# **RIVER PLANTATION MUNICIPAL UTILITY DISTRICT**

# NOTICE OF PUBLIC MEETING

Notice is hereby given to all interested members of the public that the Board of Directors of the captioned district will hold a public meeting at **610 River Plantation Drive**, **Conroe, Texas 77302.** 

The meeting will be held at 6:30 p.m. on Thursday, May 22, 2025.

The subject of the meeting is to consider and act on the following:

- 1. Minutes of the meeting(s) of Board of Directors
- 2. Receive comments from the Public
- 3. Sale of \$8,050,000 Unlimited Tax Bonds, Series 2025
  - a. Open Bids and Order Awarding Sale of Bonds
  - b. Approve Bond Order for Sale of Bonds
  - c. Approve Official Statement
  - d. Approve Paying Agent Agreement
  - e. Approve certificates, resolutions, orders, and all documents necessary to complete approval, registration and delivery of Series 2025 Bonds and authorize President, Secretary and consultants to take all actions necessary to complete approval, registration, and delivery of Series 2025 Bonds
- 4. Financial and bookkeeping matters including:
  - a. Bookkeeper's report
  - b. Tax Assessor-Collector's report
  - c. Review of investments
  - d. Payment of District bills
- 5. Park maintenance matters
- 6. Operator's Report
- 7. Engineer's Report
- 8. Proposal for cyber security coverage
- 9. Policy for Recording Meetings and Posting of Recordings
- 10. Violation of District rules; Public hearing for violation of District rules and damage to District property; assessment of penalties
- 11. Executive (closed) Session Pursuant to Texas Government Code Chapter 551 as necessary
- 12. Litigation Related to Damage to District Water Facilities by Tachus and Associated Contractors
- 13. Pending business



J. Davis Bonham, Jr., Attorney for the District

#### RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Order Awarding Sale of Bonds

The Board of Directors (the "Board") of River Plantation Municipal Utility District

(the "District") met at a regular meeting at the District's regular meeting place on May 22, 2025,

with a quorum of Directors present as follows:

Julie Gilmer, President Timothy Goodman, Vice President Thomas Vandever, Treasurer Karl Sakocius, Secretary

and the following were absent:

Mark V. Denham, Assistant Secretary

when the following business was transacted:

The order set out below was introduced for consideration of the Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion carried by the following vote:

> Ayes: All directors shown present. Noes: None.

The order thus adopted is as follows:

Be it ordered by the board of directors of River Plantation Municipal Utility District that to enable the District to proceed with its improvement program for the purposes of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and for paying fees or charges to any regional water authority or similar entity for charges or contributions lawfully levied on the District, pursuant to the bid of \_\_\_\_\_\_ (the "Purchaser"), which bid was accepted by said Board after publication of the Official Notice of Sale of District's bonds and after the taking of public bids therefor, and which bid contained the best terms and the best possible price for said bonds, that there be sold to Purchaser for \_\_\_\_\_% of par, or \$\_\_\_\_\_(yielding a net effective interest rate of \_\_\_\_\_% per annum), the following described bonds (the "Bonds"):

\$8,050,000 River Plantation Municipal Utility District Unlimited Tax Bonds, Series 2025, dated June 1, 2025, ordered to be issued by a bond order adopted on May 22, 2025, bearing interest as provided in said bond order which is payable on March 1, 2026, and semiannually thereafter on September 1 and March 1 of each year until the Bonds are paid.

At the request of the Purchaser, the Initial Bond shall be registered in the name of

CEDE & Co., as nominee for the Depository Trust Company, New York, New York.

The Bonds shall be delivered to the Purchaser upon the payment of said purchase

price, subject to the unqualified approving opinion of the Attorney General of Texas and the

unqualified approving opinion of Smith, Murdaugh, Little & Bonham, L.L.P., Houston, Texas.

Delivery is to be made directly to said Purchaser at a bank agreeable to both District

and Purchaser.

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Passed and adopted, this May 22, 2025.

# JULIE GILMER

President

ATTEST:

KARL SAKOCIUS

Secretary

I, the undersigned Secretary of the board of directors of River Plantation Municipal Utility District, hereby certify that the foregoing is true and correct copy of the order dated May 22, 2025, by the board of directors of the District awarding the sale of the District's \$8,050,000 Series 2025 Bonds, and of the minute entry made at said Board's regular meeting on the date showing the adoption of said order, as said order and minutes appear of record in the official minute book of the Board, on file in the District's office.

I further certify that said meeting was open to the public and that notice thereof was posted in compliance with the provisions of Tex. Gov't. Code Ann. §551.001 et seq.

Witness my hand and the seal of the District, this May 22, 2025.

Secretary



# RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

# Bond Order

The Board of Directors (the "Board") of River Plantation Municipal Utility District

(the "District") met at its regular meeting place on May 22, 2025, with the following Directors

present:

Julie Gilmer, President Timothy Goodman, Vice President Karl Sakocius, Secretary Thomas Vandever, Treasurer Mark V. Denham, Director

and the following directors were absent:

None

when the following business was transacted:

The order set out below (the "Bond Order") was introduced for consideration of the

Board. It was then moved and seconded that said order be adopted; and, after due discussion, said

motion carried by the following vote:

Ayes: All directors present

Noes: None

The order thus adopted is as follows:

ORDER AUTHORIZING ISSUANCE OF \$8,050,000, RIVER PLANTATION MUNICIPAL UTILITY DISTRICT UNLIMITED TAX BONDS, SERIES 2025; PRESCRIBING THE TERMS, PROVISIONS, AND FORM THEREOF; PROVIDING FOR THE PAYMENT THEREOF AND INTEREST THEREON; AWARDING THE SALE OF THE BONDS; APPOINTING PAYING AGENT/REGISTRAR; AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENT THERETO.

BE IT ORDERED BY THE BOARD OF DIRECTORS OF RIVER PLANTATION MUNICIPAL UTILITY DISTRICT:

#### ARTICLE I

#### FINDINGS AND DETERMINATIONS

<u>Section 1.1</u>: <u>Findings and Determinations</u>. It is hereby officially found and determined that:

River Plantation Municipal Utility District (the "District"), acting by and (a) through its Board of Directors ("Board"), is authorized pursuant to and in accordance with the provisions of Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, and Chapters 49 and 54 of the Texas Water Code, as amended, and as authorized at an election held for that purpose on November 2, 2021, to issue its 2025 series of \$8,050,000 of bonds, being the second and final series out of the \$15,000,000 of bonds authorized at said election, for the purposes of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and for paying fees or charges to any regional water authority or similar entity for charges or contributions lawfully levied on the District, and to pay all of the related engineering, legal and financial advisory fees in connection therewith, and to pay costs of issuance of the Bonds, and to provide for the payment of principal of and interest on such bonds by the levy and collection of a sufficient ad valorem tax upon all taxable property within the District as authorized by the Constitution and laws of the State of Texas.

(b) The Board has determined that it is in the best interests of the District to issue the Bonds for the purposes of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and for paying fees or charges to any regional water authority or similar entity for charges or contributions lawfully levied on the District, and to pay all of the related engineering, legal and financial advisory fees in connection therewith, and to pay costs of issuance of the Bonds, and to provide for the payment of principal of and interest on such Bonds by the levy and collection of a sufficient ad valorem tax upon all taxable property within the District as authorized by the Constitution and laws of the State of Texas.

(c) There are presently outstanding and unpaid the following bonds:

\$1,605,000 of the District's \$1,675,000 Unlimited Tax Park Bonds, Series 2022 (\$70,000 of which have heretofore been paid or matured); and

\$6,810,000 of the District's \$6,950,000 Unlimited Tax Bonds, Series 2022 (\$140,000 of which have heretofore been paid or matured).

#### ARTICLE II

#### DEFINITIONS AND INTERPRETATIONS

<u>Section 2.1</u>: <u>Definitions</u>. As used herein, the following terms shall have the meanings specified, unless the context clearly requires otherwise:

"Attorney General" shall mean the Attorney General of the State of Texas.

"Blanket Issuer Letter of Representations" shall mean the Blanket Issuer Letter of Representations between the District, the Paying Agent/Registrar and DTC.

"Board" shall mean the board of directors of the District.

"Bond Order" or "Order" as used herein and in the Bonds shall mean this Order authorizing the Bonds.

"Bonds" shall mean any or all of the River Plantation Municipal Utility District Unlimited Tax Bonds, Series 2025, authorized and issued pursuant to this Bond Order, including the Initial Bond and the Definitive Bonds, in the aggregate principal amount of \$8,050,000 unless the context clearly indicates otherwise.

"Capital Projects Fund" shall mean the fund so designated in Section 8.3 of this Bond Order.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commission" shall mean the Texas Commission on Environmental Quality, and any successor agency.

"Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

"Dated Date" shall mean June 1, 2025.

"Debt Service Fund" shall mean the fund so designated in Section 8.2 of this Bond

Order.

"Definitive Bonds" shall mean the Bonds, other than the Initial Bond, in the form of Exhibit A-1.

"DTC" shall mean the Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" shall mean securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants. "Fiscal Year" shall mean the District's fiscal year, which currently is the twelvemonth period beginning on October 1 and ending on September 30 of a calendar year, and each such period may be designated with the number of the calendar year in which such period ends.

"General Fund" shall mean the fund so designated in Section 8.1 of this Bond Order.

"Holder" or "Holders" or "Registered Holder" or "Registered Holders" or "Owner" or "Registered Owner" when used with respect to any Bond or the Bonds means the person in whose name such Bond is registered in the Bond Register.

"Initial Bond" shall mean the initially issued bond representing the entire principal amount of the Bonds in the form of Exhibit A and used in accordance with the provisions of this Bond Order.

"Interest Payment Date" when used in connection with any Bond, shall mean March 1 and September 1 of each year, commencing March 1, 2026, and continuing thereafter until the earlier of maturity or redemption.

"Issue Date" or "Date of Delivery" shall mean the date on which the Bonds are delivered to and paid for by the Purchaser.

"Issuer" or "District" when referred to herein, shall mean River Plantation Municipal Utility District.

"Insurer" or "BAM" shall mean Build America Mutual Assurance Company, a New York-domiciled insurance company.

"Municipal Bond Insurance Policy" shall mean the municipal bond insurance policy issued by Build America Mutual Assurance Company insuring the payment when due of the principal of and interest on the Bonds as provided therein.

"Outstanding" when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bond canceled by or on behalf of the District on or before such date; (b) any Bond defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

"Paying Agent/Registrar" shall mean The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, a national banking association, and its successors in that capacity.

"Person" shall mean any individual, corporation, partnership, joint venture, association, trust, joint stock company, unincorporated organization, government or governmental agency or other legal entity.

"Policy" shall mean the municipal bond insurance policy provided by the Insurer relating to the Bonds.

"Purchaser" shall mean the initial purchaser of the Bonds as identified in Section 3.1 hereof.

"Record Date" shall mean the close of business on the fifteenth (15th) day of the calendar month immediately preceding the applicable Interest Payment Date.

"Register" shall mean the registration books for the Bonds kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Registered Owner.

"Registered Owner" or "Registered Holder" shall mean the Person or entity in whose name any Bond is registered in the Register.

"Serial Bonds" shall mean any one or more, as the case may be, of the Bonds maturing September 1, 2027 through September 1, 2054, inclusive.

"System" shall mean the District's waterworks and sanitary sewer systems owned and operated by the District, together with any additions and extensions thereto and improvements and replacements thereof whenever so constructed or acquired.

"Term Bond" or "Term Bonds" shall mean any one or more, as the case may be, of the Bonds maturing September 1, 20\_\_\_ and September 1, 20\_\_.

<u>Section 2.2</u>: <u>Interpretations</u>. All terms defined herein and all pronouns used in this Bond Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Bond Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Bond Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

# ARTICLE III

# SALE OF BONDS

<u>Section 3.1</u>: <u>Sale of Bonds</u>. The sale of the Bonds is hereby awarded to ("Purchaser") under the terms contained in the official bid for purchase of the Bonds which bid produced the lowest net effective interest rate to the District and acceptance of which has been determined to be in the District's best interest. <u>Section 3.2</u>: <u>Offering Documents</u>. The Board hereby ratifies, authorizes, and approves, in connection with the sale of the Bonds, the preparation and distribution of the final Official Statement, dated May 22, 2025.

<u>Section 3.3</u>: <u>Approval, Registration, and Delivery</u>. The President or Vice President and Secretary or Assistant Secretary are hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the President or Vice President and Secretary or Assistant Secretary and other officers and employees of the District are hereby authorized and directed to make such certifications, to manually affix the District's seal, and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and the District's obligations under this Order; and to assure the investigation, examination, and approval thereof by the Attorney General and the registration of the Initial Bond by the Comptroller. Upon registration of the Initial Bond, the Comptroller (or a deputy in the office of the Comptroller lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be attached or affixed to the Initial Bond and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

In addition, prior to the initial delivery of the Bonds, the President, Vice President, Secretary or Director of the Board of Directors of the District, the District's General Counsel and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or to properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Insurer, or (iii) obtain approval of the Bonds by the Texas Attorney General's office.

# ARTICLE IV

#### TERMS OF THE BONDS

<u>Section 4.1</u>: <u>Amount, Purpose, and Authorization</u>. The Bonds shall be issued in fully registered form, in the total aggregate principal amount of Eight Million Fifty Thousand Dollars (\$8,050,000), for the purposes of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and for paying fees or charges to any regional water authority or similar entity for charges or contributions lawfully levied on the District, and to pay all of the related engineering, legal and financial advisory fees in connection therewith, and to pay costs of issuance of the Bonds, all as authorized by the Constitution and laws of the State of Texas, particularly Chapters 49 and 54, Texas Water Code, as amended, and the Public Security Procedures Act, Tex. Gov't. Code Ann. Chapter 1201 (the "Project").

<u>Section 4.2</u>: <u>Designation, Date, and Interest Payment Dates</u>. Each of the Bonds shall be designated "River Plantation Municipal Utility District Unlimited Tax Bonds, Series 2025". The Bonds shall be numbered serially from R-1 upward, except that the Initial Bond shall

be numbered IB-1, and the Initial Bond shall be submitted to the Attorney General for approval and to the Comptroller for registration until cancellation by the Paying Agent/Registrar in accordance with the provisions of this Order. The Bonds shall be dated June 1, 2025, and shall bear interest at the rates set forth in Section 4.3 below, from the later of the Date of Delivery or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve (12) thirty (30) day months, payable March 1 and September 1 and of each year, commencing March 1, 2026, until the earlier of maturity or redemption.

<u>Section 4.3</u>: <u>Maturities, Principal Amounts and Interest Rates</u>. The Bonds shall be issued in the principal amounts and bear interest at the rates set forth in the following schedule and may be transferred and exchanged as set out in this Order. The Bonds shall mature on September 1 in each of the years and in the amounts set out in such schedule. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered. The Bonds are subject to redemption prior to maturity as further described in Article V herein.

