

RICARDO WATER SUPPLY CORPORATION

2302 E. SAGE RD.

KINGSVILLE, TEXAS 78363

Office (361) 592-3952 Fax (361) 592-5965

MEMORANDUM

TO: RWSC Membership
FROM: Baldemar Garcia, President
DATE: April 12, 2022
SUBJECT: RESCHEDULED Annual Membership Meeting

An Annual Membership meeting of the Ricardo Water Supply Corporation is scheduled for:

Thursday, April 28, 2022

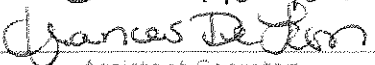
5:30 p.m.

**South Texas Water Authority Boardroom
2302 East Sage Road, Kingsville, Texas**

Agenda

1. Call to order.
2. Citizen comments.
3. Approval of Annual Membership Meeting 2021 minutes.
4. Election of Directors/Resolution 22-01 declaring unopposed candidates of Ricardo Water Supply Corporation elected.
5. Review of proposed audit for Fiscal Year 2021.
6. **Resolution 22-02.** Resolution accepting the Fiscal Year 2021 audit prepared by John Womack & Co., P.C. of Kingsville.
7. Adjournment.

BG/JM/fdl

This meeting notice was posted on
RWSC's website, www.ricardowsc.com, and
on indoor and outdoor bulletin boards at
RWSC's administrative offices,
2302 East Sage Road, Kingsville, Texas at
4:45 am on 04/12/2022

Assistant Secretary

RICARDO WATER SUPPLY CORPORATION
Annual Meeting
April 13, 2021
(This meeting was held remotely by phone and Zoom.)
MINUTES

Board Members Present:

Baldemar Garcia
Robert Zavala
Oliver Hinojosa
Frank Escobedo
James Fischer
Robert Garza
Timothy Robertson

Board Members Absent:

None

Membership Present:

None

Staff Present:

Carola G. Serrato
Frances De Leon
Jo Ella Wagner
Nigel Gomez

Guests Present:

Margaret Kelly, John Womack & Co., P.C.
Hector Castaneda, LNV/Ardurra

1. Call to Order.

Mr. Baldemar Garcia, Board President, called the Annual Meeting to order at 5:31 p.m. at the STWA Boardroom in Kingsville, Texas. A quorum was present.

2. Citizen comments.

Mr. Garcia opened the floor to citizen comments. No other citizen comments were made.

3. Approval of Annual Membership Meeting 2020 Minutes.

The minutes of the April 14, 2020 Annual Meeting were presented for approval. Mr. Garza made a motion to approve the minutes as presented. Mr. Robertson seconded the motion and all voted in favor.

4. Election of Directors/Resolution 21-02 declaring unopposed candidates of Ricardo Water Supply Corporation elected.

Ms. Serrato read Resolution 21-02 into the record. Resolution 21-02 was approved at the March 4, 2021 Board Meeting and declared unopposed candidates James Fischer and Robert Zavala elected to the Board of Directors.

5. Review of proposed audit for Fiscal Year 2020.

Ms. Margaret Kelly, John Womack & Co., P.C. presented the Fiscal Year 2020 Audit to the Board. She reviewed the Operating Revenue and Expenses and reported that the Corporation is

fiscally sound and that the audit was consistent with prior years. She noted that the Corporation has done a good job at increasing revenue without taking on a large amount of expenses. She added that financial records are in order and thanked staff for their assistance in conducting the audit. There were no questions from the Board.


6. Resolution 21-03. Resolution accepting the Fiscal Year 2020 Audit prepared by John Womack & Co., P.C. of Kingsville.

Mr. Escobedo made a motion to approve Resolution 21-03 accepting the Fiscal Year 2020 Audit and Mr. Robertson seconded. The motion carried.

7. Adjournment.

With no further business to conduct, Mr. Zavala made a motion to adjourn the meeting at 5:43 p.m. Mr. Hinojosa seconded. All voted in favor.

Respectfully submitted,


Frances De Leon
Assistant Secretary

RICARDO WATER SUPPLY CORPORATION

Resolution 22-02

A RESOLUTION ACCEPTING THE FISCAL YEAR 2021 AUDIT PREPARED BY JOHN WOMACK & CO., P.C. OF KINGSVILLE, TEXAS.

WHEREAS, the Ricardo Water Supply Corporation is a functioning Water Supply Corporation organized under Article 1434a of the Revised Civil Statutes of Texas of 1925, and

WHEREAS, an annual audit is part of generally accepted accounting principles and is highly recommended by the Texas Commission on Environmental Quality, and

WHEREAS, the Corporation has received and reviewed the Fiscal Year 2021 Audit.

NOW, THEREFORE, BE IT RESOLVED that the Ricardo Water Supply Corporation accepts the Fiscal Year 2021 audit prepared by John Womack & Co., P.C. of Kingsville, Texas.

Duly adopted this 28th day of April, 2022.

BALDEMAR GARCIA, PRESIDENT

ATTEST:

OLIVER HINOJOSA, SECRETARY/TREASURER

RICARDO WATER SUPPLY CORPORATION

2302 E. SAGE RD.

KINGSVILLE, TEXAS 78363

Office (361) 592-3952 Fax (361) 592-5965

MEMORANDUM

TO: Ricardo Water Supply Corporation Board of Directors
FROM: Baldemar Garcia, President
DATE: April 18, 2022
SUBJECT: Ricardo Water Supply Corporation Meeting Notice and Agenda

A Regular Meeting of the Ricardo Water Supply Corporation Board of Directors is scheduled for:

Thursday, April 28, 2022

5:35 p.m.

South Texas Water Authority Boardroom
2302 East Sage Road
Kingsville, Texas

to consider and act upon any lawful subject which may come before it, including among others, the following:

Agenda

1. Call to order.
2. Citizen comments.
3. Election of officers.
4. Approval of Minutes. (Attachment 1)
5. Treasurer's Report/Payment of Bills. (Attachment 2)
6. Appointment of Credentials Committee. (Attachment 3)
7. All matters pertaining to TxDOT Upgrades on US 77/I69. (Attachment 4)
8. Update and possible action on RWSC website designed by Rural Water Impact. (Attachment 5)
9. Proposed Tariff Amendment – Section E (13) – Due Dates, Delinquent Bills, and Service Disconnection Date. (Attachment 6)
10. Request to customers for updated contact information. (Attachment 7)
11. Water Supply and Development Contract with Cesar E. Silva for the Silva Ranch Subdivision. (Attachment 8)

12. **Resolution 22-03.** Resolution authorizing the Ricardo Water Supply Corporation President to enter into a Water Supply and Development Contract with Cesar E. Silva, Developer for the Silva Ranch Subdivision. (Attachment 9)
13. Ratify Letter of Engagement for Auditor Services with John Womack & Co., P.C. (Attachment 10)
14. Discussion on increase in Willatt & Flickinger's Legal Assistant Fees. (Attachment 11)
15. Discussion on Part-time Accountant Assistant position. (Attachment 12)
16. Discussion on Kleberg County Human Services Low Income Household Water Assistance Program and approval of Water Provider Agreement. (Attachment 13)
17. Adjournment.

The Board may go into closed session at any time when permitted by Chapter 551, Government Code. Before going into closed session, a quorum of the Board must be assembled in the meeting room, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551, Government Code, authorizing the closed session.

BG/JM/fdl
Attachments

This meeting notice was posted on
RWSC's website, www.ricardowsc.com, and
on indoor and outdoor bulletin boards at
RWSC's administrative offices,
2302 East Sage Road, Kingsville, Texas at
4:45 am/Ar on 10/07/2022
James De Leon
Assistant Secretary

ATTACHMENT 1

Approval of Minutes

RICARDO WATER SUPPLY CORPORATION
Regular Meeting Minutes
March 1, 2022

Board Members Present:

Baldemar Garcia
Robert Zavala
Oliver Hinojosa
Frank Escobedo
Robert Garza
Tim Robertson

Board Members Absent:

James Fischer

Staff Present:

John Marez
Jo Ella Wagner
Frances De Leon
Nigel Gomez
Patrick Sendejo

Guests Present:

None

1. Call to Order.

Board President Baldemar Garcia called the Regular Meeting of the Ricardo Water Supply Corporation Board of Directors to order at 5:31 p.m. A quorum was present.

2. Citizen comments.

Mr. Garcia opened the floor to citizen comments. No comments were made.

3. Approval of Minutes.

Mr. Garza made a motion to approve the minutes of the December 1, 2021 Regular Meeting as presented. Mr. Escobedo seconded. All voted in favor of approving the minutes as presented.

4. Treasurer's Report/Payment of Bills.

The following financial reports were presented for Board review and approval:

Treasurer's Report as of October 31, 2021
Account Activity for General Account for October 1, 2021 to October 31, 2021
Account Activity for Operations Account for October 1, 2021 to October 31, 2021
TEXPOOL Participant Statement for 10/01/2021 – 10/31/2021 for General Account
TEXPOOL Participant Statement for 10/01/2021 – 10/31/2021 for Membership Deposit Account
TEXPOOL Participant Statement for 10/01/2021 – 10/31/2021 for USDA Reserve Account
TexSTAR General Account Statement for 10/01/2021 – 10/31/2021
Treasurer's Report as of November 30, 2021
Account Activity for General Account for November 1, 2021 to November 30, 2021

RWSC Regular Meeting Minutes

March 1, 2022

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Account Activity for Operations Account for November 1, 2021 to November 30, 2021
TEXPOOL Participant Statement for 11/01/2021 – 11/30/2021 for General Account
TEXPOOL Participant Statement for 11/01/2021 – 11/30/2021 for Membership Deposit Account
TEXPOOL Participant Statement for 11/01/2021 – 11/30/2021 for USDA Reserve Account
TexSTAR General Account Statement for 11/01/2021 – 11/30/2021
Treasurer's Report as of December 31, 2021
Account Activity for General Account for December 1, 2021 to December 31, 2021
Account Activity for Operations Account for December 1, 2021 to December 31, 2021
TEXPOOL Participant Statement for 12/01/2021 – 12/31/2021 for General Account
TEXPOOL Participant Statement for 12/01/2021 – 12/31/2021 for Membership Deposit Account
TEXPOOL Participant Statement for 12/01/2021 – 12/31/2021 for USDA Reserve Account
TexSTAR General Account Statement for 12/01/2021 – 12/31/2021
Water Loss Computation – November 9, 2021 through December 9, 2021
Water Loss Computation – December 9, 2021 through January 10, 2022

The following bills were presented for payment:

STWA Invoice S21-192 November 2021 Water Usage, Water Cost and Handling Charge	\$21,565.90
STWA Invoice S21-193 November 2021 General and Administration	\$17,766.77
STWA Invoice S21-198 November 2021 Taps and Repairs	\$ 4,431.25
STWA Invoice S22-006 December 2021 Water Usage, Water Cost and Handling Charge	\$23,403.66
STWA Invoice S22-007 December 2021 General and Administration	\$17,897.91
STWA Invoice S22-012 December 2021 Taps and Repairs	\$ 3,709.86
STWA Invoice S22-019 January 2022 Water Usage, Water Cost and Handling Charge	\$19,689.66
STWA Invoice S22-020 January 2022 General and Administration	\$18,500.09

Pay Estimate #2 in the amount of \$182,367 from Max Underground for work on the TxDOT Upgrades project was also presented to the Board. In addition, Mr. Marez reported that the STWA Board has discussed hiring a part-time Accountant Assistant to help the Finance Manager. Mr. Zavala pointed out that hiring a part-time assistant was not brought up to the RWSC Board to show justification for the position. Mr. Marez stated that it would be included

on the next agenda for discussion. A motion was made by Mr. Escobedo and seconded by Mr. Garza to approve the Treasurer's Report and payment of the bills. The motion carried.

