, this section shall not apply, but Bank acknowledges the provisions of the Applicable Regulations which provide that the Federal Reserve Bank is acting as custodian/bailee; that the Collateral identified on the Advice is subject to the

custodial provisions of the Applicable Regulations; and that the disposition thereof is subject to Depositor's approval.

13. Financial Condition. Bank will provide a statement of its financial position to the Depositor on at least a quarterly basis. Bank will provide to the Depositor an annual statement audited by its outside auditors including a statement by its outside auditors as to its "fair presentation."

14. Amendment, Modification, Renewal. Each permitted release of previously pledged Collateral and each addition to or permitted substitution for Collateral shall be deemed and considered, without further action by Bank or Depositor, as an amendment to Exhibit "A" attached hereto and a contemporaneous renewal and extension of this Agreement for the term hereinafter stated upon the same terms and containing the same provisions as set forth herein, except as the Collateral subject to this Agreement may be modified or amended thereby; provided, however, that any such renewal and extension shall not affect any transaction entered into prior to such renewal and extension until Bank shall have properly and fully paid out all uninsured deposits (including any uninsured time deposits) and Depositor shall have authorized Custodian to redeliver to Bank's sole control all Collateral then in Custodian's possession. Otherwise, this Agreement may not be amended or modified except by mutual written agreement of the parties hereto.

15. Term. Unless sooner terminated as hereinafter provided, the term of this Agreement, and any renewal or extension hereof resulting from any release, addition to or substitution of securities pledged as Collateral hereunder, shall commence on the date of this Agreement, or the date of such release, addition or substitution, and continue for a term of ten (10) years.

16. Termination. Either Depositor, Bank or Custodian may terminate this Agreement prior to the expiration of the term hereof upon thirty (30) days' advance written notice to the other parties or by entering into a new Public Funds Depositor Collateral Security Agreement which is intended to supercede and replace this Agreement; provided, however, that the terms of this Agreement shall continue to apply to all transactions entered into prior to such termination and until Bank shall have properly and fully paid out all uninsured deposits (including any uninsured time deposits) and Depositor shall have authorized Custodian to redeliver to Bank's sole control all Collateral then in Custodian's possession.

17. Custodian Fees. Any and all fees associated with the Custodian's holding of Collateral for the benefit of the Depositor will be paid by Bank and the Depositor will have no liability therefor.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day first above written.

DEPOSITOR:

Harris County Municipal Utility District  
No. 286

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bank hereby agrees that it will periodically determine the market value of Collateral and maintain the corresponding Required Collateral Value throughout the term of this Agreement as indicated below (provided, however, that in the event no indication is made below, the Required Collateral Value for all purposes of this Agreement shall be 110%):

- Less frequent than weekly                      No less than 110%
- Weekly    No less than 105%

BANK:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Custodian, if other than the Federal Reserve Bank, joins in the execution of this Agreement for purposes of Sections 4, 8, 9, 12 and 16, and if the Custodian is the Federal Reserve Bank, such joinder is to be evidenced as set forth in the Applicable Regulations, the Advice and any documentation related thereto.

CUSTODIAN:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"

[Description of Eligible Securities Pledged]

**EXHIBIT "B"**

RESOLUTION CERTIFICATE  
AND CERTIFICATE OF INCUMBENCY

OF \_\_\_\_\_ (BANK)

The undersigned hereby certifies as follows:

1. I am the officer of the Bank holding the title designated on the signature line of this Certificate.
2. Attached hereto as Annex I is a full, true and correct copy of resolutions (the "Resolutions") duly adopted by the [Board of Directors] [Loan Committee] of the Bank in conformity with the Articles of Association and By-laws of the Bank and in accordance with the laws of the State of Texas.
3. The Resolutions have not been amended, modified or rescinded, and are in full force and effect on the date hereof.
4. The Bank is duly organized and existing under the laws of \_\_\_\_\_.
5. All franchise and other taxes required to maintain the Bank's existence have been paid and none of such taxes are delinquent.
6. No proceedings are pending for the forfeiture of the Bank's authority to do business or for its dissolution, voluntarily or involuntarily.
7. The Bank is qualified to do business in each state where the nature of its business requires such qualification.
8. There is no provision in the Articles of Association, By-laws or any other agreement, indenture or contract to which the Bank or its property is subject which limits the

Resolutions, and the Resolutions are in conformity with the provision of the Bank's Articles of Association and By-laws and with proceedings of the Board of Directors.