### Series 2025 Serial Bonds

<u>Maturity</u>	Principal Amount	Interest Rate
September 1, 2027	\$120,000	
September 1, 2028	\$130,000	
September 1, 2029	\$145,000	
September 1, 2030	\$150,000	
September 1, 2031	\$160,000	
September 1, 2032	\$170,000	
September 1, 2033	\$175,000	
September 1, 2034	\$180,000	
September 1, 2035	\$190,000	
September 1, 2036	\$195,000	
September 1, 2037	\$205,000	
September 1, 2038	\$215,000	
September 1, 2039	\$220,000	
September 1, 2040	\$230,000	
September 1, 2041	\$240,000	
September 1, 2042	\$250,000	
September 1, 2043	\$260,000	
September 1, 2044	\$270,000	
September 1, 2045	\$285,000	
September 1, 2046	\$295,000	
September 1, 2047	\$310,000	
September 1, 2048	\$320,000	
September 1, 2049	\$335,000	
September 1, 2050	\$350,000	
September 1, 2051	\$365,000	
September 1, 2052	\$375,000	

September	1,	2053	
September	1,	2054	

\$930,000 \$980,000

#### <u>Series 2025 Term Bonds</u>

Principal Amount

Interest Rate

Maturity September 1, 20\_\_ September 1, 20\_

Section 4.4: <u>Manner of Payment.</u> Form of Initial Bond and Definitive Bonds, <u>Execution, and Authentication</u>. Principal of the Bonds at maturity or on a redemption date shall be payable in lawful money of the United States of America without deduction for paying agent services at the principal payment office of the Paying Agent/Registrar. The Bonds shall be dated June 1, 2025, and shall bear interest from the Date of Delivery, and such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2026 until the principal sum shall have been paid. The Bonds (other than the Initial Bond in the form of Exhibit A) shall be substantially in the form set forth in Exhibit A-1 to this Order, with such appropriate variations, omissions and insertions as are customary or as are permitted or required by this Order and such letters, numbers or other marks of identification as may be consistent herewith and determined by those officials of the Board executing the Bonds, as evidenced by their signing of the Initial Bond. Any portion of the text of the Bonds may be printed on the back of such Bond with an appropriate reference placed on the front of the Bond. There may be printed on the Bonds any approving legal opinion and any CUSIP or other identifying number.

Notwithstanding anything to the contrary contained in this Order, the Initial Bond shall be dated June 1, 2025, shall be registered to the Purchaser of the Bonds described in Section 3.1 of this Order, or such other name, entity or person as the Purchaser designates, and the Initial Bond shall be in typed or printed form signed manually by the President and Secretary or Assistant Secretary of the District and manually sealed, submitted to the Attorney General for approval and thereafter registered by the Comptroller by manual signature on the Comptroller's Registration Certificate. On the Date of Delivery, the Initial Bond shall be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver the Bonds to the DTC in accordance with Article XII of this Order. The Initial Bond may be exchanged for registered Definitive Bonds as described herein and in accordance with the Public Security Procedures Act, Tex. Gov't. Code Ann. §1201.

In the event the Purchaser instructs the Paying Agent/Registrar in writing five (5) business days prior to the Issue Date to exchange, authenticate, deliver and register Definitive Bonds to those persons named by the Purchaser, including their addresses, the maturities, interest rates and denominations, then the Initial Bond will be cancelled, and Definitive Bonds will be issued, registered and delivered in accordance with the instructions of the Purchaser on the Issue Date. The Paying Agent/Registrar need not accept instructions regarding exchange of the Initial Bond less than five (5) business days before the Issue Date. If such instructions are not timely received, then cancellation of the Initial Bond and delivery of Definitive Bonds may be delayed until the fifth (5th) business day following receipt by the Paying Agent/Registrar of such instructions.

No Bond shall be entitled to any right or benefit under this Bond Order, or be valid or obligatory for any purpose, unless there appears on such Bond (1) with respect to the Initial Bond only, a certificate of registration substantially in the form of Exhibit A executed by the Comptroller of Public Accounts of the State of Texas or duly authorized deputy by manual signature, and (2) with respect to the Definitive Bonds, a certificate of authentication substantially in the form thereof set forth in Exhibit A-1, executed by the manual signature of the Paying Agent/Registrar. Such certificate of registration and/or authentication, as the case may be, upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified and/or authenticated, registered and delivered.

<u>Section 4.5</u>: <u>Ownership</u>. The District, the Paying Agent/Registrar, and any other Person may treat the Registered Owner in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the Person deemed to be the Registered Owner of any Bond in accordance with this Section shall be valid and effective and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

<u>Section 4.6</u>: <u>Registration, Transfer, and Exchange</u>. So long as any Bond remains Outstanding, the Paying Agent/Registrar shall keep the Register at the corporate trust office/payment office of the Paying Agent/Registrar and subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or the Registered Owner's authorized representative in a form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon the presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar, for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 4.6. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section 4.6 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Paying Agent/Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the District.

Neither the District nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the next succeeding Interest Payment Date.

Neither the District nor the Paying Agent/Registrar shall be required to (1) issue, transfer or exchange any Bond selected for redemption during a period beginning at the opening of business fifteen (15) calendar days before the date of the first mailing of a notice of redemption of Bonds hereunder and ending at the close of business on the day of such mailing, or (2) thereafter to transfer or exchange any Bond so selected for redemption in whole or in part where such redemption is scheduled to occur within thirty (30) calendar days.

<u>Section 4.7</u>: <u>Payment of Principal and Interest</u>. The principal or redemption price of the Bonds shall be deposited in trust by the District with the Paying Agent/Registrar who shall pay out of same the principal due to the Registered Owners of the Bonds at the maturity thereof, upon surrender of such Bonds to the Paying Agent/Registrar for cancellation.

Interest on the Bonds shall be timely deposited in trust with the Paying Agent/Registrar by the District, and such interest shall be paid by check, dated as of the Interest Payment Date, and mailed on the Interest Payment Date first class postage prepaid, or paid by other customary means of transfer of funds, including wire transfer, at the risk and expense of the Registered Owners, to the Registered Owners of the Bonds shown on the records of the Paying Agent/Registrar on the Record Date.

<u>Section 4.8</u>: <u>Replacement Bonds</u>. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Registered Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the District.

If any Bond is lost, destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and orders of the District, and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

(a) furnished to the District and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the District to save and hold them harmless;

(c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that may be imposed; and

(d) met any other reasonable requirements of the District and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section 4.8 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

<u>Section 4.9</u>: <u>Cancellation</u>. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the District with certificates of destruction of such Bonds.

# ARTICLE V

#### **REDEMPTION OF BONDS BEFORE MATURITY**

Section 5.1: Optional Redemption. The District reserves the right, at its option, to redeem the Bonds maturing on September 1, 2031, prior to maturity, in whole or in part, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest from the most recent Interest Payment Date on which interest has been paid or duly provided for to the date fixed for redemption.

The exercise by the District of its option to redeem any Bonds shall be entered in the minutes of the Board of Directors of the District. The District shall, at least forty-five (45) calendar days prior to the redemption date (unless a shorter notice shall be satisfactory to the Paying Agent/Registrar), notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds of each stated maturity to be redeemed, in multiples of \$5,000.

<u>Section 5.2</u>: <u>Mandatory Redemption</u>. The Term Bonds which mature September 1, 20\_\_\_ and September 1, 20\_\_\_ are subject to mandatory redemption ("Mandatory Redemption") at a price equal to 100% of the principal amount thereof plus accrued interest to the redemption dates from amounts which are required to be deposited in the District's Debt Service Fund as defined in this Order in amounts sufficient to redeem the Bond on September 1 in the years and principal amounts shown on the following schedule:

### Series 2025 Term Bonds

Redemption Date

Principal Amount

September 1, 20

September 1, 20\_\_ (maturity)

September 1, 20\_\_\_

September 1, 20\_\_ (maturity)

While the Bonds are in book-entry only form pursuant to Article XII herein, the Term Bonds will be selected for Mandatory Redemption by the DTC in accordance with its procedures. If the book-entry only system is discontinued, the Term Bonds will be selected for Mandatory Redemption by lot or other customary random method.

The principal amount of the Term Bonds of a given maturity required to be redeemed pursuant to the operation of such Mandatory Redemption provisions shall be reduced, at the option of the District, by the principal amount of the Term Bonds of such maturity which, at least fifty (50) days prior to the date of such Mandatory Redemption, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase thereof, and delivered to the Registrar for cancellation, (2) shall have been purchased and cancelled by the Registrar at the request of the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not thereto credited against a Mandatory Redemption requirement.

<u>Section 5.3:</u> <u>Selection of Bonds for Optional Redemption</u>. While the Bonds are in book-entry form pursuant to Article XII herein, if less than all the Bonds of a particular maturity are to be redeemed, the Bonds will be selected for redemption by the DTC in accordance with its procedures. If less than all of the entire outstanding principal amount of the Term Bonds, if any, is to be redeemed, the District will notify the Paying Agent/Registrar of the reductions in the remaining mandatory redemption amounts to result from the optional redemption. If the bookentry only system is discontinued, and if less than all of the Bonds of a particular maturity are to be redeemed, the Paying Agent/Registrar, on behalf of the District, shall select for redemption, by lot or other customary random method, any portion of the principal amount of the Bonds within any given maturity whose principal amount is greater than \$5,000 and whose proration would be necessitated by the nature of the redemption call by the District. For purposes of this Order, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

<u>Section 5.4</u>: <u>Notice</u>. Notice of redemption shall be sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar in the name of and at the expense of the District, not less than thirty (30) calendar days prior to the redemption date for the Bonds, to each Registered Owner of the Bonds to be redeemed. Such notice shall be sent to each Registered Owner of a Bond to be redeemed at the address appearing on the Register of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

All notices of redemption shall include a statement (1) as to the redemption date, (2) as to the redemption price, (3) as to the principal amount of the Bonds to be redeemed and, if less than all Bonds then Outstanding are to be redeemed, an identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (4) to the effect that, on the redemption date, the redemption price of each of the Bonds to be redeemed will become due and payable and that interest thereon shall cease to accrue from and after such date, and (5) to the effect that such Bonds are to be surrendered for payment of the redemption price at the office of the Paying Agent/Registrar, and the address of such office.

<u>Section 5.5</u>: <u>Payment</u>. Notice of redemption having been given as aforesaid, the Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds shall cease to bear interest. Upon the surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent/Registrar at the redemption price out of money supplied by the District.

If any Bond called for redemption shall not be so paid on the date set for redemption by reason of the failure of the District to provide collected funds, the same shall continue to bear interest from the redemption date at the rate borne by such Bonds until same is paid by the District.

<u>Section 5.6</u>: <u>Partial Redemption</u>. Any Bond which is to be redeemed only in part shall be surrendered at the office of the Paying Agent/Registrar (if payment is to be made to other than the Registered Owner with due endorsement by, or a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Registered Owner or the Registered Owner's attorney duly authorized in writing), and the District shall execute and the Paying Agent/Registrar shall register and deliver to the Registered Owner of such Bond, without service charge to the Registered Owner, a new Bond or Bonds of the same stated maturity and of any authorized denomination or denominations as requested by such Registered Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

#### ARTICLE VI

#### SECURITY FOR THE BONDS: TAX LEVY

<u>Section 6.1</u>: <u>Tax Levy and Pledge</u>. During each year while any of the Bonds or interest thereon are Outstanding, the District shall compute and ascertain a rate and amount of ad valorem taxes which will be sufficient to raise and produce the moneys required to provide for the payment of the interest on the Bonds as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures, and such tax shall be based on the certified tax rolls of the District at the time of the levy, with full allowance being made for tax delinquencies and the cost of tax collection. For the current year there shall hereby be levied, and for each year thereafter while the Bonds or any part of the principal of and interest thereon are outstanding and unpaid, there shall be levied, assessed and collected in due time, form and manner, a continuing, direct annual unlimited ad valorem tax upon all taxable property in the District in the rate and amount as aforesaid, and the proceeds of such tax shall be appropriated and applied to the payment of principal of and interest on the Bonds.</u>

<u>Section 6.2</u>: <u>Additional Bonds</u>. The District expressly reserves and shall hereafter have the right to issue in one or more installments the \$325,943 in principal amount of unlimited tax bonds for park and recreational facilities authorized but unissued pursuant to the May 1, 2021 election and any unlimited tax bonds or combination unlimited tax and revenue bonds as may hereafter be authorized at subsequent elections. Furthermore, the District expressly reserves and shall hereafter have the right to issue in one or more installments the following:

1. Revenue Bonds. The District expressly reserves the right to issue bonds payable solely from net revenues of the District's facilities for the purposes of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and for paying fees or charges to any regional water authority or similar entity for charges or contributions lawfully levied on the District, and to pay all of the related engineering, legal and financial advisory fees in connection therewith, and such bonds may be payable from and equally secured by a lien on and pledge of said net revenues on a parity with the pledge on any previously issued bonds secured by net revenues to the extent net revenues are used to pay the principal of and interest on such bonds.

2. Inferior Lien Bonds. The District also reserves the right to issue inferior lien bonds and to pledge the net revenues of the District's facilities to the payment thereof, such pledge to be subordinate in all respects to the lien of the Bonds and any previously issued or subsequently issued bonds which are on a parity with the Outstanding Bonds and the Bonds.

3. Special Project Bonds. The District further reserves the right to issue special project bonds for the purchase, construction, improvement, extension, replacement, enlargement or repair of water, sewer and/or drainage facilities necessary under a contract or contracts with persons, corporations, municipal corporations, political subdivisions or other entities, such special project bonds to be payable from and secured by the proceeds of such contract or contracts.

4. Refunding Bonds. The District further reserves the right to issue unlimited tax or waterworks and sewer system combination unlimited tax and revenue refunding bonds, to refund any of the Bonds or the Outstanding Bonds, or any additional bonds subject to prior redemption, or any bonds the holders of which have consented to have refunded. The refunding bonds so issued shall enjoy complete equality of lien with the remaining bonds not refunded, if any such bonds remain, and the refunding bonds so issued shall enjoy the priority of lien enjoyed by the bonds being refunded.

The District further reserves the right to refund all such bonds.

### ARTICLE VII

### THE PAYING AGENT/REGISTRAR

Section 7.1: Paying Agent/Registrar Agreement. At all times while any of the Bonds are outstanding, the District shall maintain and provide for a Paying Agent/Registrar. The Bank of New York Mellon Trust Company, N.A. is hereby appointed, and the District has entered into an agreement with The Bank of New York Mellon Trust Company, N.A., for the services of Paying Agent/Registrar for the Bonds. The Paying Agent/Registrar shall be completely responsible for the payment of principal of and interest on the Bonds upon receipt by the Paying Agent/Registrar of sufficient moneys to pay the principal of and interest on the Bonds from the District, and for the replacement, transfer and exchange of the Bonds under the terms and conditions set forth herein. The Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order.

<u>Section 7.2</u>: <u>Trust Funds</u>. All moneys transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Bonds under this Order (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the District, shall be the property of the District, and shall be disbursed in accordance with this Order.

<u>Section 7.3</u>: <u>Bonds Presented</u>. Subject to the provisions of Section 7.4 of this Order, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be cancelled as provided herein.

<u>Section 7.4</u>: <u>Unclaimed Funds Held by the Paying Agent/Registrar</u>. Funds held by the Paying Agent/Registrar that represent principal of or interest on the Bonds remaining unclaimed by the Registered Owner after the expiration of three (3) years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the District upon receipt by the Paying Agent/Registrar of a written request therefor from the District. The Paying Agent/Registrar shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with this Section 7.4.

<u>Section 7.5</u>: <u>Paying Agent/Registrar May Own Bonds</u>. The Paying Agent/Registrar in its corporate or any other capacity, may become the Registered Owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent/Registrar.