5. RWSC Annual Membership Meeting.

- Selection of Election Auditor
- Approval of agenda and meeting packet for Annual Membership Meeting
- **Resolution 22-01. Resolution declaring unopposed candidates of Ricardo Water Supply Corporation elected.**

Mr. Marez reported that two applications for Board of Director were received by the February 28th deadline. He added that since there are only two positions up for election, the Board can adopt Resolution 22-01 declaring the two candidates, Frank Escobedo and Oliver Hinojosa, elected. If adopted by the Board, Resolution 22-01 will be read into the record at the Annual Membership meeting on April 12th. He also explained that because no election will be necessary, an Election Auditor does not need to be selected. He presented the meeting notice and agenda for the Annual Membership Meeting and recommended approval of the documents which need to be mailed out by March 11th. Mr. Robertson made a motion to adopt Resolution 22-01 and approve the meeting notice and agenda. Mr. Zavala seconded and all voted in favor.

6. All matters pertaining to TxDOT Upgrades on US 77/I69.

Mr. Marez explained that work continues on relocation of waterlines along US 77/I69 but supply issues have created delays on the project. At a recent on-site meeting, an estimated completion date of March 21st was provided. He had nothing further to report.

7. Discussion and action on STWA website by Rural Water Impact.

Mr. Marez stated that he had been in contact with Rural Water Impact about their website services and alert notification system. He explained that the system is very user-friendly and can be used for email or text alerts for those that sign up to receive them. The cost for the service is \$702.75 for the first year which includes a one-time set up fee and annual cost of \$495. Mr. Marez also stated that a note on signing up for alerts will be included on the bills. Mr. Zavala made a motion to approve the proposal for Rural Water Impact to provide the website services. Mr. Garza seconded and all voted in favor.

8. Updating of Board of Directors' contact information and preferred method of contact.

Mr. Zavala stated that due to the Texas Open Records Act, he prefers using only the RWSC Gmail account for RWSC business rather than his personal email account. Each director provided their preference for being contacted and staff agreed to update contact lists with this information.

9. Report on purchase of materials to build up RWSC stockpile of materials due to stagnation in PVC production and transportation issues.

Mr. Marez reported that current projects show a continued slow-down of material output for the foreseeable future. O&M Supervisor Nigel Gomez provided an updated list of needed materials. The Board agreed that materials need to be ordered as soon as possible due to expected delays. Mr. Escobedo made a motion to approve purchase of the items with a cap of \$32,000. Mr. Robertson seconded and all voted in favor.

10. Report on drone inspection.

Mr. Marez presented photos from the drone inspection conducted free of charge recently by Babbird Aerial Data LLC. The inspection was done for in-house purposes only to provide a fast and safe view of the water towers. The fee for this type of service is normally \$500. Mr. Marez stated that if interested, the Board could consider including future drone inspections in the FY 2023 budget. No action was taken by the Board.

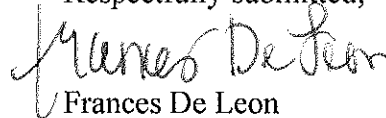
11. Update on RWSC Emergency Preparedness Plan.

Mr. Marez reported that Ardurra completed RWSC's Emergency Preparedness Plan and submitted the document to TCEQ by the March 1st deadline. There was no Board action on this item.

12. Adjournment.

With no further business to conduct, Mr. Zavala made a motion to adjourn the meeting at 6:54 p.m. Mr. Garza seconded and all voted in favor.

Respectfully submitted,



Frances De Leon
Assistant Secretary

ATTACHMENT 2

Treasurer's Report/Payment of Bills

Ricardo Water Supply Corporation
Treasurer's Report
As of January 31, 2022

General Account - KFNB	\$387,505.21
General Account - TexPool	\$212,615.32
General Account - TexPool Prime	\$117,464.77
General Account - TexSTAR	\$299,605.50
Operations Account - KFNB	\$2,110.91
Membership Deposit & Refund Account - TexPool	\$115,108.76
Debt Service Account	\$181.18
Reserve Account	\$99,694.29
Petty Cash	\$50.00
Cash Drawer	\$100.00
TOTAL	<u><u>\$1,234,435.94</u></u>

	11/9/2021 Billing Reg.	12/14/2021 Billing Reg.	1/14/2022 Billing Reg.
Total Usage (Gal)	7,120,420	6,020,890	6,585,000
Water Sales (\$)	\$75,931.49	\$71,086.00	\$73,620.04
Adjustments	(\$94.23)	(\$130.00)	(\$695.97)
Turn on Charge	\$600.00	\$720.00	\$180.00
Late Charges	\$1,226.00	\$1,302.00	\$1,417.00
Past Due	\$23,341.78	\$26,205.90	\$24,444.82
Tax	\$412.71	\$387.71	\$400.88
Leak Pay Plan	\$420.74	\$420.73	\$209.67
Sewage	<u>\$6,431.37</u>	<u>\$6,239.28</u>	<u>\$6,364.75</u>
Total Receivables	<u><u>\$108,269.86</u></u>	<u><u>\$106,231.62</u></u>	<u><u>\$105,941.19</u></u>
METERS ON LINE	1076	1076	1078

RICARDO WATER SUPPLY CORP.
GENERAL
JANUARY 2022

DATE	DESCRIPTION	CK NO.	DEPOSIT	DISBURSE- MENT	BALANCE
	BEGINNING BALANCE				\$378,369.43
01-01	ONLINE PAYMENTS	DEP	\$170.06		\$378,539.49
01-02	ONLINE PAYMENTS	DEP	\$871.10		\$379,410.59
01-03	ONLINE PAYMENTS	DEP	\$1,030.61		\$380,441.20
01-03	RWSC WIRE TRANSFER	DEP	\$8,892.00		\$389,333.20
01-04	WATER RECEIPTS	DEP	\$4,147.13		\$393,480.33
01-04	KEIPER, RON #1290- MEM. RESERVICE	DEP	\$835.00		\$394,315.33
01-04	ONLINE PAYMENTS	DEP	\$1,041.75		\$395,357.08
01-05	WATER RECEIPTS	DEP	\$1,297.99		\$396,655.07
01-05	RICARDO WASTEWATER- FEES	4292		\$2,315.97	\$394,339.10
01-05	STWA- LEAD CHECK AND PMI RWSC #3	4293		\$93.09	\$394,246.01
01-05	ONLINE PAYMENTS	DEP	\$1,006.94		\$395,252.95
01-06	WATER RECEIPTS	DEP	\$2,499.21		\$397,752.16
01-06	BENTEZ, JOHNE # 1291- MEMBERSHIP	DEP	\$1,310.00		\$399,062.16
01-06	ONLINE PAYMENTS	DEP	\$599.50		\$399,661.66
01-07	WATER RECEIPTS	DEP	\$2,403.29		\$402,064.95
01-07	TX. COMM.- WATER SYSTEM FEES	4294		\$2,462.25	\$399,602.70
01-07	ONLINE PAYMENTS	DEP	\$1,980.85		\$401,583.55
01-07	PER CUSTOMER REQUEST TO COVER OD	DEB		\$8,892.00	\$392,691.55
01-07	PHONE/IN PERSON TRANSFER ACH	DEB		\$8,892.00	\$383,799.55
01-08	ONLINE PAYMENTS	DEP	\$1,337.75		\$385,137.30
01-09	ONLINE PAYMENTS	DEP	\$1,292.33		\$386,429.63
01-10	WATER RECEIPTS	DEP	\$7,118.98		\$393,548.61
01-10	ONLINE PAYMENTS	DEP	\$3,769.04		\$397,317.65
01-11	WATER RECEIPTS	DEP	\$1,275.59		\$398,593.24
01-11	ONLINE PAYMENTS	DEP	\$1,085.95		\$399,679.19
01-12	WATER RECEIPTS	DEP	\$60.00		\$399,739.19
01-12	CUMBERLAND, W. #165- TRANSFER FEE	DEP	\$25.00		\$399,764.19
01-12	CUMBERLAND, W. #165- UNLOCK FEE	DEP	\$60.00		\$399,824.19
01-12	ONLINE PAYMENTS	DEP	\$958.35		\$400,782.54
01-13	WATER RECEIPTS	DEP	\$941.89		\$401,724.43
01-13	ONLINE PAYMENTS	DEP	\$778.96		\$402,503.39
01-14	WATER RECEIPTS	DEP	\$964.33		\$403,467.72
01-14	LOVATO, C. #1216- TRANSFER FEE	DEP	\$25.00		\$403,492.72
01-14	ONLINE PAYMENTS	DEP	\$1,980.60		\$405,473.32
01-15	ONLINE PAYMENTS	DEP	\$536.39		\$406,009.71
01-16	ONLINE PAYMENTS	DEP	\$445.55		\$406,455.26
01-17	ONLINE PAYMENTS	DEP	\$650.94		\$407,106.20
01-18	WATER RECEIPTS	DEP	\$1,175.54		\$408,281.74
01-18	FERGUSON ENTERPRISES	4295		\$4,996.38	\$403,285.36
01-18	STWA- ADMIN, CSI, TAPS, INSTALLS	4296		\$4,431.25	\$398,854.11
01-18	TEXAS RURAL WATER ASSOCIATION	4297		\$1,456.65	\$397,397.46
01-18	ONLINE PAYMENTS	DEP	\$774.65		\$398,172.11
01-19	WATER RECEIPTS	DEP	\$623.42		\$398,795.53
01-19	ONLINE PAYMENTS	DEP	\$1,442.41		\$400,237.94
01-20	WATER RECEIPTS	DEP	\$970.62		\$401,208.56

01-20	ONLINE PAYMENTS	DEP	\$937.79		\$402,146.35
01-21	WATER RECEIPTS	DEP	\$461.36		\$402,607.71
01-21	STRUBHART, S. - DEV. ANALYSIS	DEP	\$400.00		\$403,007.71
01-21	ONLINE PAYMENTS	DEP	\$947.38		\$403,955.09
01-21	ACH DRAFTS	DEP	\$13,313.10		\$417,268.19
01-22	ONLINE PAYMENTS	DEP	\$463.72		\$417,731.91
01-23	ONLINE PAYMENTS	DEP	\$486.89		\$418,218.80
01-24	WATER RECEIPTS	DEP	\$3,223.63		\$421,442.43
01-24	MARTINEZ, A. #1292- MEMBERSHIP	DEP	\$508.00		\$421,950.43
01-24	ONLINE PAYMENTS	DEP	\$1,026.92		\$422,977.35
01-25	WATER RECEIPTS	DEP	\$1,167.25		\$424,144.60
01-25	ONLINE PAYMENTS	DEP	\$387.89		\$424,532.49
01-26	SEWARD, S. #157- CREDIT CUST. ACCT.	ACH		\$19.76	\$424,512.73
01-26	WATER RECEIPTS	DEP	\$2,357.68		\$426,870.41
01-26	Z, J. #157- TRANSFER FEE	DEP	\$25.00		\$426,895.41
01-26	ONLINE PAYMENTS	DEP	\$1,600.50		\$428,495.91
01-27	WATER RECEIPTS	DEP	\$1,744.90		\$430,240.81
01-27	ONLINE PAYMENTS	DEP	\$662.55		\$430,903.36
01-28	WATER RECEIPTS	DEP	\$182.18		\$431,085.54
01-28	RICARDO WASTEWATER- FEES	4298		\$2,613.18	\$428,472.36
01-28	STWA- READINGS, SAMPLES	4299		\$17,897.91	\$410,574.45
01-28	STWA- WATER	4300		\$23,403.66	\$387,170.79
01-28	ONLINE PAYMENTS	DEP	\$412.81		\$387,583.60
01-29	ONLINE PAYMENTS	DEP	\$447.07		\$388,030.67
01-30	ONLINE PAYMENTS	DEP	\$184.50		\$388,215.17
01-31	WATER RECEIPTS	DEP	\$2,314.28		\$390,529.45
01-31	CAMACHO DEMOLITION	4301		\$3,900.00	\$386,629.45
01-31	BOWYER, N. # 314- CORRECTION	ACH		\$107.73	\$386,521.72
01-31	ONLINE PAYMENTS	DEP	\$976.64		\$387,498.36
01-31	INTEREST EARNED	DEP	\$6.85		\$387,505.21
			\$90,617.61	\$81,481.83	