9. This resolution is made in order to comply with requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended, and 12 U.S.C. 1823(e), and shall constitute a business record of the Bank and shall be continuously maintained in the official business records of Bank.

10. The undersigned officers have been duly elected to the positions set opposite their respective names below and are qualified to act in the present capacities in which they sign for the Bank.

11. The signatures appearing opposite each of the undersigned officers is his or her authentic signature and each of the undersigned holds the office designated for the same.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: [Secretary] [Recording Officer]

ANNEX I  
RESOLUTIONS

RESOLVED, that this Bank shall secure all deposits of Harris County Municipal Utility District No. 286 (the "District") in excess of amounts insured by the Federal Deposit Insurance Corporation ("Excess Funds") on deposit with the Bank at any time in whatever amount; and further

RESOLVED, in regard to the above referenced deposits, that the Chairman of the Board of Directors, President, any Executive Vice President, any Vice President, any Assistant Vice President, or any other officer of the Bank is hereby authorized and directed to execute for and on behalf of the Bank the following documents, it being further agreed that the execution of any of the same prior to the adoption of these resolutions is hereby ratified, confirmed and adopted:

1. A Public Funds Depositor Collateral Security Agreement (the "Collateral Security Agreement") in favor of the District, covering the Collateral described therein;
2. Such other and further documents as may be deemed necessary or desirable by such officer or as required by the District in regard to the securing of the Excess Funds; and further

RESOLVED, that the officers executing any of the above described documents are hereby authorized and empowered to do and perform any and all actions required by the terms and provisions of same to execute the same in the name and on behalf of the Bank, in such number of counterparts as the officer or officers executing the same shall deem necessary or desirable, with such terms, conditions, modifications, changes and provisions as the officer or officers executing the same may approve, the execution of such documents to evidence approval of the terms thereof conclusively; and further

RESOLVED, that any and all instruments executed and delivered on behalf of the Bank in connection with these resolutions by any person purporting to be an officer of the Bank shall be deemed to be the act of the Bank and shall be in all respects binding against the Bank; and further



RESOLVED, that all actions of all officers, agents or other representatives of the Bank taken or performed up to the date hereof in respect to the preparation, execution and delivery of the documents, certificates or other instruments contemplated hereby, and the taking prior to the date hereof of any and all actions otherwise required by the terms and provisions of the above referenced documents, be, and they hereby are, in all respects approved, ratified and confirmed; and further

RESOLVED, that this approval is intended to comply in all respects with the requirements of applicable statutory law relating to insurance of accounts including specifically, but without limitation, the requirements of 12 U.S.C.A. §§ 1821(d)(9)(A) and 1823(e); and further

RESOLVED, that any deposit agreements between Bank and District and/or the Collateral Security Agreement are all intended to be, and shall be deemed to be, official records of the Bank; and further

RESOLVED, that any deposit agreements between Bank and District, the Collateral Security Agreement and these Resolutions shall be continuously maintained in the business records of the Bank.

Harris County Municipal Utility District  
No. 286

Covered Applications and Prohibited  
Technology Policy

Dated: November 4, 2024

**ORDER ESTABLISHING COVERED APPLICATIONS AND PROHIBITED  
TECHNOLOGY POLICY**

WHEREAS, Harris County Municipal Utility District No. 286 (the "District") is a political subdivision of the State of Texas, operating under and governed by the provisions of Chapters 49 and 54 of the Texas Water Code, as amended, and Section 59 of Article XVI of the Texas Constitution; and

WHEREAS, governmental entities as defined by Chapter 620, Texas Government Code, must adopt a covered applications policy governing the prohibition of the use or installation of covered applications on all government owned or leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

NOW, THEREFORE, IT IS ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 286 THAT the policies, procedures and provisions set forth herein be and are hereby ADOPTED, effective as of November 4, 2024, the Effective Date of this Order.

**Section 1. Purpose.** On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety ("DPS") and the Texas Department of Information Resources ("DIR") to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88th Texas Legislature passed Senate Bill 1893, which prohibits the use of covered applications on governmental entity devices.

**Section 2. Scope and Application.** The purpose of this Order Establishing Covered Applications and Prohibited Technology Policy (the "Policy") is to adopt rules and regulations which set forth the District's policies governing the prohibition of the use or installation of covered applications on all government owned or leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices. This Policy applies to all District full-time and part-time employees, contractors, paid or unpaid interns, and other users of District owned networks. All District employees are responsible for complying with this Policy.