<u>Section 7.6</u>: <u>Successor Paying Agent/Registrars</u>. The District retains the right to replace the Paying Agent/Registrar. Further, if the Paying Agent/Registrar or its successor becomes unable for any reason to act as Paying Agent/Registrar hereunder, the District covenants that it will appoint a qualified bank to perform the duties of Paying Agent/Registrar hereunder. Any successor Paying Agent/Registrar shall be either a national or state banking institution and a corporation organized and doing business under the laws of the United States of America or any state thereof, which is authorized under such laws to exercise trust powers and is subject to supervision or examination by federal or state authority. Upon any change in Paying Agent/Registrar, the District agrees to cause written notice of such change to be sent to each Registered Owner by United States mail, first class, postage prepaid, which notice shall give the address of the successor Paying Agent/Registrar.

# ARTICLE VIII

# FUNDS AND ACCOUNTS, APPLICATION OF PROCEEDS

<u>Section 8.1</u>: <u>General Fund</u>. The District hereby confirms the prior establishment of the District's General Fund. The District shall deposit as collected all revenues derived from the operation of the System into the District's General Fund, which fund shall be kept separate and apart from all other funds and accounts of the District.

<u>Section 8.2:</u> <u>Debt Service Fund</u>. The District hereby confirms the prior establishment of the District's Debt Service Fund. From the proceeds of the Bonds, the District shall deposit to the Debt Service Fund twelve (12) months of capitalized interest on the Bonds. From such deposit amounts sufficient to pay the interest payments of this issue of Bonds due on March 1, 2026 and September 1, 2026 are hereby appropriated. From the levy of District taxes pursuant to Section 6.1 hereof there shall be deposited to the Debt Service Fund all tax revenue pledged for repayment of the Bonds after allowance for delinquencies and cost of collection. Moneys in the Debt Service Fund shall be transferred to the Paying Agent/Registrar prior to any interest and/or principal payment date in an amount sufficient to pay the interest on and principal of the Bonds and Paying Agent/Registrar fees, if due.

<u>Section 8.3</u>: <u>Capital Projects Fund</u>. The District hereby confirms the prior establishment of the District's Capital Projects Fund. All proceeds of the Bonds not deposited to the Debt Service Fund shall be deposited to the Capital Projects Fund for the purposes of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and for paying fees or charges to any regional water authority or similar entity for charges or contributions

lawfully levied on the District, and to pay all of the related engineering, legal and financial advisory fees in connection therewith, and paying all related engineering, legal, financial advisory and related expenses as authorized by law and the rules of the Commission, and paying the costs of issuance of the Bonds. Any Bond proceeds remaining after completing projects and paying related costs as approved by the Commission shall be considered surplus bond proceeds and shall be expended only in accordance with the rules of the Commission and will be used only for purposes which are consistent in accordance with the purposes described in the November 2, 2021 bond proposition for so long as the Bonds are outstanding.

# ARTICLE IX

# TAX EXEMPTION

<u>Section 9.1</u>: <u>Tax Exemption</u>. The District covenants that it will make such use of the proceeds of the Bonds, regulate investments of proceeds thereof, and take such other and further actions as may be required by Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed, and final regulations and procedures promulgated thereunder, to the extent applicable to the Code (the "Regulations"), necessary to assure that the interest on the Bonds is excludable from gross income for federal income tax purposes. Without limiting the generality of the foregoing covenant, the District hereby covenants as follows:

(a) to take any action to insure that no more than ten (10) percent of the net proceeds of the Bonds are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten (10) percent of the proceeds are so used, that amount, whether or not received by the District, with respect to such private business use, does not, under the terms of this Bond Order, directly or indirectly, secure or provide for the payment of more than ten (10) percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(b) to take any action to insure that in the event that the "private business use" described in subsection (a) hereof exceeds five (5) percent of the proceeds of the Bonds then the amount in excess of five (5) percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to insure that no amount which is greater than the lesser of (i) \$5,000,000, or (ii) five (5) percent of the net proceeds of the Bonds is directly or indirectly used to finance loans to persons, other than governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to otherwise restrict the use of the proceeds of the Bonds so that the Bonds do not contravene the requirements of Section 148 of the Code relating to arbitrage;

(f) to refrain from taking any action that would result in the Bonds being "federally guaranteed" obligations for purposes of Section 149(b) of the Code;

(g) to take all necessary steps to comply with the requirement that excess arbitrage profits earned on the investment of the "gross proceeds" of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government, and to maintain such records as will enable the District to fulfill its responsibilities under this section and Section 148 of the Code;

(h) to timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as such Secretary may prescribe;

(i) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(1) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Bonds;

(j) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage), section 149(g) of the Code (relating to hedge bonds), and, to the extent applicable, section 149(d) of the Code (relating to advance refundings).

All officers, employees and agents of the District are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District regarding the foregoing as of the date the Bonds are delivered. In complying with the foregoing covenants, the District may rely from time to time upon an opinion issued by nationally recognized bond counsel to the effect that any action by the District in reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

<u>Section 9.2</u>: <u>Qualified Tax-Exempt Obligations</u>. The District hereby designates the Bonds as "qualified tax-exempt obligations" for the purpose of Section 265(b) of the Code. In connection therewith, the District represents (i) that the aggregate including the Bonds, which have been designated "qualified tax-exempt obligations" under Section 265(b)(3) of the Code does not exceed \$10,000,000 and (ii) that the reasonably anticipated amount of tax-exempt obligations

which will be issued by the District during calendar year 2025, including the Bonds, will not exceed \$10,000,000.

<u>Section 9.3</u>: <u>Allocation of, and Limitation on, Expenditures for the Project</u>. The District covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 4.1 of this Order (the "Project") on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the District shall not expend sale proceeds or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth (5th) anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the District obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the District shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

<u>Section 9.4</u>: <u>Disposition of Project</u>. The District covenants that the property financed with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the District of cash or other compensation, unless the District obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the District shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

<u>Section 9.5:</u> <u>Reimbursement</u>. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Continuing Compliance. It is the understanding of the District that Section 9.6: the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationallyrecognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President or Vice President of the Board of Directors of the District to execute any documents, certificates or reports required by the Code and to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

<u>Section 9.7</u>: <u>Written Procedures</u>. Unless superseded by another action of the District, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the District hereby adopts and establishes the instructions attached hereto and incorporated by reference herein as Exhibit B as the District's written procedures.

### ARTICLE X

#### **INSURANCE, AUDITS AND REPORTING**

Section 10.1: Maintenance and Insurance. The District covenants and agrees that while the Bonds remain Outstanding, it will maintain and operate the System and maintain casualty loss and other insurance on the System of a kind and in such amounts customarily carried on similar systems by municipal utility districts in the State of Texas; that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Texas.

The District specifically covenants that the System shall be maintained in good condition and operated in an efficient manner at a reasonable cost. So long as any of the Bonds are outstanding, the District covenants to maintain insurance on such parts of the System as are usually insured by municipal utility districts and political subdivisions in Texas operating like properties in similar locations under the same circumstances with a responsible insurance company or companies against risks, accidents, or casualties against which and to the extent insurance is usually carried by such municipal corporations and political subdivisions; provided, however, that at any time while any contractor engaged in construction work shall be fully responsible therefor, the District shall not be required to carry such insurance.

In the event of any loss or damage, the District covenants that it will reconstruct or repair the destroyed or damaged portion of the System and will apply the proceeds of the insurance policies covering such loss or damage solely for that purpose. The District covenants that it will begin such reconstruction or repair promptly after such loss or damage shall have occurred and will continue and properly complete the same as expeditiously as possible and will pay, or cause to be paid, all costs and expenses in connection therewith out of the insurance proceeds so that the same shall be completed and the property be free and clear of all mechanics' and other liens or claims.

<u>Section 10.2</u>: <u>Books, Records, Audits, and Reporting</u>. The District further covenants and agrees that so long as any of the Bonds or any interest thereon remains Outstanding and unpaid, it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by applicable law. The District further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants, as required by law.

#### ARTICLE XI

#### CONTINUING DISCLOSURE UNDERTAKING

<u>Section 11.1</u>: <u>Definitions</u>. As used in this Article, the following terms have the meanings ascribed below:

"EMMA" means the Electronic Municipal Market Access system of the Municipal Securities Rule Making Board.

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

"SEC" means the United States Securities and Exchange Commission.

Section 11.2: Annual Reports. The District shall provide at least annually to the MSRB through EMMA or such other method approved by the SEC, (1) within six months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by this Bond Order, being the information described in this Article XI, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in this Article XI or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the District commissions an audit of such statements and the audit is complete within the period during which they must be provided. If audited financial statements are not so provided, then the District shall provide unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if audited financial statements become available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any publicly available document available on the MSRB website or filed with the SEC as permitted by SEC Rule 15c2-12. Any filing made hereunder may be made solely by transmitting such filing to the MSRB in electronic format as prescribed by MSRB, currently, to <u>www.emma.msrb.org</u> and shall be accompanied by identifying information as prescribed by the MSRB.

<u>Section 11.3</u>: <u>Notice of Certain Events</u>. The District shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modification to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the bonds,

(11) Rating changes;

if material;

(12) Bankruptcy, insolvency, receivership, or similar event of the District;

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of the name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority, having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Article by the time required by such Section. Any filing under this Section/Article may be made solely by transmitting such filing to the MSRB in electronic format as prescribed by MSRB, currently, to www.emma.msrb.org, and shall be accompanied by identifying information as prescribed by the MSRB.

<u>Section 11.4</u>: <u>Limitations, Disclaimers and Amendments</u>. The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give the notice required by this Article of any Bond calls and defeasances that cause the District to be no longer such an "obligated person."

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

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

No default by the District in observing or performing its obligations under this Article shall constitute a breach of or default under the Bond Order for purposes of any other provision of this Bond Order.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

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

amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount of the Bonds Outstanding consent to such amendment or (b) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

<u>Section 11.5</u>: <u>Description of Annual Financial Information</u>. The following information is referred to in Section 11.2 of this Article:

(a) Annual Financial Statements and Operating Data. The financial information and operating data of general type included in the Official Statement with respect to the District to be provided annually in accordance with such Section 11.2 are as specified below:

# "DISTRIT DEBT" and "TAX DATA and in APPENDIX B.

(b) Accounting Principles. The accounting principles referred to herein are generally accepted accounting principles for governmental units as prescribed by the Governmental Accounting Standards Board from time to time, as such principles may be changed from time to time to comply with state law or regulation, or as otherwise stated in the financial statements.

# ARTICLE XII

#### BOOK ENTRY PROCEDURES

Section 12.1: Registration of Nominee of DTC. Notwithstanding the procedures set forth in this Order relating to registration and exchange of the Bonds, the Initial Bond shall be delivered against payment to the Purchaser. The Purchaser shall be required to promptly surrender the Initial Bond to the Paying Agent/Registrar for exchange. Bonds issued in exchange shall be registered in the name of CEDE & CO., as nominee of the Depository Trust Company, New York, New York ("DTC"), as Registered Owner of the Bonds, and held in the custody of DTC. Unless otherwise requested by DTC, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. Beneficial owners of Bonds will not receive physical delivery of Bond certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be

made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

Section 12.2: Obligation of Paying Agent/Registrar and District to DTC Participants. With respect to Bonds registered in the name of CEDE & CO., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on whose behalf a DTC Participant holds an interest in the Bonds except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, CEDE & CO., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than a Registered Owner of the Bonds, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, and (iii) the payment to any DTC Participant or any other Person, other than a Registered Owner of the Bonds, as shown in the Register, of any amount with respect to principal of or premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Registered Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the Order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions of this Order with respect to interest checks being mailed to the Registered Owner of record as of the Record Date, the phrase "CEDE & CO." in this Order shall refer to such new nominee of DTC.

<u>Section 12.3</u>: <u>Blanket Issuer Letter of Representations.</u> The execution and delivery of the Blanket Issuer Letter of Representations is hereby approved with such changes as may be approved by the President or Vice President of the Board, and the President or Vice President of the Board is hereby authorized and directed to execute such Blanket Issuer Letter of Representations.

<u>Section 12.4</u>: <u>Replacement of DTC or Issuance of Replacement Bonds</u>. Replacement Bonds may be issued directly to beneficial owners of Bonds other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Bonds (which determination shall become effective no less than ninety (90) days after delivery of written notice to such effect to the District and the Paying Agent/Registrar); or (ii) the District has advised DTC of its determination (which determination is conclusive as to DTC and the beneficial owners of the Bonds) that the interests of the beneficial owners of the Bonds might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any of the foregoing events, the District shall use its best efforts to attempt to locate another qualified securities depository. If the District fails to locate another qualified securities depository to replace DTC, the District shall cause to be authenticated and delivered replacement Bonds, in certificate form, to the beneficial owners of the Bonds. In the event that the District makes the determination noted in (ii) above (provided that the District undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the District to make any such determination), and has made provisions to notify the beneficial owners of Bonds of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Bonds in certificate form to beneficial owners of the Bonds as shown on the records of DTC provided to the District.

<u>Section 12.5</u>: <u>DTC Requirements to be met</u>. Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Order of holding, delivering or transferring Bonds shall be deemed modified to require the appropriate Person or entity to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

Section 12. 6: Payments to CEDE & CO. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of CEDE & CO., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

<u>Section 12.7</u>: <u>Cessation of DTC as Securities Depository</u>. If at any time, DTC ceases to hold the Bonds as securities depository, all references herein to DTC shall be of no further force or effect.

# ARTICLE XIII

# **MISCELLANEOUS**

<u>Section 13.1</u>: <u>Defeasance</u>. The District may defease the Bonds and discharge its obligation to the Registered Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner permitted by law. In such event, the Bonds shall no longer be outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the District.

<u>Section 13.2</u>: <u>Remedies Upon Default</u>. In addition to all of the rights and remedies provided by the laws of the State of Texas, the District further covenants and agrees that in the event of default in the payment of the principal of or any interest on any of the Bonds when due, or, in the event it fails to make the payments required to be made into the Debt Service Fund or defaults in the observance or performance of any other covenants, conditions or obligations set forth in this Bond Order, the following remedies shall be available:

(a) The Registered Owners of the Bonds shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials

thereof to observe and perform the covenants, obligations or conditions prescribed in this Bond Order.

(b) Any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power and shall not be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

(c) Acceleration is not a remedy upon default.

<u>Section 13.3</u>: <u>Annexation/Strategic Partnership Agreement</u>. The District is party to a Strategic Partnership Agreement with the City of Conroe (the "City") pursuant to which the City has agreed not to annex the District for full purposes prior to December 31, 2034 without the consent of the District. If the District is annexed by the City for full purposes, the City must assume all of the debts, liabilities and obligations of the District, including the Bonds and any outstanding bonds and must perform all of the functions of the District, including the provision of services. If the District is annexed for full purposes and the obligations thereof payable in whole or in part from ad valorem taxes become obligations of the City, the City is thereafter required to levy and collect taxes on all taxable property in the City sufficient to pay the principal of and interest on the Bonds and any outstanding bonds as it becomes due and payable.