RICARDO WATER SUPPLY CORPORATION
OPERATIONS
2022

DATE	DESCRIPTION	CK NO.	DEPOSITS	DISBURSE.	BALANCE
JANUARY 2022					\$3,986.76
01-04	PSI HOLDINGS	ACH		\$32.48	\$3,954.28
01-05	TEXAS EXCAVATION SAFETY SYSTEM, INC	6679		\$36.10	\$3,918.18
01-07	PRAESIDIUM SYSTEM, INC	6680		\$59.99	\$3,858.19
01-18	BARBARA MCQUEEN	6681		\$29.41	\$3,828.78
01-18	CORE & MAIN	6682		\$59.00	\$3,769.78
01-28	CITY OF CC- CENTRAL CASHIER	6683		\$422.00	\$3,347.78
01-28	HACH COMPANY	6684		\$613.86	\$2,733.92
01-28	TX. COMM. ON ENVIRONMENTAL QUALITY	6685		\$123.11	\$2,610.81
01-28	WALKER PARTNERS	6686		\$500.00	\$2,110.81
	Interest			\$0.10	\$2,110.91
				\$0.10	\$1,875.95



RECEIVED

FEB 14 2022

RICARDO WATER SUPPLY CORP
 GENERAL ACCT
 ATTN CAROLA G SERRATO
 2302 E SAGE ROAD
 KINGSVILLE TX 78363-3328

RICARDO WATER SUPPLY CORPORATION

Participant Statement

Statement Period 01/01/2022 - 01/31/2022

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Customer Service 1-866-TEX-POOL
 Location ID 000077893
 Investor ID 000007578

TexPool Update

Your feedback is important in our effort to provide you with the best service possible. Click Contact Us on TexPool.com or TexConnect to send an email or call TexPool Participant Services at 866-839-7665. We look forward to hearing from you!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$222,483.36	\$0.00	\$9,874.82	\$6.78	\$212,615.32	\$213,245.84
TexPool Prime	\$117,455.06	\$0.00	\$0.00	\$9.71	\$117,464.77	\$117,455.37
Total Dollar Value	\$339,938.42	\$0.00	\$9,874.82	\$16.49	\$330,080.09	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2022)	Share Price (01/31/2022)	Shares Owned (01/31/2022)	Market Value (01/31/2022)
Texas Local Government Investment Pool	449/1370100001	\$222,483.36	\$1.00	212,615.320	\$212,615.32
TexPool Prime	590/1370100001	\$117,455.06	\$1.00	117,464.770	\$117,464.77
Total Dollar Value		\$339,938.42			\$330,080.09

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1370100001	\$6.78	\$6.78
TexPool Prime	590/1370100001	\$9.71	\$9.71
Total		\$16.49	\$16.49





Participant Statement

RICARDO WATER SUPPLY CORP
 MEMBERSHIP DEPOSIT
 ATTN CAROLA G SERRATO
 2302 E SAGE ROAD
 KINGSVILLE TX 78363-3328

Statement Period 01/01/2022 - 01/31/2022

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Customer Service 1-866-TEX-POOL
 Location ID 000077893
 Investor ID 000007580

TexPool Update

Your feedback is important in our effort to provide you with the best service possible. Click Contact Us on TexPool.com or TexConnect to send an email or call TexPool Participant Services at 866-839-7665. We look forward to hearing from you!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$115,105.04	\$0.00	\$0.00	\$3.72	\$115,108.76	\$115,105.16
Total Dollar Value	\$115,105.04	\$0.00	\$0.00	\$3.72	\$115,108.76	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2022)	Share Price (01/31/2022)	Shares Owned (01/31/2022)	Market Value (01/31/2022)
Texas Local Government Investment Pool	449/1370100003	\$115,105.04	\$1.00	115,108.760	\$115,108.76
Total Dollar Value		\$115,105.04			\$115,108.76

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1370100003	\$3.72	\$3.72
Total		\$3.72	\$3.72





Participant Statement

RICARDO WATER SUPPLY CORP
 USDA RESERVE ACCOUNT
 ATTN CAROLA SERRATO
 2302 E SAGE ROAD
 KINGSVILLE TX 78363-3328

Statement Period **01/01/2022 - 01/31/2022**

Page 1 of 2

Customer Service 1-866-TEX-POOL
 Location ID 000077893
 Investor ID 000021281

TexPool Update

Your feedback is important in our effort to provide you with the best service possible. Click Contact Us on TexPool.com or TexConnect to send an email or call TexPool Participant Services at 866-839-7665. We look forward to hearing from you!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$98,708.31	\$982.82	\$0.00	\$3.16	\$99,694.29	\$99,627.82
Total Dollar Value	\$98,708.31	\$982.82	\$0.00	\$3.16	\$99,694.29	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2022)	Share Price (01/31/2022)	Shares Owned (01/31/2022)	Market Value (01/31/2022)
Texas Local Government Investment Pool	449/1370100004	\$98,708.31	\$1.00	99,694.290	\$99,694.29
Total Dollar Value		\$98,708.31			\$99,694.29

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1370100004	\$3.16	\$3.16
Total		\$3.16	\$3.16





RICARDO WATER SUPPLY CORP
 ATTN CAROLA SERRATO
 PO BOX 1572
 KINGSVILLE TX 78364-1572

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FEB 11 2022

RICARDO WATER SUPPLY CORPORATION

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1370111110

ACCOUNT NAME: GENERAL FUND

STATEMENT PERIOD: 01/01/2022 - 01/31/2022

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0100%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 31 DAYS AND THE NET ASSET VALUE FOR 1/31/22 WAS 0.999923.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			299,602.98
01/31/2022	MONTHLY POSTING	9999888	2.52	299,605.50
	ENDING BALANCE			299,605.50

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	299,602.98
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2.52
ENDING BALANCE	299,605.50
AVERAGE BALANCE	299,602.98

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
GENERAL FUND	0.00	0.00	2.52



Ricardo Water Supply Corporation
Treasurer's Report
As of February 28, 2022

General Account - KFNB	\$409,334.05
General Account - TexPool	\$202,750.34
General Account - TexPool Prime	\$117,475.04
General Account - TexSTAR	\$299,607.87
Operations Account - KFNB	\$5,714.49
Membership Deposit & Refund Account - Texpool	\$115,114.38
Debt Service Account	\$181.10
Reserve Account	\$100,682.01
Petty Cash	\$50.00
Cash Drawer	\$100.00
TOTAL	<u><u>\$1,251,009.28</u></u>

	12/14/2021 Billing Reg.	1/14/2022 Billing Reg.	2/16/2022 Billing Reg.
Total Usage (Gal)	6,020,890	6,585,000	5,716,690
Water Sales (\$)	\$71,086.00	\$73,620.04	\$70,015.15
Adjustments	(\$130.00)	(\$695.97)	(\$25.64)
Turn on Charge	\$720.00	\$180.00	\$540.00
Late Charges	\$1,302.00	\$1,417.00	\$1,246.00
Past Due	\$26,205.90	\$24,444.82	\$22,148.15
Tax	\$387.71	\$400.88	\$381.96
Leak Pay Plan	\$420.73	\$209.67	\$209.67
Sewage	\$6,239.28	\$6,364.75	\$6,156.01
Total Receivables	<u><u>\$106,231.62</u></u>	<u><u>\$105,941.19</u></u>	<u><u>\$100,671.30</u></u>
METERS ON LINE	1076	1078	1080

RICARDO WATER SUPPLY CORP.
GENERAL
FEBRUARY 2022

DATE	DESCRIPTION	CK NO.	DEPOSIT	DISBURSEMENT	BALANCE
	BEGINNING BALANCE				\$387,505.21
02-01	RWSC WIRE TRANSFER	DEP	\$8,892.00		\$396,397.21
02-01	PHONE/IN PERSON TRANSFER ACH	DEB		\$8,892.00	\$387,505.21
02-01	TCEQ-2001 REGULATORY FEES	DEB		\$4,536.83	\$382,968.38
02-01	WATER RECEIPTS	DEP	\$7,755.85		\$390,724.23
02-01	MARTINEZ, A. #1292- 2ND CSI	DEP	\$50.00		\$390,774.23
02-01	ONLINE PAYMENTS	DEP	\$1,628.05		\$392,402.28
02-02	WATER RECEIPTS	DEP	\$984.45		\$393,386.73
02-02	PEREZ, E. #434- TRANSFER FEE	DEP	\$25.00		\$393,411.73
02-02	ONLINE PAYMENTS	DEP	\$464.04		\$393,875.77
02-03	WATER RECEIPTS	DEP	\$2,060.97		\$395,936.74
02-03	ONLINE PAYMENTS	DEP	\$1,313.15		\$397,249.89
02-04	WATER RECEIPTS	DEP	\$2,203.66		\$399,453.55
02-04	SORDIA #602- DEPOSIT CORRECTION	DEB		\$3.00	\$399,450.55
02-04	RICARDO WASTEWATER- FEES	4302		\$2,344.94	\$397,105.61
02-04	STWA-CSI, ADMIN,TAPS, INSTALLS	4303		\$3,709.86	\$393,395.75
02-04	ONLINE PAYMENTS	DEP	\$1,668.22		\$395,063.97
02-05	ONLINE PAYMENTS	DEP	\$264.22		\$395,328.19
02-06	ONLINE PAYMENTS	DEP	\$535.41		\$395,863.60
02-07	WATER RECEIPTS	DEP	\$2,638.13		\$398,501.73
02-07	ALMEIDA, D. #1293- MEMBERSHIP	DEP	\$825.00		\$399,326.73
02-07	ONLINE PAYMENTS	DEP	\$887.78		\$400,214.51
02-08	WATER RECEIPTS	DEP	\$2,126.72		\$402,341.23
02-08	ONLINE PAYMENTS	DEP	\$1,555.26		\$403,896.49
02-09	WATER RECEIPTS	DEP	\$2,403.17		\$406,299.66
02-09	ONLINE PAYMENTS	DEP	\$2,378.14		\$408,677.80
02-10	WATER RECEIPTS	DEP	\$3,505.30		\$412,183.10
02-10	ONLINE PAYMENTS	DEP	\$3,537.27		\$415,720.37
02-11	WATER RECEIPTS	DEP	\$965.95		\$416,686.32
02-11	TRANSFER TO RWSC OPERATIONS	4304		\$7,000.00	\$409,686.32
02-11	HILL, S. #295- TRANSFER FEE	DEP	\$25.00		\$409,711.32
02-11	ONLINE PAYMENTS	DEP	\$779.25		\$410,490.57
02-12	ONLINE PAYMENTS	DEP	\$295.08		\$410,785.65
02-13	ONLINE PAYMENTS	DEP	\$258.61		\$411,044.26
02-14	WATER RECEIPTS	DEP	\$1,002.31		\$412,046.57
02-14	ONLINE PAYMENTS	DEP	\$365.15		\$412,411.72
02-14	ALMEIDA, D #1293	NSF		\$825.00	\$411,586.72
02-15	WATER RECEIPTS	DEP	\$1,086.72		\$412,673.44
02-15	VELA, JASON #1294- MEMBERSHIP FEE	DEP	\$1,410.00		\$414,083.44
02-15	ONLINE PAYMENTS	DEP	\$1,082.81		\$415,166.25
02-16	WATER RECEIPTS	DEP	\$435.07		\$415,601.32
02-16	POSTMASTER	4305		\$2,000.00	\$413,601.32
02-16	ALMEIDA, D. #1293	DEP	\$50.00		\$413,651.32
02-16	ONLINE PAYMENTS	DEP	\$526.58		\$414,177.90
02-17	WATER RECEIPTS	DEP	\$334.31		\$414,512.21
02-17	RICARDO WASTEWATER- FEES	4306		\$4,557.36	\$409,954.85
02-17	ONLINE PAYMENTS	DEP	\$1,103.98		\$411,058.83
02-18	WATER RECEIPTS	DEP	\$353.60		\$411,412.43