**Section 3. Covered Applications on District-Owned or Leased Devices.**

A Covered Application is defined as follows:

- (a) the social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited; and
- (b) a social media application or service specified by proclamation of the Governor under Texas Government Code Section 620.005.

Except where approved exceptions apply, the use or installation of Covered Applications is prohibited on all District-owned or District-leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

The District will identify, track, and manage all District-owned or District-leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. prohibit the installation of a Covered Application;
- b. prohibit the use of a Covered Application;
- c. remove a Covered Application from a District-owned or District-leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.);
- d. remove a Covered Application from a District-owned or District-leased device if the Governor issues a proclamation identifying it as a Covered Application.

The District will manage all District-owned or District-leased mobile devices by implementing the security measures listed below:

- a. restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications;
- b. maintain the ability to remotely wipe non-compliant or compromised mobile devices;
- c. maintain the ability to remotely uninstall unauthorized software from mobile devices;

**Section 4. Ongoing and Emerging Technology Threats.** To provide protection against ongoing and emerging technological threats to the District’s sensitive information and critical infrastructure, the DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to the State of Texas.

The DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to the State of Texas. The Governor may proclaim items on this list as Covered Applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section as a Covered Application, then the District will remove and prohibit the Covered Application. The District may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.

**Section 5. Bring Your Own Device Policy.** If the District has a “Bring Your Own Device” (“BYOD”) program, then the District may consider prohibiting the installation or operation of Covered Applications on employee-owned devices that are used to conduct District business.

**Section 6. Covered Application Exceptions.** The District may permit exceptions authorizing the installation and use of a Covered Application on District-owned or District-leased devices consistent with the authority provided by Texas Government Code, Chapter 620.

Texas Government Code Section 620.004 only allows the District to install and use a Covered Application on an applicable device to the extent necessary for:

- a. providing law enforcement; or
- b. developing or implementing information security measures.

If the District authorizes an exception allowing for the installation and use of a Covered Application, the District must use measures to mitigate the risks posed to the State of Texas during the application's use. The District must document whichever measures it took to mitigate the risks posed to the State of Texas during the use of the Covered Application.

**Section 7. Policy Compliance.** Governmental entities that are subject to Senate Bill 1893 but not subject to the Governor's December 07, 2022, directive may elect not to require employees to complete an annual certification.

The District will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership. An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

**Section 8. Policy Review.** This policy will be reviewed annually and updated as necessary to reflect changes in the law of the State of Texas, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of the District.

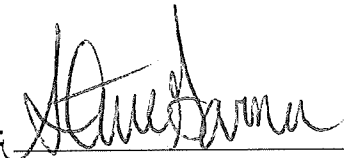
The prohibited technologies list current as of January 23, 2023, can be found in Addendum A.

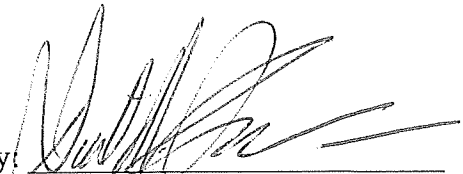
The President or Vice-President is authorized to execute and the Secretary or Assistant Secretary to attest this Covered Applications and Prohibited Technology Policy on behalf of the Board and the District.

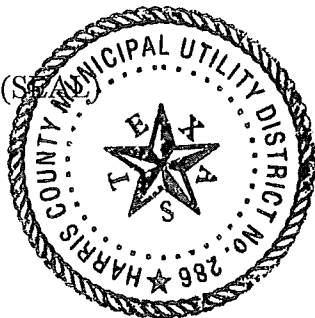
PASSED AND ADOPTED this the 4<sup>th</sup> day of November, 2024

**HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 286**

ATTEST:

By:   
Stephen J. Garner, Secretary

By:   
David Geaslen, President



## ADDENDUM A

The up-to-date list of prohibited technologies is published at <https://dir.texas.gov/information-security/prohibited-technologies>. The following list is current as of January 23, 2023.

### Prohibited Software/Applications/Developers

- TikTok
- Kaspersky
- ByteDance Ltd.
- Tencent Holdings Ltd.
- Alipay
- CamScanner
- QQ Wallet
- SHAREit
- VMate
- WeChat
- WeChat Pay
- WPS Office
- Any subsidiary or affiliate of an entity listed above.

### Prohibited Hardware/Equipment/Manufacturers

- Huawei Technologies Company
- ZTE Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company
- SZ DJI Technology Company
- Hytera Communications Corporation
- Any subsidiary or affiliate of an entity listed above.