<u>Section 13.4</u>: <u>Consolidation</u>. The laws of the State of Texas permit the District to be consolidated with one or more other conservation and reclamation districts. In that event, the District reserves the right to consolidate the System with a similar system of one or more such districts with which the District is consolidating. The District further reserves the right to:

(a) assume such other district's bonds, notes or other obligations and voted but unissued bonds payable in whole or in part from taxation, and to provide for the joint levy of taxes to pay for the bonds so assumed;

(b) apply the net revenues from the operation of such consolidated system to the payment of principal, interest, redemption price and bond charges on the revenue bonds or combination unlimited tax and revenue bonds of the District and/or of the district or districts with which the District is consolidating, if any, without preference to any series of bonds with the same parity provided that subordinate lien revenue bonds shall continue to be subordinate to first lien revenue bonds of the consolidating districts; and

(c) pledge the net revenues of the consolidated system to the payment of principal, interest, redemption price and bond charges on revenue bonds which may be issued by the consolidating districts on a parity with the outstanding first lien revenue bonds of the consolidating districts.

<u>Section 13.5</u>: <u>Amendment of Bond Order</u>. The District may, without the consent of or notice to any Registered Owners of the Bonds, amend, change or modify this Bond Order as may be required (1) by the provisions hereof, (2) in connection with the issuance of any additional bonds, (3) for the purpose of curing any ambiguity, inconsistency, error or formal defect or omission herein, or (4) in connection with any other change which is not to the prejudice of any Registered Owner of the Bonds. Except for such amendments, changes and modifications, the District shall not amend, change or modify this Bond Order in any manner without the written consent of each Registered Owner of the Bonds, including particularly any amendment, change or modification which would (1) extend the time or times of payment of the principal of and interest (or accrual of interest) on the Bonds, or reduce the principal amount thereof or the rate of interest thereon or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) create any lien ranking prior to or on a parity with the lien of the Bonds except for additional bonds as set forth in Section 6.2 hereof, (3) give preference of any Bond over any other bond, or (4) extend any waiver of default to subsequent defaults.

<u>Section 13.6</u>: <u>Legal Holidays</u>. On any date on which interest is payable on the Bonds or principal of the Bonds matures and such date shall be a legal holiday for the District or a day on which the Paying Agent/Registrar is authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding day which is not a legal holiday for the District or a day on which the Paying Agent/Registrar is authorized by law to close, and such payment on such succeeding day shall be treated with the same force and effect as if made on the Interest Payment Date or the date of maturity and no interest shall accrue for the period from the Interest Payment Date or maturity date to the date of actual payment.

<u>Section 13.7</u>: <u>No Recourse Against District Officials</u>. No recourse shall be had for the payment of principal of or interest on any of the Bonds or for any claim based thereon or on this Order against any official of the District or any person executing any Bonds.

<u>Section 13.8</u>: <u>Further Proceedings</u>. The President, Vice President, the Secretary, Assistant Secretary and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms or effectuate the intent of this Order.

<u>Section 13.9</u>: <u>Severability</u>. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 13.10: Open Meeting. It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the Board of Directors at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by the Open Meetings Act, Tex. Gov't. Code Ann. §551.001 et seq., (Vernon 2008), and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered, and formally acted upon. The Board of Directors further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 13.11: <u>Repealer</u>. All orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

#### ARTICLE XIV

# FINANCIAL GUARANTY INSURANCE POLICY

# The following Statement of Insurance shall be printed on the Initial Bond and

Definitive Bonds:

### Statement of Insurance

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to The Bank of New York Mellon Trust Co., N.A., Dallas, Texas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Order or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the paying agent, registrar or similar agent for the benefit of such owners under the Bond Order, at law or in equity.

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# PASSED AND APPROVED THIS May 22, 2025.

President

ATTEST:

Secretary



Exhibits: Form of Initial Bond - A Form of Definitive Bond - A-1 Written Procedures Relating to Continuing Compliance with Federal Tax Covenants - B

#### EXHIBIT A FORM OF INITIAL BOND

#### STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to The Bank of New York Mellon Trust Co., N.A., Dallas, Texas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Order or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the paying agent, registrar or similar agent for the benefit of such owners under the Bond Order, at law or in equity.

#### UNITED STATES OF AMERICA STATE OF TEXAS

No. IB-1

#### Registered \$8,050,000

#### RIVER PLANTATION MUNICIPAL UTILITY DISTRICT UNLIMITED TAX BOND SERIES 2025

DATED DATE: June 1, 2025

		Di
	Series 2025 Serial Bonds	
<u>Maturity</u>	Principal Amount	Interest Rate
September 1, 2027	\$120,000	
September 1, 2028	\$130,000	
September 1, 2029	\$145,000	
September 1, 2030	\$150,000	
September 1, 2031	\$160,000	
September 1, 2032	\$170,000	
September 1, 2033	\$175,000	
September 1, 2034	\$180,000	
September 1, 2035	\$190,000	
September 1, 2036	\$195,000	
September 1, 2037	\$205,000	
September 1, 2038	\$215,000	
September 1, 2039	\$220,000	
September 1, 2040	\$230,000	
September 1, 2041	\$240,000	
September 1, 2042	\$250,000	
September 1, 2043	\$260,000	
September 1, 2044	\$270,000	
September 1, 2045	\$285,000	
September 1, 2046	\$295,000	
September 1, 2047	\$310,000	
September 1, 2048	\$320,000	
September 1, 2049	\$335,000	
September 1, 2050	\$350,000	
September 1, 2051	\$365,000	
September 1, 2052	\$375,000	
September 1, 2053	\$930,000	
September 1, 2054	\$980,000	
	Series 2025 Term Bonds	
<u>Maturity</u>	Principal Amount	Interest Rate
September 1, 20	-	
September 1, 20_		

#### REGISTERED OWNER: CEDE & CO, as nominee for Depository Trust Company

River Plantation Municipal Utility District (the "District"), a body politic and corporate, and a political subdivision and governmental agency of the State of Texas, for value received, hereby promises to pay to the registered owner named above, or registered assigns, but solely from the source and in the manner hereinafter provided, on the Maturity Date specified above, unless this Bond shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for in accordance with the Bond Order (as hereinafter defined), upon presentation and surrender of this Bond, the principal amount identified above and to pay interest on such sum from the Dated Date hereof (as defined in the Bond Order) or the most recent Interest Payment Date at the per annum rate set forth above calculated on the basis of a 360-day year, semiannually on March 1 and September 1 of each year, commencing March 1, 2026, until the payment of such sum shall have been made or provided for. Principal of this Bond is payable on presentation and surrender of this Bond in lawful money of the United States of America, without deduction for paying agent services, to the Paying Agent/Registrar, The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent/Registrar"). All interest on this Bond payable prior to the maturity hereof shall be paid by check mailed to the registered owner hereof at its address as it appears on the registration books of the Paying Agent/Registrar. The registered owner of this Bond shall be determined in each case as of the close of business on the fifteenth (15th) day of the calendar month next preceding the Interest Payment Date.

This Bond is the duly authorized Initial Bond representing the entire principal amount of the District's Unlimited Tax Bonds, Series 2025 (the "Bonds"), aggregating in principal amount \$8,050,000, authorized by a Bond Order (the "Bond Order") adopted by the Board of Directors of the District on May 22, 2025, pursuant to and in full conformity with the Constitution and the laws of the State of Texas. The Bonds, which pay interest semiannually until maturity or earlier redemption, are issued for the purposes of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and for paying fees or charges to any regional water authority or similar entity for charges or contributions lawfully levied on the District, and to pay all of the related engineering, legal and financial advisory fees in connection therewith and payment of the costs of issuance of the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapters 49 and 54, Texas Water Code, as amended, and the Public Security Procedures Act, Tex. Gov't. Code Ann. § 1201 et seq. (Vernon 2008).

This Bond and the other Bonds of the series of which it is a part are payable from the proceeds of a direct annual ad valorem tax levied upon all taxable property subject to taxation within the District, without limitation as to rate or amount in the manner provided by Section 54.503(1), Texas Water Code.

Bonds of this issue maturing on September 1, 2031, and thereafter, shall be callable for redemption prior to maturity, at the option of the District, in whole or in part, on September 1, 2030, or on any date thereafter, for the purpose of retirement or refunding, or both, at par in addition to unpaid accrued interest to the date of redemption. If less than all of the Bonds of a particular maturity are to be redeemed at any time, the particular Bonds to be redeemed shall be selected by the DTC in accordance with its procedures, while the Bonds are in book-entry only form. If book-entry only form is discontinued and less than all of the Bonds of a particular maturity are to be redeemed at any time, the particular Bonds to be redeemed shall be selected by the PAying Agent/Registrar on behalf of the District in accordance with the Bond Order.

The Term Bonds which mature September 1, 20\_\_ and September 1, 20\_\_ are subject to mandatory redemption ("Mandatory Redemption") at a price equal to 100% of the principal amount thereof plus accrued interest to the redemption dates from amounts which are required to be deposited in the District's Debt Service Fund as defined in this Order in amounts sufficient to redeem the Bond on September 1 in the years and principal amounts shown on the following schedule:

#### Series 2025 Term Bonds

Redemption Date	Principal Amount
September 1, 20	
September 1, 20 (matu	rity)
September 1, 20	
September 1, 20 (matu	rity)

While the Bonds are in book-entry only form pursuant to Article XII herein, the Term Bonds will be selected for Mandatory Redemption by the DTC in accordance with its procedures. If the book-entry only system is discontinued, the Term Bonds will be selected for Mandatory Redemption by lot or other customary random method.

The principal amount of the Term Bonds of a given maturity required to be redeemed pursuant to the operation of such Mandatory Redemption provisions shall be reduced, at the option of the District, by the principal amount of the Term Bonds of such maturity which, at least fifty (50) days prior to the date of such Mandatory Redemption, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase thereof, and delivered to the Registrar for cancellation, (2) shall have been purchased and cancelled by the Registrar at the request of the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not thereto credited against a Mandatory Redemption requirement.

In the event all or any part of the Bonds then outstanding shall be called for redemption before maturity, notice thereof in writing shall be mailed, properly stamped and addressed, to each registered owner of the Bonds to be redeemed, at least thirty (30) days before the date fixed for redemption. Payment of interest shall cease upon the date set for redemption, and the Paying Agent/Registrar shall notify the registered owner hereof, in writing, of both the redemption date and the termination of payment or accrual of interest.

This Bond and the other Bonds of the series of which it is a part, has been designated a Qualified Tax-Exempt Obligation for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

As provided in the Bond Order and subject to certain limitations therein set forth, this Bond is transferable on the Bond Register of the District, upon surrender of this Bond for transfer at the corporate trust office of the Paying Agent/Registrar, currently The Bank of New York Mellon Trust Company, N.A. duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, duly executed by the registered owner hereof, or the registered owner's attorney duly authorized in writing, and thereupon one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond during a period beginning at the opening of business on the fifteenth (15th) calendar day of the month next preceding an interest payment date and ending at the close of business on the next succeeding interest payment date. Neither the District nor the Paying Agent/Registrar shall be required to (1) issue, transfer or exchange any Bond selected for redemption during a period beginning at the opening of business fifteen (15) calendar days before the date of the first mailing of a notice of redemption of Bonds hereunder and ending at the close of business on the day of such mailing, or (2) thereafter to transfer or exchange any Bond so selected for redemption in whole or in part where such redemption is scheduled to occur within thirty (30) calendar days.

The District, the Paying Agent/Registrar, and any agent of either of them shall treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and neither the District, the Paying Agent/Registrar, nor any agent shall be affected by notice to the contrary.

The District reserves the right to issue additional bonds and other evidences of indebtedness in the manner provided by Chapters 49 and 54, Texas Water Code, as amended, including without limitation, inferior lien bonds, refunding bonds, revenue bonds and special project bonds. Reference is made to the Bond Order for a complete description of the right to issue such additional bonds.

The District is party to a Strategic Partnership Agreement with the City of Conroe (the "City") pursuant to which the City has annexed a portion of the District for limited purposes and has agreed for a 30-year period not to annex the District for full purposes prior to December 31, 2034 without the consent of the District. If the District is annexed by the City for full purposes, the City must assume all of the debts, liabilities, and obligations of the District, including the Bonds and any outstanding bonds and must perform all of the functions of the District, including the provision of services. If the District is annexed for full purposes and the obligations thereof payable in whole or in part from ad valorem taxes become obligations of the City, the City is thereafter required to levy and collect taxes on all taxable property in the City sufficient to pay the principal of and interest on the Bonds and any outstanding bonds as it becomes due and payable. There are also provisions of state law which permit the consolidation of a district with one or more other districts. Reference is hereby made to the Bond Order for a more complete description of the terms, conditions and circumstances under and by virtue of which the District may be annexed or consolidated, and to the provisions of which the registered holder of this Bond by acceptance hereof expressly consents.

No Bond shall be valid or obligatory for any purpose or be entitled to any benefit under the Bond Order until the certificate of registration hereon shall have been signed by the Comptroller of Public Accounts of the State of Texas.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond and the Bonds is duly authorized by law; that all acts, conditions and things required to exist and necessary to be done or performed precedent to and in the issuance of this Bond and the Bonds to render the same lawful, valid and binding have been properly done and performed and have happened in regular and due time, form and manner as required by law; that all acts, conditions and things necessary to be done or performed by the District or to have happened precedent to and in the execution and delivery of the Bond Order have been done and performed and have happened in regular and due form as required by law; that due provision has been made in the Bond Order for the payment of the principal of and interest on this Bond and the Bonds by the levy of a direct annual ad valorem tax upon all taxable property in the District sufficient to pay the principal of and interest on this Bond in the manner provided by Section 54.503(1), Texas Water Code; that payment in full for the Bonds has been received; and that the issuance of the Bonds does not contravene or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be executed in its name by the President of its Board of Directors and to be attested to by the Secretary or Assistant Secretary of its Board of Directors both by their respective manual signatures, and the official seal of the District to be placed hereon.

#### RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

		/s/ JULIE GILMER By
ATTEST: /S/ KARL SAKOCIUS		President, Board of Directors
Secretary		(SEAL)
OFFICE OF THE COMPTROLLER	\$ \$	REGISTER NO
STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of River Plantation Municipal Utility District, and said Bond has this day been registered by me.

Witness my hand and seal of office, at Austin, Texas, this \_\_\_\_\_\_, 2025.

Comptroller of Public Accounts, State of Texas

#### EXHIBIT A-1 FORM OF DEFINITIVE BOND

#### STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to The Bank of New York Mellon Trust Co., N.A., Dallas, Texas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Order or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the paying agent, registrar or similar agent for the benefit of such owners under the Bond Order, at law or in equity.