02-18	HINOJOSA, D. - MEMBERSHIP, TAP, CSI	4307		\$1,310.00	\$410,102.43
02-18	ONLINE PAYMENTS	DEP	\$2,181.16		\$412,283.59
02-19	ONLINE PAYMENTS	DEP	\$762.79		\$413,046.38
02-20	ONLINE PAYMENTS	DEP	\$655.55		\$413,701.93
02-21	ONLINE PAYMENTS	DEP	\$886.11		\$414,588.04
02-22	WATER RECEIPTS	DEP	\$2,234.64		\$416,822.68
02-22	MAX UNDERGROUND CONSTRUCTION	4308		\$36,054.00	\$380,768.68
02-22	ACH BANK DRAFTS	ACH	\$12,166.12		\$392,934.80
02-22	ONLINE PAYMENTS	DEP	\$1,118.78		\$394,053.58
02-23	WATER RECEIPTS	DEP	\$1,728.56		\$395,782.14
02-23	DELUXE- DEPOSIT BAG	ACH		\$100.77	\$395,681.37
02-23	GONZALEZ, N. #1295- TAP, CC, CSI	DEP	\$1,352.61		\$397,033.98
02-23	ONLINE PAYMENTS	DEP	\$556.27		\$397,590.25
02-24	WATER RECEIPTS	DEP	\$988.92		\$398,579.17
02-24	ONLINE PAYMENTS	DEP	\$1,808.12		\$400,387.29
02-25	WATER RECEIPTS	DEP	\$1,990.49		\$402,377.78
02-25	ROSAS CO. SERVICES #1297- HAUL DEP.	DEP	\$150.00		\$402,527.78
02-25	SILVA, C. # 592- TRANSFER FEE	DEP	\$25.00		\$402,552.78
02-25	FLORES, N. #1296- CC, CSI, MEMBERSHIP	DEP	\$1,310.00		\$403,862.78
02-25	ONLINE PAYMENTS	DEP	\$654.07		\$404,516.85
02-26	ONLINE PAYMENTS	DEP	\$154.66		\$404,671.51
02-27	ONLINE PAYMENTS	DEP	\$616.15		\$405,287.66
02-28	WATER RECEIPTS	DEP	\$2,976.45		\$408,264.11
02-28	ONLINE PAYMENTS	DEP	\$1,063.66		\$409,327.77
02/28	INTEREST EARNED	DEP	\$6.28		\$409,334.05
			\$93,162.60	\$71,333.76	

RICARDO WATER SUPPLY CORPORATION
OPERATIONS
2022

DATE	DESCRIPTION	CK NO.	DEPOSITS	DISBURSE.	BALANCE
FEBRUARY 2022					\$2,110.91
02-04	BFMC, INC- BILLS 15,000	6687		\$854.25	\$1,256.66
02-04	PETTY CASHIER-POSTAGE TRAVEL TRAINING	6688		\$14.10	\$1,242.56
02-04	TEXAS EXCAVATION SAFETY SYSTEM	6689		\$49.40	\$1,193.16
02-11	TRANSFER FROM GENERAL RWSC ACCT.	DEP	\$7,000.00		\$8,193.16
02-11	ARDURRA- EMERGENCY PLAN	6690		\$562.00	\$7,631.16
02-11	VOID-	6691		\$0.00	\$7,631.16
02-11	ECONOMY PRINTING- SERVICE ORDERS	6692		\$122.32	\$7,508.84
02-11	VOID-	6693		\$0.00	\$7,508.84
02-11	NWSC- REVERSING ENTRY	6694		\$335.00	\$7,173.84
02-11	SCOTT ELECTRIC CO.- FLOW SWITCH	6695		\$942.93	\$6,230.91
02-11	STAPLES ADVANTAGE- FOLDERS, LABELS	6696		\$443.37	\$5,787.54
02-15	MCCOY'S- CLAMPS, FLAGS	6697		\$40.65	\$5,746.89
02-25	PSI HOLDINGS	ACH		\$32.48	\$5,714.41
02-28	INTEREST EARNED	DEP	\$0.08		\$5,714.49
			\$7,000.08	\$3,396.50	



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MAR 11 2022

Participant Statement

RICARDO WATER SUPPLY CORP
 GENERAL ACCT
 ATTN CAROLA G SERRATO
 2302 E SAGE ROAD
 KINGSVILLE TX 78363-3328

RICARDO WATER SUPPLY CORPORATION

Statement Period **02/01/2022 - 02/28/2022**

Page 1 of 2

Customer Service 1-866-TEX-POOL
 Location ID 000077893
 Investor ID 000007578

TexPool Update

You can update your contact information via TexConnect Online. Enter your Location #, PIN, and Password and then click Maintenance on the menu bar to get started.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$212,615.32	\$0.00	\$9,874.82	\$9.84	\$202,750.34	\$202,740.85
TexPool Prime	\$117,464.77	\$0.00	\$0.00	\$10.27	\$117,475.04	\$117,465.14
Total Dollar Value	\$330,080.09	\$0.00	\$9,874.82	\$20.11	\$320,225.38	

Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2022)	Share Price (02/28/2022)	Shares Owned (02/28/2022)	Market Value (02/28/2022)
Texas Local Government Investment Pool	449/1370100001	\$212,615.32	\$1.00	202,750.340	\$202,750.34
TexPool Prime	590/1370100001	\$117,464.77	\$1.00	117,475.040	\$117,475.04
Total Dollar Value		\$330,080.09			\$320,225.38

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1370100001	\$9.84	\$16.62
TexPool Prime	590/1370100001	\$10.27	\$19.98
Total		\$20.11	\$36.60





Participant Statement

RICARDO WATER SUPPLY CORP
 MEMBERSHIP DEPOSIT
 ATTN CAROLA G SERRATO
 2302 E SAGE ROAD
 KINGSVILLE TX 78363-3328

Statement Period **02/01/2022 - 02/28/2022**

Page 1 of 2

Customer Service **1-866-TEX-POOL**
 Location ID **000077893**
 Investor ID **000007580**

TexPool Update

You can update your contact information via TexConnect Online. Enter your Location #, PIN, and Password and then click Maintenance on the menu bar to get started.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$115,108.76	\$0.00	\$0.00	\$5.62	\$115,114.38	\$115,108.96
Total Dollar Value	\$115,108.76	\$0.00	\$0.00	\$5.62	\$115,114.38	

Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2022)	Share Price (02/28/2022)	Shares Owned (02/28/2022)	Market Value (02/28/2022)
Texas Local Government Investment Pool	449/1370100003	\$115,108.76	\$1.00	115,114.380	\$115,114.38
Total Dollar Value		\$115,108.76			\$115,114.38

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1370100003	\$5.62	\$9.34
Total		\$5.62	\$9.34





Participant Statement

RICARDO WATER SUPPLY CORP
 USDA RESERVE ACCOUNT
 ATTN CAROLA SERRATO
 2302 E SAGE ROAD
 KINGSVILLE TX 78363-3328

Statement Period **02/01/2022 - 02/28/2022**

Page 1 of 2

Customer Service **1-866-TEX-POOL**
 Location ID **000077893**
 Investor ID **000021281**

TexPool Update

You can update your contact information via [TexConnect Online](#). Enter your Location #, PIN, and Password and then click Maintenance on the menu bar to get started.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$99,694.29	\$982.82	\$0.00	\$4.90	\$100,682.01	\$100,677.29
Total Dollar Value	\$99,694.29	\$982.82	\$0.00	\$4.90	\$100,682.01	

Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2022)	Share Price (02/28/2022)	Shares Owned (02/28/2022)	Market Value (02/28/2022)
Texas Local Government Investment Pool	449/1370100004	\$99,694.29	\$1.00	100,682.010	\$100,682.01
Total Dollar Value		\$99,694.29			\$100,682.01

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1370100004	\$4.90	\$8.06
Total		\$4.90	\$8.06





RICARDO WATER SUPPLY CORP
 ATTN CAROLA SERRATO
 PO BOX 1572
 KINGSVILLE TX 78364-1572

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1370111110

ACCOUNT NAME: GENERAL FUND

STATEMENT PERIOD: 02/01/2022 - 02/28/2022

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0104%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 26 DAYS AND THE NET ASSET VALUE FOR 2/28/22 WAS 0.999922.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			299,605.50
02/28/2022	MONTHLY POSTING	9999888	2.37	299,607.87
	ENDING BALANCE			299,607.87

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	299,605.50
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2.37
ENDING BALANCE	299,607.87
AVERAGE BALANCE	299,605.50

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
GENERAL FUND	0.00	0.00	4.89



S22-025

February 23, 2022

Ricardo Water Supply Corporation
2302 East Sage Road
Kingsville, Tx 78363

<u>DATE</u>	<u>DESCRIPTION</u>	<u>W.O. #</u>	<u>Invoiced to others</u>	<u>Due to STWA</u>
01/02/22	Weekend residual checks on rural system and read meters.	6806	0.00	157.50
01/03/22	New Years holiday residual checks on rural system and read meters.	6807	0.00	116.67
01/09/22	Weekend residual checks on rural system and read meters.	6808	0.00	140.00
12/22/21	Meter retrofit change-out from May 2021 list, acct. #268-Fuchs.	6809	0.00	110.00
12/22/21	Meter retrofit change-out from May 2021 list, acct. #1033-Alanis.	6810	0.00	110.00
01/10/22	Meter reservice at acct. #1270-Collins, CR 2170.	6811	110.00	110.00
01/13/22	Meter reservice at acct. #1290-Keiper, PR 2187. Replaced old lock with a new one.	6812	110.00	110.00
01/13/22	Meter unlock at acct. #165-Cumberland, CR 2140. Locked due to incomplete paperwork for transfer.	6813	60.00	60.00
01/16/22	Weekend residual checks on rural system and read meters.	6814	0.00	157.50
01/20/22	Martin Luther King holiday residual checks on rural system and read meters.	6815	0.00	93.99
01/14/22	Customer service inspection at acct. #1278-Garcia, West CR 2160. Passed inspection.	6816	75.00	75.00
01/14/22	Meter retrofit change-out at acct. #5-Garcia, North CR 1042.	6817	0.00	110.00

DATE	DESCRIPTION	W.O. #	Invoiced to others	Due to STWA
01/14/22	Meter retrofit change-out at acct. #676-Burney, CR 2170.	6818	0.00	110.00
01/14/22	Meter retrofit change-out at acct. #1081-Garcia, CR 2150.	6819	0.00	110.00
01/14/22	Meter retrofit change-out at acct. #799-Aldrich, CR 2150.	6820	0.00	110.00
01/23/22	Weekend residual checks on rural system and read meters.	6821	0.00	175.00
01/21/22	Meter retrofit change-out at acct. #665-Mendietta.	6822	0.00	110.00
01/21/22	Meter retrofit change-out at acct. #853-Ricardo Wastewater Imp. Corp., CR 1045.	6823	0.00	110.00
01/21/22	Meter retrofit change-out at acct. #911-De La Paz, CR 2210.	6824	0.00	110.00
01/21/22	Meter retrofit change-out at acct. #318-Vela, CR 2210.	6825	0.00	110.00
01/21/22	Meter retrofit change-out at acct. #781-Zavala, CR 1050.	6826	0.00	110.00
01/21/22	Meter retrofit change-out at acct. #944-Saldana-Lopez, CR 1050.	6827	0.00	110.00
01/21/22	Meter retrofit change-out at acct. #529-Garza, CR 1060.	6828	0.00	110.00
01/21/22	Meter retrofit change-out at acct. #249-Radford, CR 1080.	6829	0.00	110.00
01/21/22	Meter retrofit change-out at acct. #940-De Leon, Charles St.	6830	0.00	110.00
01/21/22	Meter retrofti change-out at acct. #339-Rodriguez, CR 2155.	6831	0.00	110.00

DATE	DESCRIPTION	W.O. #	Invoiced to others	Due to STWA
01/22/22	After hours call-out due to leak caused by customer at acct. #227-Allison, FM 1118. Repaired leak on a 3/4" PVC line feeding the meter from main line.	6832	344.23	344.23
01/26/22	Meter reservice at acct. #1292-Martinez, CR 1035. Left meter locked.	6833	110.00	110.00
01/27/22	Max Underground, broke 3" water line while working on the TxDot Project on Hwy 77 and Chavez Rd. Contractor made repair.	6834	0.00	358.75
01/27/22	Tap & meter set at acct. #1283-Flores, CR 2140.	6835	0.00	430.00
01/28/22	Customer service inspection at acct. #1292-Martinez, CR 1035. Failed inspection.	6836	75.00	75.00
1/30/2022	Weekend residual checks on rural system and read meters.	6837	0.00	140.00
01/28/22	Meter removal per customer's request to cancel at acct. #795-Reyes, CR 2160.	6838	0.00	60.00
01/31/22	January 2022 regular hour unlocks at acct. #48-Rivera, #505-Rios-Perez.	6839	120.00	120.00

Total Due STWA \$ 4,593.64
 Amount Invoiced to Others \$ 1,004.23

Payment due by February 24, 2022

Thank You

INVOICE

2302 E. SAGE RD.

S22 - 034

KINGSVILLE, TEXAS 78363
March 17, 2022

Ricardo Water Supply Corporation
2302 East Sage Rd.
Kingsville, Texas 78363

Usage

FM 772 Meter			
Current Reading:	3/1/2022	215927	
Previous Reading:	2/1/2022	215927	
Current usage			0
Kingsville Meter			
Current Reading:	3/1/2022	605054	
Previous Reading:	2/1/2022	598034	
Current usage			7,020,000
Total Water Usage for Period	2/1/2022	to 3/1/2022	7,020,000
Total Water delivered			7,020,000
Ratio STWA to Total			100%
Contract Year to Date Usage ----- 38,593,000 gallons			

Water Rate (per thousand gallons)

Cost of Water from City of Corpus Christi (Total charges divided by total consumption):

Total charges	\$74,922.08	
Total consumption	35,050	
Cost of Water from City of Corpus Christi	\$	2.137577

				Amount Due
STWA Handling Charge	7,020,000 g @	\$ 0.426386	=	\$ 2,993.23
Corpus Christi Water Cost	7,020,000 g @	\$ 2.137577	=	\$ 15,005.79
Water Rate for current billing period		\$ 2.563963		

Cost of Water

7,020,000 gallons @ \$2.563963 per thousand gallons \$ 17,999.02

Total Due for Water Usage for period 2/1/2022 to 3/1/2022 **\$ 17,999.02**

Net Water Revenue - STWA	
Handling Charge	\$ 2,993.23
less Pumping Cost	- \$ 1,500.30
= Net Revenue	\$ 1,492.93

Payment Due within 30 days of Receipt of Invoice

Thank You!

For more information about the Authority, including information about the Authority's board and board meetings, please go the Comptroller's Special Purpose District Public Information Database located at

Brandon W. Barrera, President
Jose M. Graveley, Vice-President
Imelda Garza, Secretary-Treasurer
Rudy Galvan, Jr.
Frances Garcia

<https://spdpid.comptroller.texas.gov/> or the Authority's website www.stwa.org

(361) 592-9323 Or (361) 692-0337 (C.C. line)

Fax: (361) 592-5965

Kathleen Lowman
Joe Morales
Angela N. Pena
Patsy A. Rodgers
John Marez, Administrator

INVOICE

S22 - 035

March 17, 2022

Ricardo Water Supply Corporation
 2302 E. Sage Rd.
 Kingsville, Texas 78363

Description		Amount Due	
No. of Connections This Month:		1079	
1079	General Maintenance (per connection) @	\$ 5.65	\$ 6,096.35
1079	Read Meters (per connection) @	\$ 2.50	2,697.50
3	Sample Collection (per sample) @	\$ 40.00	120.00
<i>Billing Services for Month of:</i>			
<i>February, 2022</i>			
32	Final Notice Cards @	\$ 1.10	02/11/22 35.20
1089	Statements @	\$ 2.00	02/15/22 2,178.00
2	Meter Removal/Cancel Letters @	\$ 1.75	02/03/22 3.50
1079	Administration (per connection) @	\$ 6.00	6,474.00
3762	Copies @	\$ 0.10	376.20
	Postage		63.52
1	Developer analysis @	\$ 200.00	Silva Ranch 200.00
TOTAL			\$ 18,244.27

Payment Due by
 March 31, 2022

Thank You!

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 John Marez, Administrator

Invoice

S22-040

March 11, 2022

Ricardo Water Supply Corporation
 2302 E. Sage Rd.
 Kingsville, Texas 78363

Date	Description	Hours per pay period	Rate of Pay	Amount Paid
<u>October</u>				
10/8/2021	Elis Mendiondo	60.75	\$11.00	\$668.25
10/22/2021	Elis Mendiondo	59.75	\$11.00	\$657.25
<u>November</u>				
11/5/2021	Elis Mendiondo	53.50	\$11.00	\$588.50
11/19/2021	Elis Mendiondo	57.00	\$11.00	\$627.00
<u>December</u>				
12/3/2021	Elis Mendiondo	49.67	\$11.00	\$546.37
12/17/2021	Elis Mendiondo	60.00	\$11.00	\$660.00
12/31/2021	Elis Mendiondo	58.00	\$11.00	\$638.00
Total pay October, November, & December				\$4,385.37
Less 10% - STWA portion				<u>-\$438.54</u>
Total Part-time Employee pay due from NWSC & RWSC				\$3,946.83
Employer's Medicare Tax Contribution @ 1.45%				\$57.23
State Unemployment Tax @ 2.80%				\$110.51
				\$4,114.57
1/2 Due from NWSC				\$2,057.29
1/2 Due from RWSC				\$2,057.29

Payment Due by March 31, 2022

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 John Marez, Administrator

Invoice

S22-042

March 11, 2022

Ricardo Water Supply Corporation
2302 E. Sage Rd.
Kingsville, Texas 78363

Description	Amount Due
Reimburse for payroll expenses incurred with Stand By Pay for the period of October 6, 2021 through December 29, 2021 (See Attached Breakdown)	\$367.71

Payment Due by March 31, 2022

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Date	Employee	Amount	Retirement	Medicare	Total	1/3 Share
10/6/2021	Nigel Gomez	\$75.00	\$9.00	\$1.09	\$85.09	\$28.36
10/13/2021	Valentin Gonzales	\$75.00	\$9.00	\$1.09	\$85.09	\$28.36
10/20/2021	Victor Gutierrez	\$75.00	\$8.25	\$1.09	\$84.34	\$28.11
10/27/2021	Nigel Gomez	\$75.00	\$9.00	\$1.09	\$85.09	\$28.36
11/3/2021	Victor Gutierrez	\$75.00	\$8.25	\$1.09	\$84.34	\$28.11
11/10/2021	Valentin Gonzales	\$75.00	\$9.00	\$1.09	\$85.09	\$28.36
11/17/2021	Nigel Gomez	\$75.00	\$9.00	\$1.09	\$85.09	\$28.36
11/24/2021	Valentin Gonzales	\$75.00	\$9.00	\$1.09	\$85.09	\$28.36
12/1/2021	Victor Gutierrez	\$75.00	\$8.25	\$1.09	\$84.34	\$28.11
12/8/2021	Nigel Gomez	\$75.00	\$9.00	\$1.09	\$85.09	\$28.36
12/15/2021	Nicholas Hinojosa	\$75.00	\$9.00	\$1.09	\$85.09	\$28.36
12/22/2021	Victor Gutierrez	\$75.00	\$8.25	\$1.09	\$84.34	\$28.11
12/29/2021	Nicholas Hinojosa	\$75.00	\$9.00	\$1.09	\$85.09	\$28.36
		\$975.00	\$114.00	\$14.14	\$1,103.14	\$367.71

Invoice

S22-044

March 11, 2022

Ricardo Water Supply Corporation
 2302 E. Sage Rd.
 Kingsville, Texas 78363

Description	Amount Due
Quarterly reimburse for Fiber optic phone service through AT&T for the period of 09/19/2021 through 12/19/2021 (See Breakdown below)	\$305.50
Quarterly reimburse for Technology Support from High Touch for the period of 10/01/2021 through 12/31/2021 (See Breakdown below)	\$1,018.92
Total Due	\$1,324.42

Payment Due by March 31, 2022

Fiber Optic Phone Lines				
	STWA	NWSC	RWSC	Invoice
Oct-21	\$407.33	\$101.83	\$101.83	\$611.00
Nov-21	\$407.33	\$101.83	\$101.83	\$611.00
Dec-21	\$407.33	\$101.83	\$101.83	\$611.00
	\$1,222.00	\$305.50	\$305.50	\$1,833.00

**HIGHTOUCH
 Technology Support**

	Server Management & 2			Server Management & 3			Invoice		
	STWA	14 Email	NWSC	Offsite Backup	Email Filtering	RWSC		Offsite Backup	Email Filtering
Oct-21	\$257.72	\$28.00	\$216.14	\$117.50	\$4.00	\$216.14	\$117.50	\$6.00	\$963.00
Nov-21	\$257.72	\$28.00	\$216.14	\$117.50	\$4.00	\$216.14	\$117.50	\$6.00	\$963.00
Dec-21	\$257.72	\$28.00	\$216.14	\$117.50	\$4.00	\$216.14	\$117.50	\$6.00	\$963.00
Quarterly	\$773.16	\$84.00	\$648.42	\$352.50	\$12.00	\$648.42	\$352.50	\$18.00	
Total	\$857.16			\$1,012.92			\$1,018.92		

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 John Marez, Administrator

S22-046

Ricardo Water Supply Corporation
 2302 East Sage Road
 Kingsville, Tx 78363

DATE	DESCRIPTION	W.O. #	Invoiced to others	Due to STWA
2/2/22	Replaced broken meter box at acct. #897-Hernandez, Dean Lane.	6840	0.00	60.00
2/2/22	2nd customer service inspection at acct. #1292-Martinez, CR 1035. Passed inspection.	6841	50.00	50.00
2/4/22	Customer service inspection at acct. #1290-Keiper, PR 2187. Passed inspection.	6842	75.00	75.00
2/6/22	Weekend residual checks on rural system and read meters.	6843	0.00	122.50
---	***VOID***	6844	---	---
2/7/22	Leak repair at CR 2140, north side of road.	6845	0.00	930.00
2/10/22	Change service at acct. #1030-Rodriguez from 3" water line to 6" water line due to TxDot project, Hwy 77.	6846	0.00	370.00
2/10/22	TxDot Project: Exposed line at acct. #557-DeLaPaz to relocate tap to 6" water line. Found tap already on the 6" water line. Broke line in the process, repaired.	6847	0.00	300.00
2/10/22	TxDot Project: Exposed line at acct. #148-Ramos to relocate tap to 6" water line. Found tap already on the 6" water line.	6848	0.00	300.00
2/10/22	TxDot Project: Exposed line on CR 2155 & Hwy 77 and worked valves to determine if the 3" water line on CR 2155 is tied into the 6" water line. Found the 3" line to be inactive.	6849	0.00	120.00
2/13/22	Weekend residual checks on rural system and read meters.	6850	0.00	140.00
2/10/22	Meter removal due to non-payment at acct. #71-Olivarez, Olivarez Rd.	6851	60.00	60.00