#### UNITED STATES OF AMERICA STATE OF TEXAS

REGISTERED \$\_\_\_\_

#### RIVER PLANTATION MUNICIPAL UTILITY DISTRICT UNLIMITED TAX BOND SERIES 2025

INTEREST RATE:%	CUSIP:	MATURITY DATE:
DATED DATE: JUNE 1, 2025		
PRINCIPAL AMOUNT:		DOLLARS
REGISTERED HOLDER: CEDE &	CO., as nominee for Deposi	tory Trust Co. ("DTC")

River Plantation Municipal Utility District (the "District"), a body politic and corporate, and a political subdivision and governmental agency of the State of Texas, for value received, hereby promises to pay to the registered owner named above, or registered assigns, but solely from the source and in the manner hereinafter provided, on the Maturity Date specified above, unless this Bond shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for in accordance with the Bond Order (as hereinafter defined), upon presentation and surrender of this Bond, the principal amount identified above and to pay interest on such sum from the Dated Date hereof (as defined in the Bond Order) or the most recent Interest Payment Date at the per annum rate set forth above calculated on the basis of a 360-day year, semiannually on March 1 and September 1 of each year, commencing March 1, 2026 until the payment of such principal sum shall have been made or provided for. Principal of this Bond is payable on presentation and surrender of this Bond in lawful money of the United States of America, without deduction for paying agent services, to the Paying Agent/Registrar, currently The Bank of New York Mellon Trust Company, N.A (the "Paying Agent/Registrar"). All interest on this Bond payable prior to the maturity hereof shall be paid by check mailed to the registered owner hereof at its address as it appears on the registration books of the Paying Agent/Registrar. The registered owner of this Bond shall be determined in each case as of the close of business on the fifteenth (15th) day of the calendar month next preceding the Interest Payment Date.

This Bond is one of the duly authorized Bonds of the District's Unlimited Tax Bonds, Series 2025 (the "Bonds"), aggregating in principal amount \$8,050,000, authorized by a Bond Order (the "Bond Order") adopted by the Board of Directors of the District on May 22, 2025, pursuant to and in full conformity with the Constitution and the laws of the State of Texas. The Bonds, which pay interest semiannually until maturity or earlier redemption, are issued for the purposes of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and for paying fees or charges to any regional water authority or similar entity for charges or contributions lawfully levied on the District, and to pay all of the related engineering, legal and financial advisory fees in connection therewith and payment of the costs of issuance of the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapters 49 and 54, Texas Water Code, as amended, and the Public Security Procedures Act, Tex. Gov't. Code Ann. § 1201 et seq. (Vernon 2008).

This Bond and the other Bonds of the series of which it is a part are payable from the proceeds of a direct annual ad valorem tax levied upon all taxable property subject to taxation within the District, without limitation as to rate or amount in the manner provided by Section 54.503(1), Texas Water Code, as amended.

Bonds of this issue maturing on September 1, 2031, and thereafter, shall be callable for redemption prior to maturity, at the option of the District, in whole or in part, on September 1, 2030, or on any date thereafter, for the purpose of retirement or refunding, or both, at par in addition to unpaid accrued interest to the date of redemption. If less than all of the Bonds of a particular maturity are to be redeemed at any time, the particular Bonds to be redeemed shall be selected by the DTC in accordance with its

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procedures, while the Bonds are in book-entry only form. If book-entry only form is discontinued and less than all of the Bonds of a particular maturity are to be redeemed at any time, the particular Bonds to be redeemed shall be selected by the Paying Agent/Registrar on behalf of the District in accordance with the aforesaid Bond Order.

The Term Bonds which mature September 1, 20\_\_ and September 1, 20\_\_ are subject to mandatory redemption ("Mandatory Redemption") at a price equal to 100% of the principal amount thereof plus accrued interest to the redemption dates from amounts which are required to be deposited in the District's Debt Service Fund as defined in this Order in amounts sufficient to redeem the Bond on September 1 in the years and principal amounts shown on the following schedule:

#### Series 2025 Term Bonds

Redemption Date	Principal Amount
September 1, 20	\$
September 1, 20 (maturity)	\$
September 1, 20	\$
September 1, 20 (maturity)	<mark>\$</mark>

While the Bonds are in book-entry only form pursuant to Article XII herein, the Term Bonds will be selected for Mandatory Redemption by the DTC in accordance with its procedures. If the book-entry only system is discontinued, the Term Bonds will be selected for Mandatory Redemption by lot or other customary random method.

The principal amount of the Term Bonds of a given maturity required to be redeemed pursuant to the operation of such Mandatory Redemption provisions shall be reduced, at the option of the District, by the principal amount of the Term Bonds of such maturity which, at least fifty (50) days prior to the date of such Mandatory Redemption, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase thereof, and delivered to the Registrar for cancellation, (2) shall have been purchased and cancelled by the Registrar at the request of the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not thereto credited against a Mandatory Redemption requirement.

In the event all or any part of the Bonds then outstanding shall be called for redemption before maturity, notice thereof in writing shall be mailed, properly stamped and addressed, to each registered owner of the Bonds to be redeemed, at least thirty (30) days before the date fixed for redemption. Payment of interest shall cease upon the date set for redemption, and the Paying Agent/Registrar shall notify the registered owner hereof, in writing, of both the redemption date and the termination of payment or accrual of interest.

This Bond and the other Bonds of the series of which it is a part, has been designated a Qualified Tax-Exempt Obligation for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

As provided in the Bond Order and subject to certain limitations therein set forth, this Bond is transferable on the Bond Register of the District, upon surrender of this Bond for transfer at the corporate trust office of the Paying Agent/Registrar, currently The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, duly executed by the registered owner hereof, or the registered owner's attorney duly authorized in writing, and thereupon one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond during a period beginning at the opening of business on the fifteenth (15<sup>th</sup>) calendar day of the month next preceding an interest payment date and ending at the close of business on the next succeeding interest payment date. Neither the District nor the Paying Agent/Registrar shall be required to (1) issue, transfer or exchange any Bond selected for redemption during a period beginning at the opening of business fifteen (15) calendar days before the date of the first mailing of a notice of redemption of Bonds hereunder and ending at the close of business on the day of such mailing, or (2) thereafter to transfer or exchange any Bond so selected for redemption in whole or in part where such redemption is scheduled to occur within thirty (30) calendar days.

The District, the Paying Agent/Registrar, and any agent of either of them shall treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and neither the District, the Paying Agent/Registrar, nor any agent shall be affected by notice to the contrary.

The District reserves the right to issue additional bonds and other evidences of indebtedness in the manner provided by Chapters 49 and 54, Texas Water Code, as amended, including without limitation, inferior lien bonds, refunding bonds, revenue

bonds and special project bonds. Reference is made to the Bond Order for a complete description of the right to issue such additional bonds.

The District is party to a Strategic Partnership Agreement with the City of Conroe (the "City") pursuant to which the City has agreed not to annex the District for full purposes prior to December 31, 2034 without the consent of the District. If the District is annexed by the City for full purposes, the City must assume all of the debts, liabilities and obligations of the District, including the Bonds and any outstanding bonds and must perform all of the functions of the District, including the provision of services. If the District is annexed for full purposes and the obligations thereof payable in whole or in part from ad valorem taxes become obligations of the City, the City is thereafter required to levy and collect taxes on all taxable property in the City sufficient to pay the principal of and interest on the Bonds and any outstanding bonds as it becomes due and payable. There are also provisions of state law which permit the consolidation of a district with one or more other districts. Reference is hereby made to the Bond Order for a more complete description of the terms, conditions and circumstances under and by virtue of which the District may be annexed or consolidated, and to the provisions of which the registered holder of this Bond by acceptance hereof expressly consents.

No Bond shall be valid or obligatory for any purpose or be entitled to any benefit under the Bond Order until the certificate of authentication hereon shall have been signed by the Paying Agent/Registrar.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond and the Bonds is duly authorized by law; that all acts, conditions and things required to exist and necessary to be done or performed precedent to and in the issuance of this Bond and the Bonds to render the same lawful, valid and binding have been properly done and performed and have happened in regular and due time, form and manner as required by law; that all acts, conditions and things necessary to be done or performed by the District or to have happened precedent to and in the execution and delivery of the Bond Order have been done and performed and have happened in regular and due form as required by law; that due provision has been made in the Bond Order have been done and performed and have happened in regular and due form as required by law; that due provision has been made in the Bond Order for the payment of the principal of and interest on this Bond and the Bonds by the levy of a direct annual ad valorem tax upon all taxable property in the District sufficient to pay the principal of and interest on this Bond in the manner provided by Section 54.503(1), Texas Water Code, as amended; that payment in full for the Bonds has been received; and that the issuance of the Bonds does not contravene or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be executed in its name by the President of its Board of Directors and to be attested to by the Secretary or Assistant Secretary of its Board of Directors both by their respective manual signatures, and the official seal of the District to be placed hereon.

#### RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

#### /s/ JULIE GILMER

Authorized Signatory

President, Board of Directors

By:

ATTEST: \_\_/s/ KARL SAKOCIUS Secretary

(SEAL)

#### Certificate of Authentication

This is one of the Bonds referred to in the within-mentioned Bond Order. The undersigned Paying Agent/Registrar hereby certifies that on file in its office is an opinion of the Attorney General of the State of Texas approving the originally issued Bonds and the proceedings relating thereto and that such Bonds contain a Certificate of Registration by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust Company, N.A., as Paying Agent/Registrar

DATED \_\_\_\_\_

# Assignment

By:

thereof, with full power of substitution in the premises.

Dated:

The signature of the registered owner appearing on this Assignment is hereby verified as true and and genuine and is guaranteed by:

(Bank, Trust Company, or Brokerage Firm)

(Authorized Representative)

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full.

Additional abbreviations may also be used though not in list above.

Registered Owner

NOTICE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular

# EXHIBIT B

# WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. <u>Arbitrage</u>. With respect to the investment and expenditure of the proceeds of the River Plantation Municipal Utility District Unlimited Tax Bonds, Series 2025 in the par amount of \$8,050,000 (the "Bonds") the District's Board of Directors (the "Responsible Persons") will :

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Bonds will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Bonds to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Bonds ("Issue Date");
- restrict the yield of the investments to the yield on the Bonds after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund, to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12month period;
- ensure that no more than 50% of the proceeds of the Bonds are invested in an investment with a guaranteed yield for 4 years or more;
- maintain any official action of the District (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Bonds are retired.

B. <u>Private Business Use</u>. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the District's Board of Directors will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Bonds are outstanding, any person, other than the District, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in this Order related to the public use of the facilities.

C. <u>Record Retention</u>. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt bonds or obligations, such records shall be maintained until the three (3) years after the refunding bonds or obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. <u>Responsible Persons</u>. Each Responsible Person shall receive appropriate training regarding the District's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

I, the undersigned Secretary of the Board of Directors of River Plantation Municipal Utility District hereby certify that the foregoing is a true and correct copy of the Bond Order and excerpts of minutes, which Bond Order was adopted by said Board of Directors at its regular meeting on May 22, 2025, as same appear of record in the official minutes of said Board of Directors on file in said District's office.

I further certify that said meeting was open to the public, and that notice thereof was posted in compliance with the provisions of Tex. Gov't. Code Ann. §551.001 et seq.

Witness my hand and the official seal of said District, this May 22, 2025.

Secretary



## BOND REGISTER, PAYING AGENCY AND TRANSFER AGENCY AGREEMENT

THIS BOND REGISTER, PAYING AGENCY AND TRANSFER AGENCY AGREEMENT (hereinafter designated as the "Agreement"), executed this May 22, 2025, by and between River Plantation Municipal Utility District (hereinafter referred to as the "Issuer"), and The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America (hereinafter together with any successor designated as the "Bank").

# $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the Issuer is authorized to issue its River Plantation Municipal Utility District Unlimited Tax Bonds, Series 2025 (the "Bonds") in an aggregate principal amount of \$8,050,000 in accordance with the Bond Order dated May 22, 2025 (the "Bond Order");

WHEREAS, the District has selected Bank to serve as Paying Agent and Registrar in connection with the payment of the principal of, premium, if any, and interest on said Bonds and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, Bank has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent/Registrar for the Bonds;

NOW, THEREFORE, it is mutually agreed as follows:

## ARTICLE ONE

## APPOINTMENT OF PAYING AGENT/REGISTRAR

Section 1.01. <u>Appointment.</u> The District hereby appoints Bank to serve as Paying Agent with respect to the Bonds, to pay to the registered owners of the Bonds the principal of, premium (if any) and interest on the Bonds as the same becomes due and payable, all in accordance with this Agreement and the Bond Order (hereinafter defined).

The District hereby appoints Bank as Registrar with respect to the Bonds, and as Registrar for the Bonds, Bank shall keep and maintain for and on behalf of the District, books and records as to the ownership of said Bonds and with respect to the transfer and exchange of said Bonds as provided herein and in the Bond Order.

Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Bonds.

Section 1.02. <u>Compensation</u>. As compensation for Bank's services as Paying Agent/Registrar, the District hereby agrees to pay Bank the fees and amounts set forth in Exhibit "A" attached hereto for the remainder of the Fiscal Year during which this Agreement is executed

and thereafter the fees and amounts set forth in Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the District on or before 90 days prior to the close of the Fiscal Year of the District, and shall be effective on the first day of the following Fiscal Year.

In addition, the District agrees to reimburse Bank upon its request for all reasonable expenses, disbursements and advances (including the reasonable compensation and expenses and disbursements of its agents and counsel) incurred or made by Bank pursuant to, or as a result of, any of the provisions hereof.

## ARTICLE TWO

#### DEFINITIONS

Section 2.01. <u>Definitions</u>. For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

"Bank" means the corporate trust office of Bank as indicated by the Bank Delivery Address, as noted on the Bank's signature page to this Agreement.

"Bond Order" means the order of the Board of Directors of the District, dated May 22, 2025, pursuant to which the Bonds are issued and certified by the Secretary of the Board of Directors of the District or any other officer of the District and delivered to Bank.

"Bond Documents" means the Bond Order and all other documents relating to the offering, execution, delivery and sale of the Bonds.

"Financial Advisor" means Rathmann & Associates and its successors.

"Fiscal Year" means the fiscal year of the District ending September 30 in each year.

"Holder" and "Bondholder" each means a Person in whose name the Bonds are registered in the Bond Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the District by an officer of the Board of Directors of the District or such other person named, or appointed by virtue of holding a particular position with the District, in the Bond Order as authorized to sign, and delivered to Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Bonds" of any particular Bond or Bonds means every previous Bond or Bonds evidencing all or a portion of the same obligation as that evidenced by such particular Bond or Bonds (and, for the purposes of this definition, any Bond or Bonds registered and delivered under Section 4.06 in lieu of a mutilated, lost, destroyed or stolen Bond or Bonds shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Bond or Bonds).

"Redemption Date" when used with respect to the Bonds to be redeemed means the date fixed for such redemption pursuant to the terms of the Bond Order.

"Responsible Officer" when used with respect to Bank means the officers, directors, employees and agents or any other officer of Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject and having responsibility for the administration of this Agreement.

"Bond Register" means the books and records to be maintained by Bank on behalf of the District relating to the registration, transfer, exchange, and payment of the Bonds.

"Stated Maturity" means the date specified in the Bond Order as the fixed date on which the principal of the Bonds are scheduled to be due and payable.

Section 2.02. <u>Other Definitions</u>. The terms "Bank," "Bonds" and "District" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to Bank when it is performing the functions associated with such terms in this Agreement.

Section 2.03. <u>Construction of Terms</u>. If appropriate in the context of this Agreement, words of the singular number shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

### ARTICLE THREE

### PAYING AGENT

Section 3.01. <u>Duties of Paying Agent</u>. As Paying Agent, Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the District, pay on behalf of the District the principal of the Bonds at their Stated Maturity or Redemption Date to the Holder upon surrender of the bond certificate to Bank at the Bank Office.

As Paying Agent, Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the District, pay on behalf of the District the interest on the Bonds when due. Bank shall compute the amount of interest to be paid each Holder, and shall prepare and send a check in such amount by United States mail (first class postage prepaid) on or prior to each interest payment date, to the Holder of the Bonds (or Predecessor Bonds) whose name appears in the Bond Register on the record date. Such checks shall be mailed in such manner to such Holder at the address for such Holder appearing on the Bond Register, or shall be transmitted to such Holder on each interest payment date by such other method acceptable to Bank, requested in writing by, and at the risk and expense of, the Holder.