DATE	DESCRIPTION	W.O. #	Invoiced to others	Due to STWA
2/14/22	Meter change-out due to malfunction at acct. #140-Vela, CR 2155.	6852	0.00	110.00
2/14/22	Customer service inspection at acct. #1282-Vela, CR 2210. Passed inspection.	6853	75.00	75.00
2/14/22	Customer service inspection at acct. #203-Fobes, CR 1020. Failed inspection.	6854	75.00	75.00
2/14/22	Meter reservice and customer service inspection at acct. #1293-Almeida, CR 2180. Failed inspection.	6855	185.00	185.00
2/15/22	Checked on possible leak at acct. #485-Bull, FM 772. Found leak and repaired.	6856	0.00	90.00
2/15/22	Regular hour call-out due to possible leak at acct. #720-Hernandez, CR 1046. Repaired leak at curb stop.	6857	0.00	60.00
2/15/22	Customer service inspection at acct. #1273-Garcia CR 2150. Passed inspection.	6858	75.00	75.00
2/17/22	Meter retrofit change-out at acct. #159-Cumberland, FM 772.	6859	0.00	110.00
2/17/22	Meter retrofit change-out at acct. #1132-Brown, CR 2140.	6860	0.00	110.00
2/17/22	Meter retrofit change-out at acct. #169-Jamison, CR 2140.	6861	0.00	110.00
2/17/22	Meter retrofit change-out at acct. #186-Jolly, CR 2140.	6862	0.00	110.00
2/17/22	Meter retrofit change-out at acct. #736-Utley, CR 2205.	6863	0.00	110.00
2/17/22	Meter retrofit change-out at acct. #385-Juarez, E FM 772.	6864	0.00	110.00
2/17/22	Meter retrofit change-out at acct. #664-Gonzalez, E FM 772.	6865	0.00	110.00
2/17/22	After hour call-out to PS #2, turned off pumps. Did not shut down using control panel switch.	6866	0.00	35.00
2/18/22	After hour call-out to PS #2, shut down, drain tower and bypass PS #2 w/ PS #1 for inspection of EST.	6867	N/C	N/C
2/17/22	2nd customer service inspection at acct. #1293-Almeida, CR 2180. Passed 2nd inspection.	6868	50.00	50.00

DATE	DESCRIPTION	W.O. #	Invoiced to others	Due to STWA
2/20/22	Weekend residual checks on rural system and read meters.	6869	0.00	122.50
2/21/22	Holiday residual checks on rural system and read meters.	6870	0.00	70.00
2/24/22	After hours unlock at acct. #883-Hamm Co., CR 1050.	6871	90.00	90.00
2/25/22	Replaced leaking curbstop at acct. #1290-Keiper, PR 2187.	6872	0.00	60.00
2/27/22	Weekend residual checks on rural system and read meters.	6873	0.00	140.00
2/28/22	February 2022 Regular hour unlocks at acct. #847-Varnell, #1236-Hernandez, #921-Gomez, #220-Pena, #753-De La Paz, #294-Telles, #339-Rodriguez.	6874	0.00	420.00
			Total Due STWA	\$ 4,955.00
			Amount Invoiced to Others	\$ 735.00

Payment due by March 29, 2022
Thank You!

RICARDO WATER SUPPLY CORPORATION
WATER LOSS COMPUTATION

January 10, 2022 through February 8, 2022

				Loss	
	11 Pump #1	22 Pump #2	33 Pump #3	Pump Station Totals	Kingsville & FM 772 Totals
+ STWA Mtr. Rdg. Totals	3,895,000	3,227,000	0	7,122,000	7,236,000
RWSC Billing Register	3,095,590	2,211,500	409,600	5,716,690	5,716,690
+/- Adjustments					
+ Haulers-unbilled	0			0	0
+Overflows		0		0	0
+Leaks		8,000		8,000	8,000
+Leaks on 14" line				0	0
+Fire Dept Use	6,600	41,000		47,600	47,600
+Unmetered Flushing	0	0	0	0	0
+Flushing	375,490	262,390	82,070	719,950	719,950
- = Accounted water	3,477,680	2,522,890	491,670	6,492,240	6,492,240
= = Water loss	417,320	704,110	(491,670)	629,760	743,760
% Water loss/gain	10.71%	21.82%	#DIV/0!	8.84%	10.28%

Register Routes:

11 - Pump #1

22 - Pump #2

33 - Pump #3

*The following leaks were repaired during this period.

01/27/22 - Max Underground struck on line on Hwy 77 & Chavez Rd - 8,000 gallons

Note: PS#3 is down and is being serviced by PS#1

RICARDO WATER SUPPLY CORPORATION
WATER LOSS COMPUTATION

February 8, 2022 through March 8, 2022

				Loss	
	11 Pump #1	22 Pump #2	33 Pump #3	Pump Station Totals	Kingsville & FM 772 Totals
+ STWA Mtr. Rdg. Totals	3,856,000	2,881,000	0	6,737,000	7,018,000
RWSC Billing Register	3,094,530	2,008,240	449,200	5,551,970	5,551,970
+/- Adjustments					
+ Haulers-unbilled	26			26	26
+Overflows/Inspections	115,000	126,000		241,000	241,000
+Leaks				0	0
+Leaks on 14" line				0	0
+Fire Dept Use	3,400			3,400	3,400
+Unmetered Flushing	0	0	0	0	0
+Flushing	154,870	35,790	6,450	197,110	197,110
- = Accounted water	3,367,826	2,170,030	455,650	5,993,506	5,993,506
= = Water loss	488,174	710,970	(455,650)	743,494	1,024,494
% Water loss/gain	12.66%	24.68%	#DIV/0!	11.04%	14.60%

Register Routes:

- 11 - Pump #1
- 22 - Pump #2
- 33 - Pump #3

*The following leaks were repaired during this period.

02/26/22 - PS #2 GST overflow/Tank Inspections - 1,000 gallons

02/27/22 - PS #2 Tank Inspections - 25,000 gallons

02/27/22 - PS #2 EST Inpection - 100,000

02/28/22 - PS #1 GST Inspections 15,000 gallons & EST Inspection 100,000 gallons

Note: PS#3 is down and is being serviced by PS#1

ATTACHMENT 3

Credentials Committee

Memo

To: Ricardo Water Supply Corporation Board of Directors
From: John Marez, Administrator
Date: April 22, 2022
Re: Appointment of Credentials Committee

Background:

Certain required steps are involved with regards to Annual Membership Meetings and Election of a Board. Election of officers is scheduled to occur immediately after the Annual Membership meeting. The appointment of the Credentials Committee is another item that occurs immediately after the Annual Membership Meeting.

Analysis:

The Credentials Committee should be three (3) persons and the committee should be appointed during the first business meeting after the Annual Meeting. The procedures state that the Secretary-Treasurer is a member of the committee, unless the newly elected Secretary-Treasurer is a position that is up for election in 2022. This would be the case if Oliver Hinojosa is re-elected as Secretary-Treasurer since his term expires in 2022. As such, another Board Officer should be appointed. The second person appointed should be another Board member. The third person should be a member of the Corporation, which would be a customer that has executed a Service Agreement.

Staff Recommendation:

Appoint the newly elected Secretary-Treasurer (if allowed), another Board member and a person that is a member of the Corporation.

Board Action:

Determine which persons to appoint.

Summarization:

Appointment of a Credentials Committee should ensure that the Corporation is making an effort to comply with the election procedures.

ATTACHMENT 4

TxDOT Upgrades

No memorandum is included. Update will be provided at the meeting.

ATTACHMENT 5

Rural Water Impact Website

Memo

To: Ricardo Water Supply Corporation Board of Directors
From: John Marez, Administrator
Date: April 8, 2022
Re: Update and possible action on RWSC Website Design

Background:

The RWSC along with the STWA and NWSC have approved contracts with Rural Water Impact to design and create new websites that are user friendly and allow for better access to important corporation documents and updates. In addition, the new website allows for customers and the public to sign up for emergency or special messaging alerts for water issues, severe weather events, office closures and other important messaging that must be shared immediately.

The RWSC new website is live and found at our current web address: www.ricardowsc.com

Analysis:

With your previous approval to authorize RWI's services for a new website the board requested an opportunity to have a final approval once the site was fully functional.

Staff Recommendation:

Since approval for the website was already approved no action is needed unless a majority of the board wishes to revert back to the previous site. Approve a motion to allow Rural Water Impact provide the website design services for the RWSC and match the STWA design as well. Should all three corporations use this company a slight discount will be provided on the year one cost as listed earlier.

Board Action:

No action is required, for review purposes.

Summary:

Staff believes this new website is an upgrade to our previous site. The annual cost of approximately \$700 has already been approved and yearly renewals are estimated at only \$500.

ATTACHMENT 6

Tariff Amendment

Memo

To: Ricardo Water Supply Corporation Board of Directors

From: John Marez, General Manager

Date: April 22, 2022

Re: Proposed Tariff Amendment – Section (E 13) Due Dates, Delinquent Bills, & Service Disconnection Date

Background:

In response to the COVID19 pandemic the board directed staff to ratify the RWSC Tariff to adjust lockouts for customers having difficulty paying their water bill on time. During the April 2020 and May 2021 board meetings, staff brought forth options for the Tariff to adjust the deadlines for disconnections for non-payment. Now that COVID19 is less of a strain on the economy and individuals, staff is bringing this item back for review to allow for a return to our original standard operating procedures and timeframe for customer disconnection for non-payment.

Analysis:

The current billing process for payment is as follows:

- A bill is generated (Month 1)
- The bill is due the following month on the 10th for RWSC
- If the bill is not paid by each corporation's respective date, a late fee (\$5.00) will be added.
- A second bill is generated (Month 2)
- A second late fee is added on the 10th of the following month.
- A delinquent notice is generated immediately after the second late fee is assessed, advising the customer that service will be disconnected in approximately 2 weeks. The notice will have the amount needing to be paid to re-establish service.

The original billing process (pre-COVID) for payment was as follows:

- A bill is generated (Month 1)
- The bill is due the following month on the 10th for RWSC
- If the bill is not paid by each corporation's respective date, a late fee (\$5.00) will be added.
- A delinquent notice is typically generated the next day
- The delinquent notice is sent giving the customer 2 weeks prior to being disconnected. The notice advises the customer that a (\$60) service charge fee will be added before 4pm and (\$90) after 4pm of the final disconnection date.
- After this most recent notice, a second bill (Month 2) was generated. The customer's service is reestablished if they pay the past due bill, the late charge that was assessed, and the \$60 service charge fee.

Staff Recommendation:

Approve the recommended tariff amendment which allows a return to the original timeframe a customer is disconnected for non-payment.

Board Action:

Determine whether to approve the recommended tariff amendments which will allow return to the original timeframe a customer is given prior to being disconnected for non-payment.

Summary:

This recommendation comes from staff feedback that returning our disconnection for non-payment to original timeframe reflects that COVID19 no longer presents as significant of a financial strain as it once did at the beginning of the pandemic.

- D. Delinquency in payment for service by a previous occupant of the premises to be served;
- E. Failure to pay for materials or charges for non-utility service provided by the Corporation.
- F. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill;
- G. Failure to pay for the restoration of a tap removed by the utility at its option or removed as the result of tampering or delinquency in payment by a previous customer;
- H. Failure to comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with septic tank regulations.

11. Deferred Payment Agreement. The Corporation may offer a deferred payment plan to a Member who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement.

12. Charge Distribution and Payment Application.

- A. The Minimum Monthly Charge or the Reserved Service Charge is applied from the twelfth day of the month to the twelfth day of the next month. Charges shall be prorated for meter installations and service terminations falling during the calendar month. Billings for this amount shall be mailed on or about the 13th of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.
- B. Gallonage Charge, defined as water usage in excess of the water allotment included in the Minimum Monthly Charge, shall be billed at the rate specified in Section G, and shall be billed in one thousand (1000) gallon increments. Water charges for usage exceeding the monthly allotment are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.
- C. Posting of Payments -- All payments shall be posted against previous balances prior to posting against current billings.

13. Due Dates, Delinquent Bills, and Service Disconnection Date. The Corporation shall mail all bills on or about the 15th of the month. All bills shall be due by the date indicated on the bill (allowing approximately twenty five (25) days to pay), after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid by the due date. Payments made by mail will be considered late if not received in the Corporation's mail receptacle on or before due date. Payments made by drop box will be considered late if not received in the Corporation's office before the due date or by 4:59 pm on the due date. Payments made using the computer online service will be considered late if not made by the customer by 4:59 pm on the due date. Lockout notices will be sent immediately or as soon thereafter as possible following the due date. Lockout notices shall be mailed allowing seven (7) additional days for payment prior to disconnection. The seven (7) additional days shall begin on the day the lockout notice is deposited with the U.S. Postal Service with sufficient postage. If the due date for the regular billing is on a weekend or holiday, the due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. Payment must be received whether made in person, drop

RWSC

box, U.S. Postal Service or using the online computer service by 4:59 pm on the business day before the actual disconnection date in order to avoid incurring a service charge/cutoff fee.