Section 3.02. <u>Closing Memorandum</u>. The Bank is authorized to receive the purchase price of and, if applicable, accrued interest on the Bonds from the underwriter of the Bonds and to transfer said funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor or other agent. The Bank may act on an electronic mail transmission of the closing memorandum acknowledged by the Issuer or the Issuer's financial advisor as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 3.03. <u>Payment Dates</u>. The District hereby instructs Bank to pay the principal of and interest on the Bonds at the dates specified in the Bond Order.

## ARTICLE FOUR

### REGISTRAR

Section 4.01. <u>Transfer and Exchange</u>. Bank agrees to keep and maintain for and on behalf of the District at the Bank Office, books and records (herein sometimes referred to as the "Bond Register") for recording the names and addresses of the Holders of the Bonds, the transfer, exchange and replacement of the Bonds and the payment of the principal of and interest on the Bonds to the Holders and containing such other information as may be reasonably required by the District and subject to such reasonable regulations as the District and Bank may prescribe. All transfers, exchanges and replacement of the Bonds shall be noted in the Bond Register.

Every bond certificate surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to Bank, duly executed by the Holder or his attorney duly authorized in writing.

As a condition to effecting a re-registration, transfer or exchange of the Bonds, the Registrar may request any supporting documentation it feels necessary to effect a registration, transfer or exchange of the Bonds. To the extent possible and under reasonable circumstances, Bank agrees that, in relation to an exchange or transfer of the Bonds, the exchange or transfer by the Holders thereof will be completed and new bonds delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Bonds to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. <u>Certificates</u>. The District shall provide the Registrar with an adequate inventory of bond certificates to facilitate transfers. Bank covenants that it will maintain the bond certificates in safekeeping, and will use reasonable care in maintaining such bond certificates in

safekeeping which shall be not less than the level of care it maintains for debt securities of other governments or corporations for which it serves as registrar, or which it maintains for its own securities.

Section 4.03. <u>Form of Bond Register</u>. Bank as Registrar will maintain the records of the Bond Register in accordance with Bank's general practices and procedures in effect from time to time. Bank shall not be obligated to maintain such Register in any form other than those which Bank has currently available and currently utilizes at the time.

The Bond Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. <u>List of Bondholders</u>. Bank will provide the District at any time requested in writing by the District, upon payment of the required fee, a copy of the information contained in the Bond Register. The District may also inspect the information in the Bond Register at any time Bank is customarily open for business, provided that reasonable time is allowed Bank to provide an up-to-date listing or to convert the information into written form.

Bank will not release or disclose the content of the Bond Register to any Person other than to, or at the written request of, an authorized officer or employee of the District as specified in an order or resolution of the District's board of directors, except upon receipt of a subpoena or court order or as required by law. Upon receipt of a subpoena or court order or other legal proceedings, Bank will notify the District so that the District may contest the same.

Section 4.05. <u>Return of Cancelled Certificates</u>. Bank will, at such reasonable intervals as it determines, surrender to the District those Bond certificates in lieu of which or in exchange for which other Bond certificates have been issued, or which have been paid.

Section 4.06. <u>Mutilated, Destroyed, Lost or Stolen Bond Certificates</u>. The District hereby instructs Bank to deliver and issue Bond certificates in exchange for or in lieu of mutilated, destroyed, lost or stolen Bond certificates as long as the same does not result in an over-issuance.

Bank will issue and deliver a new Bond certificate in exchange for a mutilated Bond certificate surrendered to it. Bank will issue a new Bond certificate in lieu of Bond certificate for which it received written representation from the Holder that the certificate representing such Bond is destroyed, lost or stolen; without the surrender or production of the original certificate. Bank will pay on behalf of the District the unpaid principal and premium, if any, of a Bond at the Stated Maturity or on the Redemption Date, for which it receives written representation that the certificate representing such Bond is destroyed, lost or stolen without the surrender or production of the original certificate representation that the certificate representation that the certificate representing such Bond is destroyed, lost or stolen without the surrender or production of the original certificate.

Bank will not issue a replacement Bond certificate or pay such replacement Bond certificate unless there is delivered to Bank such security or indemnity as it may require (which may be by Bank's blanket Lost Original Instruments bond) to save both Bank and the District harmless.

On satisfaction of Bank and the District that a Bond certificate has been mutilated, destroyed, lost or stolen, the certificate number on the mutilated, destroyed, lost or stolen Bond certificate will be cancelled with a notation that it has been mutilated, destroyed, lost or stolen and a new Bond certificate will be issued of the same series and of like tenor and principal amount bearing a number (according to the Bond Register) not contemporaneously outstanding.

Bank may charge the Holder Bank's fees and expenses in connection with issuing a new Bond certificate in lieu of or in exchange for a mutilated, destroyed, lost or stolen Bond certificate.

The District hereby accepts Bank's current blanket Lost Original Instruments bond for lost, stolen, or destroyed certificates and any future substitute blanket bond for lost, stolen or destroyed certificates that Bank may arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. Bank need not notify the District of any changes in the security or other security or company giving such bond or the terms of any such bond. At any time Bank is customarily open for business, the blanket Lost Original Instruments bond then utilized for the purpose of lost, stolen or destroyed certificates by Bank shall be available for inspection by the District on request. The District hereby accepts Bank's indemnity to replace Bond certificates destroyed or lost while in the possession or under the control of Bank.

Section 4.07. <u>Transaction Information to District</u>. Bank will, within a reasonable time after receipt of an Issuer Request, furnish the District information as to the Bonds it has paid pursuant to Section 3.01, Bond certificates it has delivered upon the transfer or exchange of any Bond certificates pursuant to Section 4.01, and Bond certificates it has delivered in exchange for or in lieu of mutilated, destroyed, lost or stolen Bond certificates pursuant to Section 4.06.

### ARTICLE FIVE

### BANK'S DUTIES

Section 5.01. <u>Duties of Bank</u>. Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02. Reliance on Documents, Etc.

(a) Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to Bank by the District.

(b) Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved in a court of competent jurisdiction that Bank was negligent in ascertaining the pertinent facts.

(c) No provision of this Agreement shall require Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risk or liability is not assured to it.

(d) Bank may rely and shall be protected by the District against any claim by the District or any other Person in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, Bank need not examine the ownership of any Bonds, but is protected in acting upon receipt of a Bond certificate containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by District.

(e) Bank may consult with legal counsel, and the written advice of such counsel or any opinion shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of Bank.

Section 5.03. <u>Recitals of District</u>. The recitals contained herein other than any recital relating to the power and authority of Bank under this Agreement and in the Bonds shall be taken as the statements of the District, and Bank assumes no responsibility for their correctness.

Bank shall in no event be liable to the District, any Holder or Holders of any Bond or any other Person for any amount due on any Bond from its own funds.

Section 5.04. <u>May Hold Bonds</u>. Bank, in its individual or any other capacity, may become the owner or pledgee of the Bonds and may otherwise deal with the District with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent; provided that such dealings do not result in a breach of any duties or agreements imposed by this Agreement.

Section 5.05. <u>Moneys Held by Bank</u>. Money deposited by the Issuer with the Bank for payment of the principal (or Redemption Price, if applicable) of or interest on any Bonds shall be segregated from other funds of the Bank and the Issuer and shall be held in trust for the benefit of the Owners of such Bonds.

All funds at any time and from time to time provided to or held by Bank that exceed the deposit insurance provided by the Federal Deposit Insurance Corporation will be fully collateralized with obligations that are eligible under the laws of the State of Texas.

Funds which represent principal of and interest on the Bonds remaining unclaimed for three years from the date such amounts have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

The Bank shall be under no liability for interest on any money received by it hereunder.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as Trustee under indentures authorizing other bond transactions, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06. <u>Indemnification</u>. To the extent permitted by law, the District agrees to indemnify Bank for and hold it harmless against any loss, liability or expense incurred by Bank without negligence or willful misconduct on Bank's part, arising out of or in connection with its acceptance or administration of Bank's duties hereunder, including the cost and expense (including Bank's counsel fees) of defending against any claim or liability in connection with the exercise or performance of any of Bank's powers or duties under this Agreement. This Section 5.06 shall survive the termination of this Agreement and the earlier removal or resignation of the Bank.

Section 5.07. <u>Interpleader</u>. The District and Bank agree that Bank may seek adjudication of any adverse claim, demand or controversy over its person as well as funds on deposits, in any court of competent jurisdiction in the State of Texas where either the Bank Office or the Administrative Office of the District is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The District and Bank further agree that Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. <u>Depository Services</u>. It is hereby represented and warranted that, in the event the Bonds are otherwise qualified and accepted for Depository Trust Company or equivalent depository trust service by other organizations, Bank has the capability and, to the extent within its control, will comply with the operational arrangements, which establishes requirements for securities to be eligible for such type depository trust services, including but not limited to, requirements for the timeliness of payments and funds availability, bond certificate transfer turnaround time, and notification of redemptions and calls.

### ARTICLE SIX

### MISCELLANEOUS PROVISIONS

Section 6.01. <u>Amendment</u>. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. <u>Notices</u>. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or Bank shall be mailed or delivered to the District or Bank, respectively, at the address shown on the signature pages.

Section 6.04. <u>Effect of Headings</u>. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. <u>Successors and Assigns</u>. All covenants and agreements herein by the District and Bank shall bind their respective successors and assigns, whether so expressed or not.

Section 6.06. <u>Merger, Conversion, Consolidation or Succession</u>. Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Bond shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Bond so registered with the same effect as if such successor Bank had itself registered such Bond.

Section 6.07. <u>Severability</u>. In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired thereby.

Section 6.08. <u>Benefits of Agreement</u>. Nothing herein, expressed or implied, shall be given to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.09. <u>Entire Agreement</u>. This Agreement and the Bond Order constitute the entire agreement between the parties hereto relative Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Bond Order, the Bond Order shall govern.

Section 6.10. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11. <u>Termination</u>. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Bonds to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the District and such appointment accepted and (b) notice given to the Holders of the Bonds of the appointment of a successor Paying Agent/Registrar. Furthermore, Bank and the District mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Bonds.

Upon an early termination of this Agreement, Bank agrees to promptly transfer and deliver the Bond Register (or a copy thereof), together with other pertinent books and records relating to the Bonds, to the successor Paying Agent/Registrar designated and appointed by the District. The provisions of Section 1.02 and of Article Five shall survive, and remain in full force and effect following the termination of this Agreement.

Section 6.12 <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.13. <u>Compliance with Texas Government Code Section 2252.152.</u> Pursuant to Section 2252.152 of the Texas Government Code, Bank hereby verifies that it is not engaged in active business operations with Sudan, Iran, or a foreign terrorist organization. For purposes of this Agreement, the phrase "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

Section 6.14. <u>Compliance with Texas Government Code Section 2252.908.</u> Pursuant to Section 2252.908(c)(4), Texas Government Code, the Form 1295 filing requirement does not apply to a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity. Bank hereby represents to Issuer that the Bank is a wholly owned subsidiary of The Bank of New York Mellon Corporation, a publicly traded business entity. As such, the Bank is not required to deliver a Form 1295.

Section 6.15. Inapplicability of Texas Government Code Chapters 809, 2271, 2274 and 2276. This Agreement has a value of less than \$100,000. Because this contract does not have a value of \$100,000 or greater and the statutory effect of this value allows for the exemption of the requirements, the Bank is not required by Chapters 809, 2271, 2274 and 2276, Texas Government Code, to verify that it does not and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, does not boycott and will not boycott Israel, and does not boycott and will not boycott energy companies. The term "discriminates against a firearm entity or firearm trade association" as used in this paragraph has the meaning assigned to the term in Section 2274.001 of the Texas Government Code, as amended. The term "boycotts energy companies" and "boycott energy companies" as used in this paragraph have the meanings assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code, as amended. The term "boycott Israel" as used in this paragraph means refusing to deal with, terminating business activities with, or otherwise taking any action that is not intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

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

President

ATTEST:





District Physical and Mailing Address: River Plantation Municipal Utility District 2727 Allen Parkway, Suite 1100 Houston, Texas 77019 (713) 652-6500

# THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. "Bank"

	By:
	Name:
	Title:
ATTEST:	
By:	
Name:	

Bank Address and Bank Delivery Address: The Bank of New York Mellon Trust Company, N.A. 500 Ross Street, Suite 625 Pittsburg, PA 15262

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

EXHIBIT "A" (Fee Schedule)

## AUTHENTICATION AND SIGNATURE IDENTIFICATION CERTIFICATE OF PAYING AGENT/REGISTRAR

The undersigned officer of The Bank of New York Mellon Trust Company, N.A., serving as Paying Agent/Registrar (the "Paying Agent/Registrar") under the Bond Register, Paying Agency and Transfer Agency Agreement (the "Paying Agent Agreement"), between River Plantation Municipal Utility District (the "District") and the Paying Agent/Registrar for the District's \$8,050,000 Unlimited Tax Bonds, Series 2025, hereby certifies as follows:

(a) The Paying Agent Agreement was executed on behalf of the Paying Agent/Registrar by the persons named below whose offices appear set opposite their name, and said persons were at the time of executing the Paying Agent Agreement and are now duly elected, qualified and acting incumbents of their offices, and the signatures appearing after said persons' names are the true and correct specimens of such persons' genuine signatures:

NAME	OFFICE	SIGNATURE

(b) The foregoing officers of the Paying Agent/Registrar named in paragraph A, by virtue of the authority delegated to them by the Board of Directors of the Paying Agent/Registrar pursuant to a resolution, a true and correct copy of which is attached hereto as Exhibit "A", are authorized to execute and deliver the Paying Agent Agreement, and the officers of the Paying Agent/Registrar named in paragraph A, by virtue of the authority delegated to them by the Board of Directors pursuant to the aforementioned resolution, are authorized to execute, on behalf of the Paying Agent/Registrar, such other and further documents as may be necessary or incidental to the acceptance and performance of the duties set forth in the Bond Register, Paying Agency and Transfer Agency Agreement, to attest to any of the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand this

The Bank of New York Mellon Trust Company, N.A.