14. Rules for Disconnection of Service. The following describes the rules and conditions for disconnection of service:

A. Disconnection With Notice -- Water utility service may be disconnected for any of the following reasons after proper notification has been given:

- (i) Returned Checks -- In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service
- (ii) Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement;
- (iii) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
- (iv) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
- (v) Failure to provide access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify.
- (vi) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
- (vii) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.

B. Disconnection Without Notice -- Water utility service may be disconnected without notice for any of the following conditions:

- (i) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law 4477-1, or there is reason to believe a dangerous or hazardous condition exists and the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition;
- (ii) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of services for nonpayment; and

Memorandum

To: Ricardo Water Supply Corporation Boards of Directors
From: Carola G. Serrato, General Manager
Date: May 5, 2021
Re: Post COVID-19 Lockout Procedures

Background:

As requested during the last board meeting, staff has been in contact with Logics/Edmunds GovTech regarding the capabilities or possible limitations of the billing system to: (1) either issue more than one delinquent notice or forgo issuing the 1st month's delinquent notice (2) continue to charge late fees for more than one month if the first month's delinquency does not result in a disconnection service fee and (3) produce an arrears list for only those accounts with two (2) past-due bills.

As you can see from the attached email to legal counsel Bill Flickinger, the COVID procedures have allowed for three bills to be generated resulting in a pay plan letter followed by a disconnection notice if there is not a response to the pay plan offer. The pre-COVID procedures allowed for one (1) month to be past-due resulting in a delinquency notice giving approximately two (2) weeks before service is disconnected. The proposed procedures will allow two (2) months to be past-due resulting in a delinquency notice giving approximately two weeks before service is disconnected.

Analysis:

All of the factors listed in last month's memo still apply:

- The shorter time frame for lockouts was adopted due to issues with the previous billing system.
- The shorter time-frame resulted in the number of lockouts increasing -- in some months dramatically.
- More lock-outs did not translate to the Corporation's revenue increasing since STWA charges the Corporation the same amount charged to the customer.
- The modified COVID procedures significantly reduced the number of lockouts.
- With regards to bad debt, there were no significant impacts.
- The pre-COVID number of lockouts were extremely time-consuming from a man-hour perspective that affected not only field personnel but office staff, including management.

Staff Recommendation:

Approve the recommended tariff amendments which will allow additional time before a customer is disconnected for non-payment.

Board Action:

Determine whether to approve the recommended tariff amendments which will allow additional time before a customer is disconnected for non-payment.

Summarization:

To be clear, staff's recommendation is not about allowing customers to "take advantage of the system." It is about efficiency of man-hours and improving staff's working conditions with the added benefit of consideration for your fellow corporation members.

ATTACHMENT 7

Updating of Customer Contact Information

No memorandum is included in the packet.

ATTACHMENT 8

Development Contract – Silva Ranch Subdivision

WATER SUPPLY AND DEVELOPMENT CONTRACT

THE STATE OF TEXAS §

COUNTY OF KLEBERG §

THIS CONTRACT, is between the Ricardo Water Supply Corporation, A Texas non-profit corporation, (hereinafter called RWSC) and Cesar E. Silva., (hereinafter called Developer).

WITNESSETH:

WHEREAS, RWSC has a contract with South Texas Water Authority, a governmental agency, conservation and reclamation district and body politic and corporate, to obtain water for supply to areas which lie outside of the jurisdictional limits of the other existing incorporated cities, water districts, or other municipal corporations which lie within the boundaries of South Texas Water Authority; and

WHEREAS, the South Texas Water Authority has an agreement dated October 14, 1980, with the City of Corpus Christi to obtain treated water from the City of Corpus Christi which gives the South Texas Water Authority the capacity to serve customers lying within the established boundaries of the South Texas Water Authority; and

WHEREAS, both RWSC and Developer recognize the terms of this contract are subject to all the terms and conditions of the contract between the City of Corpus Christi and South Texas Water Authority as well as the contract between South Texas Water Authority and RWSC, and incorporate the terms of each of said contracts by reference into the instant contract; and

WHEREAS, Developer desires to obtain a commitment from RWSC to supply water to a subdivision, as hereinafter described, which Developer has platted; and RWSC desires to supply water to such subdivision under the terms and conditions as hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, RWSC agrees to supply water under the terms and conditions and for the considerations hereinafter set forth, to-wit:

1. From and after the effective date of this agreement specified in paragraph 5 below, Developer shall have the right to have water supplied to Developer's subdivision by RWSC in Kleberg County, Texas at a point described and depicted in Exhibit "A", attached hereto and incorporated herein by reference.
2. Water provided by RWSC shall be exclusively used within the service area described in Exhibit "A", referred to above. Developer warrants and certifies that the described area within which said subdivision lies neither wholly nor partially within the jurisdictional area of an existing city, municipal corporation, water improvements district or water control and improvement district which have a prior right to supply water to the subdivision, but are situated completely within the boundaries of South Texas Water Authority and within the area served by RWSC.
3. RWSC makes no guaranty that water will be available at any particular time or place; it being fully understood by both parties hereto that the ability of RWSC to supply water is subject to its contract with South Texas Water Authority which is subject to South Texas Water

Authority's contract with the City of Corpus Christi for the supply of water, all terms of both agreements being herein incorporated by reference, and that this instrument is merely an agreement to allow withdrawal of water from the system operated by RWSC, when and if same is present and available.

4. As a precedent to RWSC having a duty to supply water to Developer's subdivision,

Developer must:

- (a) meet all flood plain, platting and subdivision requirements of the contract between the City of Corpus Christi and South Texas Water Authority and the contract between South Texas Water Authority and RWSC as well as local city, county, state or federal ordinances or laws and by the Federal Grant and Loan Agreements of which South Texas Water Authority and RWSC are subject as shall be specified by RWSC;
- (b) make a deposit sufficient as determined solely by RWSC, to pay for the oversizing of the line(s) and/or increased pumping capacity necessary to service the subdivision as reasonably required when fully developed as platted; such deposit to be made prior to the servicing of said subdivision. Upon Developer having met all requirements, including payment for the increased capacity of the water system as stated hereinabove, RWSC shall have the duty to provide water to the subdivision to the extent of the increased capacity, as needed by the subdivision. If at the end of seven (7) years from the date water service first became available to the subdivision, such increased capacity is not being fully utilized for service of the subdivision, from such

time RWSC, South Texas Water Authority or the respective assigns of either, shall have the right to allocate the use of such excess capacity for other customers.

Developer, during such seven (7) year period shall not be entitled to the exclusive use of such increased capacity unless or until all of the increased capacity is actually required in order to serve the subdivision or development.

(c) submit for RWSC review and approval, all plans and specifications for water improvements within the development prior to construction. The Developer shall conform with all material and construction specifications of South Texas Water Authority and RWSC for water system improvements within the development prior to construction.

(d) notify RWSC prior to the beginning of construction of the water distribution system within the subdivision so that RWSC may inspect the work in progress.

(e) upon completion of construction of the water distribution system within the subdivision, submit as-built drawings and dedicate the water system improvements and an easement twenty feet (20') in width (or ten feet [10'] if the easement is adjacent to a public road or street) conforming to the outlines of the water distribution system as reflected by the said plat and as-built drawings, to RWSC or its assigns after final inspection and approval by an authorized representative of RWSC.

5. This agreement shall not be considered effective or a binding obligation against RWSC until Developer has made all deposits and met all requirements called for by this Agreement.

6. Subject to Developer's duty to pay for the increased capacity of the line as stated hereinabove, RWSC will provide water service to the boundary line of the subdivision. Developer shall be financially responsible for the construction of the water distribution system within the subdivision.

7. RWSC will neither accept the dedication of the water system improvements nor provide water to the subdivision unless at the time of the dedication by Developer, Developer also submits to RWSC on forms supplied by RWSC, an affidavit executed by each contractor and subcontractor who has either supplied materials or labor to Developer for the construction, that contractor or subcontractor has been paid for the work performed, as well as an affidavit by Developer that Developer has paid for all work and materials supplied for the construction of the water system improvements.

8. Developer shall have no right to sell water to purchasers of lots within the subdivision and understands and agrees that each property owner within the subdivision will sign an individual water service contract with RWSC, or its assigns, before water service will be provided to the property owner desiring service.

9. Any expansion of the subdivision beyond the boundaries as shown by the plat attached hereto as Exhibit "B" will require that the Developer enter into a new water supply and development standards contract with RWSC, or its assigns, containing generally the same provisions as the instant contract.

10. RWSC reserves the right to designate the point at which Developer will have the right to tie into the RWSC water system.

11. In further consideration of RWSC's agreement to provide water to the boundary line of the subdivision, Developer warrants and covenants that:

a. Developer is the owner of record of the land described in the plat attached hereto as Exhibit "B".

b. The name of the subdivision is Silva Ranch Subdivision.

c. The entire land contained within the subdivision and for which Developer enters into this Water Supply and Development Contract is described on a subdivision plat attached hereto as Exhibit "B".

d. The land contained within the subdivision is held by Developer under deed recorded in the Deed Records of the Kleberg County Clerk's office as follows: July 7, 2021
Warranty Deed File No. 326724.

e. All taxes which are liens on the land at the date hereof have been paid.

f. There (are) ~~(are not)~~ any encumbrances or liens against the land. (Specify encumbrances, if any.) List Lien holder(s).

12. Developer will indemnify and save RWSC harmless from any and all claims or demands whatsoever to which RWSC may be subjected by reason of any injury to any person or damage to any property resulting from or in any way connected with any and all actions and activities (or failure to act) of Developer under this contract. Developer shall be solely responsible for obtaining any permits or easements for the use of land owned by others, if necessary for the construction and installation of the water system improvements within the subdivision. However, nothing in this agreement shall be construed as authorizing Developer to obligate RWSC in any manner related to the installation and construction of any equipment, materials or water system improvements either within or without the subdivision. Developer further hereby releases RWSC and agrees to hold it harmless from any and all claims that Developer has or may have against RWSC for any reason whatever resulting from the agreement to use water obtained from RWSC, and RWSC makes no representation as to the quality of such water, other than it shall be potable.

13. No assignment of this agreement in whole or in part for any purpose shall be made or granted by Developer without the prior written consent of RWSC.

14. This contract may be changed or modified only with the written consent of Developer and the governing body of RWSC. Such modification may be requested by either party, but shall not in any event be effective until approved by the Board of Directors of RWSC.

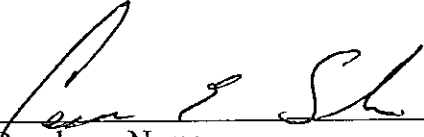
15. This contract shall be subject to all valid rules, regulations and laws applicable hereto, past, or in the future, promulgated by the United States of America, the State of Texas, and any

other governing body or agency having lawful jurisdiction, or any authorized representative or agency of them.

16. If RWSC should be prevented, wholly or in part, from fulfilling its obligation to supply water to the boundary of the subdivision, by reason of any act of God, unavoidable accident, acts of enemy, strikes, fires, floods, conservation of water for those with superior and legal rights to such water, governmental restraint or regulation, or other causes of force majeure, or by reason of circumstances reasonable beyond its control, then the obligation of RWSC to deliver water to Developer's subdivision, as hereinabove provided, shall be temporarily suspended during continuation of such force majeure. No damage shall be recoverable by Developer from RWSC by reason of the temporary suspension of delivery of water due to any of the causes above mentioned. If RWSC's obligations shall be affected by any such causes, RWSC shall promptly notify Developer in writing, giving full particulars of such force majeure as soon as possible after the occurrence of the cause or causes relied upon.

17. It is agreed by the parties hereto that this instrument contains in writing all of the agreements between the parties hereto and nothing (except those things required by law) not incorporated herein or by reference shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in several counterparts, each a copy of which so executed shall be considered as an original by the respective duly authorized representatives, this the 25th day of March, 2022.

BY:  _____
Developer Name
DEVELOPER

Ricardo Water Supply Corporation

BY: _____
Baldemar Garcia, President

Exhibit "A"

Property Description-Metes and Bounds

A 14.50 acre, more or less, tract of land, out of a 154.25-acre tract conveyed to Cesar Silva, recorded in, Warranty Deed File No. 326724, Dated July 07, 2021, and being more particularly described as follow:

BEGINNING at a found iron pin on the east right-of-way line of North County Road 1060, being the southwest corner of Charles A. DeYoung, V.475, Deed Records of the Kleberg County, Texas and the northwest corner of the said 154.25 are tract and hereof.

THENCE, N 89°03'22" E, along the south line of said Charles A. DeYoung, a distance of 255.00 feet, to a set iron pin for the northeast corner hereof;

THENCE, S 00°46'05" E, a distance of 2,490.72 feet, to a set iron rod for the southeast corner hereof;

THENCE, S 89°06'28" E, a distance of 255.00 feet, to a set iron rod on the east right-of-way line of North County Road 1060, for the southwest corner of hereof;

THENCE, N 00°46'05" W, along the east right-of-way line of North County Road 1060, a distance of 2,490.49 feet, to the Point of Beginning of this 14.97 acre, more or less tract.

ATTACHMENT 9

Resolution 22-03

RICARDO WATER SUPPLY CORPORATION

Resolution 22-03

RESOLUTION AUTHORIZING THE RICARDO WATER SUPPLY CORPORATION
PRESIDENT TO ENTER INTO A WATER SUPPLY AND DEVELOPMENT
CONTRACT WITH CESAR E. SILVA, DEVELOPER.

WHEREAS, Cesar E. Silva has approached the Corporation requesting that water service be provided to Silva Ranch Subdivision, and

WHEREAS, Cesar E. Silva has met Kleberg County subdivision requirements and has paid the pro rata share of the improvements to the Corporation's water system to service the subdivision, and

WHEREAS, it is in the Corporation's best interest to enter into this Development Contract with Cesar E. Silva.

NOW, THEREFORE, BE IT RESOLVED that the Ricardo Water Supply Corporation hereby authorizes the Board President to execute a Water Supply and Development Contract with Cesar E. Silva, Developer, on behalf of the Corporation.

Duly adopted this 28th day of April, 2022.

BALDEMAR GARCIA, PRESIDENT

ATTEST:

OLIVER HINOJOSA, SECRETARY/TREASURER

ATTACHMENT 10

Auditor Services

Memorandum

To: Ricardo Water Supply Corporation Board of Directors
From: John Marez, Administrator
Date: April 22, 2021
Re: Engagement Letter-John Womack and Company

Background:

Revision of Letter of Engagement for Auditing Services with John Womack & Company, P.C. for fiscal year ending December 31, 2021.

Analysis:

Last year's engagement letter quoted a cost of \$5,575 for the external audit. A ratification is needed in order for additional services provided by Womack and Company.

Staff Recommendation:

Accept the ratification of the Letter of Engagement for Auditing Services with John Womack & Company, P.C. for fiscal year ending December 31, 2021. Review the letter outlining the various factors of the external audit including Communication, Independence, The Audit Planning Process, The Concept of Materiality in Planning and Executing the Audit, Our Approach to Internal Control Relevant to the Audit, and Timing of the Audit and instruct staff to reflect that the letter was reviewed in the meeting's minutes.

Board Action:

Determine whether to accept the engagement letter for FY 2021 audit services. The actual cost will not be available until after the official posting of the agenda.

Summary:

The accountants of John Womack and Company were required to provide the RWSC with additional services not added in their previous quote. Due to previous software changes and the need to provide additional time with our Finance Manager reviewing our documents and files is what has lead to a ratification of services provided.

ATTACHMENT 11

Legal Assistant Fees

Memorandum

To: Ricardo Water Supply Corporation Board of Directors
From: John Marez, Administrator
Date: April, 22, 2022
Re: Change to Hourly Rate for Legal Assistants of Willatt & Flickinger

Background:

On April 1, 2022 I received an email from our legal counsel's office, Willatt & Flickinger, regarding a change in their hourly rate structure for Legal Assistant services. Since May 2020, the Willatt & Flickinger Law Firm has charged our organization an hourly rate of \$115 while other firms from the Austin area (W&F are located in the Austin area) are billing up to \$220 per hour for comparable services. W&F advised me through a letter (attached) that a new hourly rate of \$155 per hour will begin effective May 1, 2022. This mid-Fiscal Year change will have an impact on our current year and future budgets but will also depend on the frequency and use of legal assistant services.

Analysis:

The current budget cycle allows for some flexibility of changes in services and products provided to the RWSC. This increase in price matches similar request brought forward to the board for supplies, materials and services over the last 6 months and prior; mainly as a result of the impact of COVID19 particularly in regards to the national economy.

Staff Recommendation:

Confer with staff to accept these changes and provide a future budget that takes this price increase into consideration for the next budget adoption.

Board Action:

Determine whether to accept these proposed changes.

Summary:

By accepting this letter, the RWSC agrees to the increased services fees for Legal Assistant with Willatt & Flickinger. It is advised to continue our legal services contract and by default accept this moderate but reasonable fee increase.

WILLATT & FLICKINGER, PLLC
ATTORNEYS AT LAW

12912 HILL COUNTRY BLVD., SUITE F-232 · AUSTIN, TEXAS 78738 · (512) 476-6604 · FAX (512) 469-9148

April 1, 2022

VIA EMAIL ONLY

Mr. John Marez
General Manager
Ricardo Water Supply Corporation
2302 E. Sage Road
Kingsville, Texas 78363

Re: Change in Hourly Rate for Legal Assistants of Willatt & Flickinger, PLLC

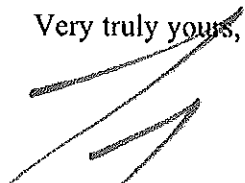
Dear John:

We have been charging the Corporation the same legal assistant rate of \$115.00 per hour since May 2020 and have determined an increase is necessary. Other law firms in Austin are billing up to \$220.00 per hour for legal assistants for similar work.

I am writing to advise that the hourly fee our firm charges for our legal assistants will increase to \$155.00 per hour for all work performed on and after May 1, 2022.

Thank you.

Very truly yours,



Bill Flickinger

BF/an

cc: Ms. Jo Ella Wagner (Via Email Only)
Finance Manager
Ricardo Water Supply Corporation
2302 E. Sage Road
Kingsville, Texas 78363

ATTACHMENT 12

Part-Time Accountant Assistant

Memorandum

To: Ricardo Water Supply Corporation Board of Directors
From: John Marez, Administrator
Date: April 22, 2022
Re: Discussion and Possible Action of Part-Time Accountant Assistant

Background:

From the start of my tenure with the STWA and both Water Supply Corporations, I observed the need to separate the Accountant Assistant responsibilities from our New Accounts position based on the increasing volume of work that each position requires, especially regarding new residential and commercial accounts in the RWSC.

Our Finance Manager agreed with my assessment since she relies on the Accountant Assistant to provide accurate data to meet the time frames of providing reports, coordinate with auditors and manage bookkeeping for the Ricardo Water Supply Corporations, STWA and NWSC. Based on my observations in January 2022 I recommended to the STWA Board the need to create a stand-alone, part-time Accountant Assistant to meet the growing needs of bookkeeping. At the February 22nd meeting, the STWA board authorized the creation of this position to provide direct support for the Finance Manager. The fixed amount approved by their board and from their own budget is valid through the end of the STWA fiscal year (September 30th) and will have to be added and adopted to the FY 2022/2023 budget should this particular position continue.

Analysis:

By creating this separate position, it allows for one person to focus solely on accounts and assist our Finance Manager with other duties related to keeping a precise accounting of our financial assets. The salary for this position was exclusively by STWA fund balance from their current FY 2021/22 budget.

Staff Recommendation:

Support this position and determine during the next RWSC budget to include this position with funding to allow for further timely support of our finances and Finance Manager.

Board Action:

Determine whether to adopt support now or in the future for consideration of RWSC funds to account for part of the Accountant Assistant salary.

Summary:

By committing now to this position that allows for all three organizations to properly plan through their respective budgets for a fully funded position. Since the Accountant Assistant is only funded through the end of the STWA's budget cycle (September 30, 2022) each organization can determine determining the worth to supplement this salary for the remainder of this or next year's budget.

ATTACHMENT 13

Kleberg County Human Services Low Income Household Water Assistance Program

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)
"WATER PROVIDER AGREEMENT"

PURPOSE. The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services).

The Water Services Provider (Water Provider or Vendor), agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Water Provider continues to provide Water Services. The Water Assistance Provider (Agency), agrees to make payments only for eligible LIHWAP clients.

PARTIES. This Water Provider Agreement is by and between:

Kleberg County Human Services

Water Assistance Provider (Agency)

Ricardo Water Supply Corporation

Water Services Provider (Water Provider)

The Agency and Water Provider are each a Party to the Water Provider Agreement and collectively known as the Parties.

Water Provider and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

Kleberg County, City of Kingsville

WATER SERVICES. Water Services provided and billed by Water Provider:

- Water Fees
- Stormwater Fees
- Wastewater
- Sewer Fees
- Groundwater Fees
- Other: _____

TERM. This Water Provider Agreement shall be effective from the 28th day of April, in the year 2022, for a period not to exceed one year from the effective date, although the Parties can agree in writing to extensions for up to one additional year. Either Party may terminate this Water Provider Agreement by written notice. Such written notice of termination shall not affect any obligation by either Party incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Ricardo Water Supply Corporation

(Water Provider Name)

2302 E. Sage Rd., Kingsville, Texas 78363

(Water Provider Mailing Address)

(Water Provider Certificate of Convenience and Necessity # (CCN))

Ricardo Water Supply Corporation

(Agency Name)

2303 E. Sage Rd., Kingsville, TX 78363

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency named above represents and warrants to Water Provider that it is an entity under contract with the Texas Department of Housing and Community Affairs (TDHCA) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Water Provider that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

WATER PROVIDER'S REPRESENTATIONS. The Water Provider named above represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

Both parties acknowledge that this Water Provider Agreement and the services provided by the Water Provider are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

AMENDMENTS. Any and all amendments to this Water Provider Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

WATER PROVIDER'S RESPONSIBILITIES. Water Provider will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP client with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC".
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, as stated in the client's Disconnect Notice as required by PUC regulations, nothing in this agreement requires the Water Provider to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Water Provider's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve

months of billing history and usage is available. Water Provider will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency forty-five days from the date of pledge for assistance payment to forward payment to the Water Provider. Water Provider agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Water Provider is provided with a verbal or signed pledge from the Agency within forty-five days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Water Provider concerning how the eligible LIHWAP client will pay the balance owed Water Provider and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Water Provider shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Water Provider Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- Water Provider's application materials should include language that authorizes the Water Provider to release the applicant's information as described below to the Agency, Texas Department of Housing and Community

Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Water Provider to release this information to the Agency.

AGENCY RESPONSIBILITIES. The Agency will:

- Accept written referrals for LIHWAP benefits by the Water Provider, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Water Provider, at Water Provider's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Water Provider. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Water Provider without having adequate funds to pay such payments.
- Provide payment to the Water Provider after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Water Provider Agreement, upon full compliance by the Water Provider with the terms herein within 45 days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Water Provider.
- Provide Water Provider a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Water Provider.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

CONFIDENTIALITY. The terms of any confidential transaction under this Water Provider Agreement or any other information exchanged by the Agency and Water Provider relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Water Provider, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third Party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Water Provider Agreement).

Authorized Water Provider Signature

Date

Typed Name of Authorized Signature

Title

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Water Provider Telephone Number

Water Provider Email Address

Authorized Agency Signature

Date

Typed Name of Authorized Signature

Title

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Agency Telephone Number

Agency Email Address