By:		
Name:		
Title:		

Exhibit "A" - Resolution of Board of Directors of Paying Agent/Registrar

GENERAL OPERATING FUND - Central Bank

Ending Balance from last meeting	\$	94,174.68
Receipts		
Transfer from General Operating - Online		
Payment from AG Utility Underground, LLC., service line leak	+	69,034.63
Interest earned on account	+	514.50
	+	14.66
Withdrawals		
Bank service charges		- 00
	-	5.00
Checks previously approved		
1276 - Consolidated, blank check for internet expense		
1277 - River Plantation MUD - Joint Drainage, blank check for billing		
1278 - River Plantation MUD - STP, blank check for billing		
1322 - Centerpoint Energy, blank check for utility expense, holding		
1323 - Entergy, blank check for utility expense, holding		
Checks presented for signatures on May 22, 2025		
1325 - Alpha Lawn Care, lawn services	_	7,725.00
1326 - Dynamic Cleaning Crew, LLC., office cleaning	_	75.00
1327 - Gilbert Mediation Group, legal fee	_	1,800.00
1328 - L & S District Services, LLC., bookkeeping fees & expenses for April	_	4,067.19
1329 - Municipal Operations & Consulting, Inc., maintenance & operations for April	_	72,783.12
1330 - Prepared Publications, Inc., operations admin		237,78
1331 - River Plantation MUD - Joint Drainage, billing		926.09
1332 - River Plantation MUD - STP, billing		20,504.55
1333 - Smith, Murdaugh, Little & Bonham, LLP., legal fees	_	9,339.30
1334 - The Radich Law Firm, PLLC., legal fees	_	14,259.00
1335 - TML Intergovernmental Risk Pool, liability deductible	_	1,000.00
1336 - Touchstone District Services, emergency alert system	-	200.00
1337 - Vogler & Spencer Engineering, general engineering fees - \$3,062.50,		200.00
Mosswood WaterLine Extension - \$266.25,		
Sanitary Sinkhole Repairs - \$600.00, 703 Fairway Oaks - \$6,230.54,		
Emergency Preparedness Plan - \$150.00	-	10,309.29
1338 - Matthew Beesley, refund	-	40.50
1339 - Wendy Roush, refund	_	132.41
1340 - Donald / Dana Hayden, refund	-	221.99
1341 - Pagaya Smartresi F1 Fund Property, refund	-	105.95
1342 - Terry Osborn, refund	-	95.00
1343 - Open House Texas Realty & Invest LLC, refund	_	128.01
1344 - Mary Delaney Begin, refund	-	92.84
Total Disbursements	\$	144,048.02
Ending Balance at May 22, 2025	\$	19,690.45

# GENERAL OPERATING FUND - ONLINE - Central

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Ending Balance from last meeting	\$	35,490.73
Receipts Accounts Receivable	+	61,891.90
<u>Withdrawals</u> Transfer to General Operating Fund Customer returned NSF items Bank service charge Total Disbursements	- -	69,034.63 395.63 5.00
Ending Balance at May 22, 2025	\$ \$	69,435.26 27,947.37
Investments General Operating Fund - Texas Class	_\$	1,221,076.93
Total Operating Funds	\$	1,268,714.75
TAX DEPOSIT ACCOUNT - Central Bank		
Ending Balance from last meeting	\$	25,166.27
Receipts Tax Collections Interest earned on account	+ +	24,220.24 2.06
<u>Withdrawals</u> Bank service charge Total Disbursements		<u> </u>
Ending Balance at May 22, 2025	\$	49,328.57
2024 Levy - \$1,528,430.63 (91.92% collected as of 4/30/25) All Outstanding - \$182,360.34		

# CAPITAL PROJECTS FUND - Central Bank

Ending Balance from last meeting	\$	85,668.33
Receipts		
Accounts Receivable - East Plantation UD Transfer from Capital Projects Fund - Texas Class	+ +	3,607.75
Interest earned on account	+ +	65,000.00 5.45
	•	9.40
Withdrawals		
Bank service charge	-	5.00
Checks presented for signatures on May 22, 2025		,
4042 - Allteam Solutions, LLC., Sanitary Sewer Sinkhole Repairs, Pay Estimate No. 2 & Final	-	43,970.00
4043 - Insituform Technologies, LLC., Sanitary Sewer Rehab Phase 2, Pay Estimate No. 5 & Final	-	78,536.45
4044 - Vogler & Spencer Engineering, Wastewater Treatment Facility Rehab Phase 1 - \$986.70,		•
Plantation Village Drainage Improvements - \$370.00	-	1,356.70
Total Disbursements	\$	123,868 15
Ending Balance at May 22, 2025	\$	30,413,38
Investments		
Texas Class - Series 2022 WSD	\$	925,709.96
Total Capital Projects Funds	\$	956,123,34
DEBT SERVICE FUND - Texas Class		· · ·
Ending Balance from last meeting	\$	811,668.67
	Ψ	011,000.07
<u>Receipts</u>		
Interest earned on account	+	2,679.54
Ending Balance at May 22, 2025	\$	814,348.21
	*	017,070.21

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SEWER TREATMENT PLANT FUND - Central Bank		
Ending Balance from last meeting	\$	7,474.24
Receipts		!
Accounts Receivable - East Plantation UD	+	24,799.07
<u>Nithdrawals</u>		
Bank service charge	-	5.00
Checks previously approved		   
3064 - Entergy, blank check for utility expense, holding		
3065 - Republic Services, blank check for garbage expense, holding		
hecks presented for signatures on May 22, 2025		
3066 - GFL Environmental, sludge removal	-	4,560.00
3067 - L & S District Services, LLC., bookkeeping fees & expenses for April	-	610.95
3068 - Municipal Operations & Consulting, operations & maintenance		23,723 21
Total Disbursements	\$	28,899 16
nding Balance at May 22, 2025	\$	3,374,15

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JOINT DRAINAGE FUND - Central Bank			
Ending Balance from last meeting	\$	12,946	.54
<u>Receipts</u> Accounts Receivable - East Plantation UD Accounts Receivable - River Plantation MUD	+	4,022	
<u>Withdrawals</u> Bank service charge	-	3,096. 5.	.00
Checks previously approved 2041 - Entergy, blank check for utility expense, holding		:	
Checks presented for signatures on May 22, 2025			
2042 - L & S District Services, LLC., bookkeeping fees & expenses for April 2043 - Vogler & Spencer Engineering, East Ditch Rehab - \$180.00, East Ditch General - \$532.50	-	460 712	i <b>-</b> -
Total Disbursements	\$	1,178	
Ending Balance at May 22, 2025	\$	18,887.	84

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#### 6:21 PM 05/20/25 Accrual Basis

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# River Plantation MUD General Operating Fund Profit & Loss Budget Performance April 2025

	Apr 25	Oct '24 - Apr 25	Annual Budget
Ordinary Income/Expense			
Income			
Water Revenue			
4100 · Customer Service Fees - Water	32,661.75	191,115.43	317,365.00
4110 · Water Tap Connection Fees	0.00	4,800.00	26,000.00
4150 · LSGCD Fees	685.19	4,242.81	7,350.00
Total Water Revenue	33,346.94	200,158.24	350,715.00
Sewer Revenue			
4200 · Customer Service Fees - Sewer	34,206.56	235,867.74	416,750.00
Total Sewer Revenue	34,206.56	235,867.74	416,750.00
Other Revenues			
4320 · Maintenance Taxes	15,633.01	1,180,487.49	953,200.00
4330 · Penalties and Interest	808.95	6,904.77	12,000.00
4380 · Termination/Reconnection/NSF Fe	2,277.57	17,571.22	39,500.00
4400 · Transfer/Connection Fees	270.00	2,130.00	3,360.00
4600 · TCEQ Assessment Fees	316.79	2,115.09	3,340.00
4800 · Customer Service Inspections	0.00	0.00	2,000.00
5380 · Miscellaneous Income	0.00	0.00	1,000.00
5391 · Interest Income	4,414.32	24,404.63	50,000.00
Total Other Revenues	23,720.64	1,233,613.20	1,064,400.00
Total Income	91,274.14	1,669,639.18	1,831,865.00
Expense			
Water Expenses			
6124 · Laboratory Expense	2,008.90	8,059.15	12,000.00
6126 · Permit Fees	0.00	100.00	3,500.00
6127 · LSGWCD Fees	0.00	19,198.81	20,500.00
6130 · TCEQ Regulatory - Water	0.00	0.00	2,050.00
6132 · Operator Fees	7,500.82	55,994.61	115,000.00
6135 · Repairs & Maintenance	39,215.34	213,517.76	291,197.00
6136 · Landscape Services - Water	3,862.50	30,962.50	81,890.00
6142 Chemicals	684.03	4,435.28	6,700.00
6152 · Utilities	5,332.43	36,751.91	60,000.00
6170 Tap Connection Expense	801.00	801.00	26,000.00
Total Water Expenses	59,405.02	369,821.02	618,837.00
Sewer Expenses			
6201 · Purchased Sewer Service	0.00	107,641.87	267,901.00
6224 · Laboratory Expense	0.00	0.00	2,000.00
6226 · Permit Fees	0.00	5,074.48	5,600.00
6232 Operator Fees	3,059.04	23,519.14	50,000.00
6235 · Repair and Maintenance	16,611.53	113,959.11	109,600.00
6236 · Landscape Services - Wastewater	3,862.50	27,262.50	81,890.00
6237 · Sludge Removal	0.00	2,736.00	0.00
······································	****	2,	0.00

#### 6:21 PM 05/20/25 Accrual Basis

# River Plantation MUD General Operating Fund Profit & Loss Budget Performance April 2025

	Арг 25	Oct '24 - Apr 25	Annual Budget
6240 · Purchased Drainage	0.00	7,065.35	22,900.00
6242 · Chemicals	222.75	1,740.75	400.00
6252 · Utilities	96.33	702.37	1,100.00
6271 · Tap Connection - Wastewater	0.00	8,175.48	5,000.00
6276 · Maintenance & Repairs - Park	0.00	0.00	40,000.00
Total Sewer Expenses	23,852.15	297,877.05	586,391.00
Other Expenses			
6310 · Director Fees	0.00	9,450.00	11,250.00
6314 · Payroli Taxes	0.00	722.93	1,125.00
6320 · Legal Fees	23,598.30	162,119.51	205,000.00
6321 - Auditing Fees	0.00	24,600.00	12,000.00
6322 · Engineering Fees	10,309.29	89,724.29	80,300.00
6325 · Election Expense	0.00	14,069.00	0.00.
6326 · TCEQ Assessment Fees	0.00	1,917.44	0.00
6330 · Appraisal District Fees	0.00	6,694.00	14,000.00
6333 · Bookkeeping Fees	4,067.19	29,153.42	49,800.00
6335 · M&R - Park	0.00	5,065.91	60,000.00
6337 · Tax Assessor/Collector	0.00	0.00	800.00
6338 · Legal Notices/Other Publication	0.00	847.90	1,000.00
6340 · Office Expense	75.00	150.00	1,000.00
6341 · Delivery Expense	0.00	0.00	500.00
6353 · Insurance	0.00	38,002.44	35,000.00
6354 · Travel Expense	0.00	623.86	4,000.00
6356 · Registration/Membership Fees	0.00	1,395.00	3,000.00
6357 Website Expense	200.00	1,000.00	0.00
6359 · Other Expenses	10.00	6,306.49	20,000.00
6361 · Mass Communication Expense	0.00	1,423.95	3,500.00
Total Other Expenses	38,259.78	393,266.14	502,275.00
Total Expense	121,516.95	1,060,964.21	1,707,503.00
Net Ordinary Income	-30,242.81	608,674.97	124,362.00
Net Income	-30,242.81	608,674.97	124,362.00

2:03 PM 05/20/25 Accrual Basis

# River Plantation MUD STP Fund Profit & Loss Budget Performance March 2025

	Mar 25	Oct '24 - Mar 25	Annual Budget
Ordinary Income/Expense			
Income			
4203 · RP MUD Revenue	20,504.55	107,641.87	267,901.05
4204 EPUD Revenue	13,011.26	68,832.61	172,218.95
5391 · Interest earned	0.00	0.00	50.00
Total Income	33,515.81	176,474.48	440,170.00
Expense			
6236 · Mowing - Wastewater	0.00	0.00	900.00
6397 · Garbage Expense	257.65	1,480.34	2,460.00
6224 · Laboratory Expense	1,139.60	10,340.00	20,740.00
6226 · Permit Fees	0.00	0.00	34,000.00
6232 · Operator Fees	1,590.00	9,192.00	25,000.00
6235 · Repair and Maintenance	19,936.10	114,237.95	200,000.00
6237 · Sludge Removal	912.00	3,648.00	30,000.00
6242 Chemicals	2,383.22	6,784.94	12,150.00
6251 · Telephone	0.00	0.00	720.00
6252 · Utilities	3,529.08	23,910.77	48,700.00
6322 · Engineering Fees	3,150.00	3,150.00	50,000.00
6333 · Bookkeeping Fees	613.16	3,665.48	7,400.00
6353 · Insurance	0.00	0.00	5,000.00
6359 Other Expenses	5.00	65.00	100.00
6395 · Security Service	0.00	0.00	3,000.00
Total Expense	33,515.81	176,474.48	440,170.00
Net Ordinary Income	0.00	0.00	0.00
Income	0.00	0.00	0.00

#### 2:20 PM 05/20/25 Accrual Basis

# **River Plantation MUD Joint Drainage Fund Profit & Loss Budget Performance**

March 2025

	Mar 25	Oct '24 - Mar 25	Annual Budget
Ordinary Income/Expense			
Income			
4203 - RP MUD Revenue	926.08	10,720.32	22,900.00
4204 · EPUD Revenue	926.09	10,720.35	22,900.00
5391 · Interest Earned on Checking	0.00	0.00	50.00
Total Income	1,852.17	21,440.67	45,850.00
Gross Profit	1,852.17	21,440.67	45,850.00
Expense			
6235 · Repair and Maintenance	0.00	0.00	10,000.00
6252 · Utilities	25.93	177.17	350.00
6315 · Mowing	0.00	0.00	20,000.00
6321 · Auditing Fees	0.00	2,500.00	0.00
6322 · Engineering Fees	1,362.50	15,965.00	10,000.00
6333 · Bookkeeping Fees	458.74	2,758.50	5,400.00
6359 · Other Expenses	5.00	40.00	100.00
Total Expense	1,852.17	21,440.67	45,850.00
Net Ordinary Income	0.00	0.00	0.00
Income	0.00	0.00	0.00

Page 1 of 1

# RIVER PLANTATION MUD

# GENERAL OPERATING FUND

Alpha Lawn Care & Sprinkler Systems PO BOX 8967 The Woodlands, TX 77387 USA +12814352380 joe@alphalawns.com www.alphalawns.com

BILL TO	
RP MUD	
610 River Plantation Dr	-
Conroe, TX 77302	
	1

	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
233714	04/29/2025	\$7,725.00	05/01/2025	Due on receipt	9

DATE	DESCRIPTION	ŶŢŎ	RATE	AMOUNT
	RP MUD Mowing & Maintenance Agreement - April 2025 Maintenace	1	7,725.00	7,725.00
Contact Alpha Lawn Care to pay.	SUBTOTAL			7,725.00
	TAX			0.00
	TOTAL			7,725.00
	BALANCE DU	E		\$7,725.00

# Invoice

#### **Dynamic Cleaning Crew LLC**

21145 Briar Willow Drive · Porter, Texas 77365

TO: River Plantation MUD 610 River Plantation Drive Conroe Texas 77302

#### COMMENTS OR SPECIAL INSTRUCTIONS:

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Tim Goodman

# INVOICE

INVOICE #03 DATE: MAY 21,2025

QUANTITY	DESCRIPTION		TOTAL
1	OFFICE CLEAN	75.00	75.00
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			(mh) + + + +
,		SUBTOTAL	75.00
		SALES TAX	
		TOTAL DUE	75.00

If you have any questions concerning this invoice, contact: Amanda Mcdonald 936-445-7573

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THANK YOU FOR YOUR BUSINESS



12801 N. Central Expressway Suite 1400 Dallas, Texas 75243 (214) 303-4500 Facsimile (214) 303-4501 www.gmgtexas.com

> Bill Dippel Attorney-Mediator

May 15, 2025

#### INVOICE

\*\*\*\*\*

RE: *River Plantation Municipal Utility District v. Tachus, LLC and StormTek, Inc.* Cause No. 230913032 Invoice No.:229179

Mediation Date: June 16, 2025

Mediation Fee: \$1,800.00 PER PARTY

Tax I.D. No.: 20-3886869

Please make the check payable to Gilbert Mediation Group.

PLEASE INCLUDE A COPY OF THE INVOICE IF PAYMENT IS BEING FORWARDED BY MAIL.

PAYMENTS MADE DIRECTLY FROM CLIENTS ARE ACCEPTED AS A COURTESY TO COUNSEL. ULTIMATELY, COUNSEL IS RESPONSIBLE FOR PAYMENT OF ALL MEDIATION FEES. PERSONAL CHECKS FROM CLIENTS ARE NOT ACCEPTED. WE ACCEPT CREDIT CARD PAYMENTS, CASHIER CHECKS AND MONEY ORDERS.

# L&S District Services, LLC P.O.Box 170 Tomball, TX 77377

# Bill To

River Plantation MUD P. O. Box 80 Tomball, TX 77377

# Quantity Description Amount Bookkeeping Services for the month of April, 2025 3,950.00 252 Copies 37.80 Postage 18.14 Supplies 25.25 Storage 36.00

Total	\$4,067.19

Invoice

Date 4/30/2025

# **Municipal Operations & Consulting, LLC**

20141 Schiel Rd Cypress, TX 77433 Phone: (281) 367-5511 Fax: (281) 367-5517

# Invoice: IN-17269 District: River Plantation MUD Billing Period: APRIL 2025

Date	Service Location	Work Description	3	Material/	Labor Co	st	J	ob Total
			Labor/Equip	Qty	Rate	Amount		
		<u>Operations</u>						
Apr		Single Family Residential Connection		940	<b>\$</b> 3	00 <b>\$</b> 2,820.0	0\$	2,820.00
		Multi-Family & Commercial Connections (ESFC)		14	<b>\$</b> 3	00 <b>\$</b> 42.0	o \$	42.00
		Monthly Base Operations (LS #1)		1	<b>\$</b> 600	00 \$ 600.0	0\$	600.00
		Monthly Base Operations (LS #2)		1	<b>\$</b> 600	00 \$ 600.0	0\$	600.00
		Monthly Base Operations (LS #3)		1	<b>\$</b> 600	00 \$ 600.0	0 \$	600.00
		Total Operations \$4,662.00						
		Administration						
Apr	·	Postage		1	<b>\$</b> 606	67 \$ 606.6	7 \$	606.67
		Photocopies		203	<b>\$</b> 0	20 \$ 40.6	iO \$	40.60
		One Page Billing Stationary	:	679	<b>\$</b> 1	00 \$ 679.0	io \$	679.00
		Messenger Service		1	<b>\$</b> 0	64 \$ 0.6	54 <b>\$</b>	0.64
		Elec. Transmitted Letters		76	\$ 2	00 \$ 152.0	00 <b>\$</b>	152.00
		Record Storage		1	<b>\$</b> 32	00 \$ 32.0	00 \$	32.00
		Scanned Bank Processing Fee		1	<b>\$</b> 33	00 \$ 33.0	)0 <b>\$</b>	33.00
		Paperless Billing		386	\$ C	80 \$ 308.	30 \$	308.80
		Online Access (Customer access to bill view, bill print & bill pay)		1	<b>\$</b> 110	87 \$ 110.8	37 \$	110.87

Date	Service Location	Work Description	Ν	/laterial/	Labor Cost		Job Total
			Labor/Equip	Qty	Rate	Amount	
Mar		Reviewed and generated dead end flushing schedule for the month of March.	Supervisor	1.0	\$ 55.00	\$ 55.00	
			1-Ton Utility Truck	1.0	<b>\$</b> 33.00	<b>\$</b> 33.00	<b>\$</b> 88.00
Mar		Prepared delinquent letters to customers.	Clerical	2.0	<b>\$</b> 63.00	<b>\$</b> 126.00	<b>\$</b> 126.00
	493 Monticello Park 493 Monticello Park-SPRK 532 Fort Sumter 601 Rutledge Court 734 Greensbury Ct	Additional time spent with customers regarding billing.	Clerical	2.5	\$ 63.00	\$ 157.50	\$ 157.50
Mar	543 Roanoke	Closed account for non-payment.	Clerical	0.5	\$ 63.00	\$ 31.50	<b>\$</b> 31.50
01/10		Prepared and submitted 2024 4th Qtr DLQOR on behalf of district.	Compliance Level I	2.0	<b>\$</b> 60.00	<b>\$</b> 120.00	\$ 120.00
03/27		Prepared door tags for delinquent accounts.	Clerical	0.5	\$ 63.00	\$ 31.50	\$ 31.50
		Total Administration \$2,518.08					
	- - -	Laboratory Fees					
Apr		TCEQ Monitoring Plan Compliance		30	<b>\$</b> 17.50	\$ 525.00	<b>\$</b> 525.00
04/08		Water Utility Services, Inc. Bact. Sampling & Analysis	Contractor	1.0	\$ 0.00	\$ 268.40	\$ 268.40
04/10		DSHS Central Labs Lab Fees	Contractor	1.0	\$ 0.00	<b>\$</b> 1,215.50	<b>\$</b> 1,215.50
		Total Laboratory Fees \$2,008.90	-				
		Lift Station					
03/14	Phillips Park	Worked on pre-inspection survey.	Compliance Level (I	0.5	<b>\$</b> 78.00	<b>\$</b> 39.00	
			Utility Truck	0.5	\$ 22.00	\$ 11.00	\$ 50.00

Date	Service Location	Work Description		Job Total			
			Labor/Equip	Qty	Rate	Amount	
03/14	Mosswood	Worked on pre-inspection survey.	Compliance Level !!	0.5	\$ 78.00	<b>\$</b> 39.00	
			Utility Truck	0.5	<b>\$</b> 22.00	\$ 11.00	<b>\$</b> 50.00
03/14	Cumberland	Worked on pre-inspection survey.	Compliance Level II	0.5	<b>\$</b> 78.00	\$ 39.00	
			Utility Truck	0.5	<b>\$</b> 22.00	\$ 11.00	<b>\$</b> 50.00
03/21	Mosswood	Top cleaned lift station.	Chase Truck	4.5	<b>\$</b> 125.00	\$ 562.50	
			Dump Fee 500	1.0	\$ 500.00	\$ 500.00	
			Vactor Crew	5.0	\$ 195.00	\$ 975.00	
-			Materials			\$ 44.00	\$ 2,081.50
03/28	Mosswood	Scheduled contractor to pull pump #1 and derag.	Contractor	1.0	\$ 0.00	\$ 891.00	
			Plant Operator Level III	0.5	<b>\$</b> 55.00	\$ 27.50	
			Utility Truck	0.5	\$ 22.00	\$ 11.00	<b>\$</b> 929.50
03/28	Mosswood	BMI - Biosolids Management Disposal haul from lift station.	Contractor	1.0	\$ 0.00	\$ 94.16	<b>\$</b> 94.16
04/01	Phillips Park	Monthly auto dialer service.	Rate	1.0	\$ 33.00	\$ 33.00	\$ 33.00
04/01	Mosswood	Monthly auto dialer service.	Rate	1.0	\$ 33.00	\$ 33.00	\$ 33.00
04/01	Cumberland	Monthly auto dialer service.	Rate	1.0	\$ 33.00	\$ 33.00	\$ 33.00
04/10	Mosswood	Responded to call out for power out due to maintenance. Reset auto dialer.	Plant Operator Level III	0.5	\$ 55.00	\$ 27.50	
			Utility Truck	0.5	\$ 22.0	\$ 11.00	\$ 38.50
	· · · · ·	Total Lift Station \$3,392.6	6				
		<u>Miscellaneous</u>					

Date	Service Location	Work Description		Material/	Lab	or Cost		Job	Total
			Labor/Equip	Qty		Rate	Amount		
04/08		PVS DX, Inc. Chlorine cylinder and fittings rental.	Contractor	1.0	\$	0.00	\$ 222.75	\$	222.75
		Total Miscellaneous \$222.75							
		Residential Inspections							
Mar		Post Lot Inspection		1	\$	103.50	<b>\$</b> 103.50	\$	103.50
Mar		Customer Service Inspections		1	\$	38,50	\$ 38.50	\$	38.50
		Total Residential Inspections \$142.00							
		Sewer Collection					-		
04/01	734 Greensbury Ct	Located and marked sewer lines.	Plant Operator Level I	0.5	\$	47.00	<b>\$</b> 23.50		
			Utility Truck	0.5	\$	22.00	<b>\$</b> 11.00	\$	34.50
04/04	488 Charleston Park	Investigated sink hole, located sink hole on customer's sewer line.	Plant Operator Level I	2.5	\$	47.00	<b>\$</b> 117.50		
			Utility Truck	2.5	\$	22.00	\$ 55.00	\$	172.50
04/11	529 Natchez Park	Investigated repairs needed to asphalt after previous excavation. Took pictures and sent to supervisor and engineer for repairs.	Plant Operator Level I	0.5	\$	47.00	\$ 23.50		
			Utility Truck	0.5	\$	22.00	\$ 11.00	\$	34.50
04/14	529 Rapidan Park	Investigated sewer back up; customer stated he televised his line and repaired his clean out line but after a couple of months it gets backed up again. Checked man holes they weren't charged, checked clean out and wasn't backed up.	Contractor	2.0	\$	0.00	\$ 4,922.50		
			Plant Operator Level 1	1.0	\$	47.00	\$ 47.00	i	
			Plant Operator Level I-OT	0.5	\$	70.50	\$ 35.25		
			Plant Operator Level III	0.5	\$	55,00	\$ 27.50		

Date	Service Location	Work Description		Material	/Lab	or Cost		J	ob Total
			Labor/Equip	Qty		Rate	Amount		
			Utility Truck	2.0	\$	22.00	\$ 44.00	\$	5,076.25
		Total Sewer Collection \$5,317.75							
		Storm Sewer							
03/21	486 Charleston Park	Investigated reported sinkhole; dye tested sink hole and found on storm sewer. Contacted engineer for repairs.	Plant Operator Level I	2.5	\$	47.00	\$ 117.50		
			Plant Operator Level III	1.5	\$	55.00	\$ 82.50		
			Supervisor	1.5	\$	55.00	\$ 82.50		
			Utility Truck	4.0	\$	22.00	\$ 88.00		
			1-Ton Utility Truck	1.5	\$	33.00	\$ 49.50		
			Materials				<b>\$</b> 18.27	\$	438.27
03/26	726 Stonewall Jackson Dr	Scheduled contractor to televise storm drain line at property due to 4 sinkholes.	Contractor	1.0	\$	0.00	\$ 2,562.56		
			Plant Operator Level III	3.0	\$	55.00	<b>\$</b> 165.00		
			Supervisor	3.0	\$	55.00	\$ 165.00		
			Utility Truck	3.0	\$	22.00	\$ 66.00		
			1-Ton Utility Truck	3.0	\$	33.00	\$ 99.00	\$	3,057.56
04/04	491 Merrimac Park	Investigated reported sinkhole; dye tested sink hole and found on storm sewer. Contacted engineer for repairs.	Plant Operator Level I	2.5	\$	47.00	\$ 117.50	)	
			Utility Truck	2.5	\$	22.00	\$ 55.00	\$	172.50
	-	Total Storm Sewer \$3,668.33	- -						
		Water Distribution							
Mar		Flushed dead end mains throughout district.	Plant Operator Level I	0.5	\$	47.00	\$ 23.50	)	

Date	Service Location	Work Description		Material/	Labor Cost		Job Total
		· · · · · · · · · · · · · · · · · · ·	Labor/Equip	Qty	Rate	Amount	
			Skilled Laborer	5.5	\$ 37.00	\$ 203.50	
			Utility Truck	6.0	\$ 22.00	\$ 132.00	<b>\$</b> 359.00
Mar	543 Roanoke 556 Roanoke 716 River Plantation Dr 716 Vicksburg Lane 794 Chicora Wood	Verified water was still off at the meter after previous month's cut off. Pulled meters if necessary.	Plant Operator Level I	3.0	\$ 47.00	<b>\$</b> 14 <b>1</b> .00	
			Utility Truck	3.0	<b>\$</b> 22.00	\$ 66.00	<b>\$</b> 207.00
Mar	481 Old Hickory Drive	Located and marked water and sewer lines within the district.	Plant Operator Level 1	2.0	\$ 47.00	\$ 94.00	
			Utility Truck	2.0	\$ 22.00	\$ 44.00	
			Materials			\$ 22.63	<b>\$</b> 160.63
Apr	614 Jeb Stuart Lane 703 Fairway Oaks 745 Stone Mountain Drive	Replaced 5/8" x 3/4" meter.	Rate	3.0	\$ 95.00	\$ 285.00	
			Utility Truck	3.0	\$ 22.00	\$ 66.00	\$ 351.00
03/10	650 Durham Drive	Investigated leak and found main line break. Scheduled emergency repairs and assisted crews with isolating valves and monitoring pressure.	Plant Operator Level I	4.0	\$ 47.00	<b>\$</b> 188.00	
			Plant Operator Level I-OT	6.5	<b>\$</b> 70.50	\$ 458.25	
			Plant Operator Level III-OT	3.5	\$ 82.50	\$ 288.75	
			Utility Truck	14.0	\$ 22.00	\$ 308.00	\$ 1,243.00
03/12	726 Hogan Drive	Investigated reported leak and re-read meter; service line leak found, scheduled repairs.	Plant Operator Level I	3.0	\$ 47.00	\$ 141.00	
			Utility Truck	3.0	\$ 22.00	\$ 66.00	<b>\$</b> 207.00
03/14	573 Roanoke Dr	Responded to water quality complaint; flushed line.	Plant Operator Level I	0.5	\$ 47.00	\$ 23.50	
			Utility Truck	0.5	\$ 22.00	\$ 11.00	\$ 34.50

Date	Service Location	Work Description		Vaterial/	Labor Cost		Job Total
			Labor/Equip	Qty	Rate	Amount	
03/17	717 Nicklaus Lane	Used backhoe to repair main line break.	Rental	9.0	\$ 14.00	<b>\$</b> 126.00	
			Backhoe Crew	4.0	\$ 200.00	\$ 800.00	
			Backhoe Crew-OT	5.0	\$ 300.00	\$ 1,500.00	
			Dump Truck	2.0	<b>\$</b> 55.00	<b>\$</b> 110.00	
			Foreman-OT	3.0	\$ 76.50	\$ 229.50	
			1-Ton Utility Truck-OT	3.0	<b>\$</b> 33.00	\$ 99.00	
			Materials			\$ 937.40	<b>\$</b> 3,801.90
03/21	629 Stonewall Jackson	Investigated reported leak and re-read meter; no leak found, made customer contact.	Plant Operator Level I	1.5	\$ 47.00	\$ 70.50	
			Utility Truck	1.5	\$ 22.0	\$ 33.00	\$ 103.50
03/21	726 Stonewall Jackson Dr	Used backhoe to repair service line leak.	Backhoe Crew	4.0	\$ 200.0	\$ 800.00	
			Backhoe Crew-OT	3.0	\$ 300.0	\$ 900.00	
			Materials			\$ 194.54	<b>\$</b> 1,894.54
03/22	481 Old Hickory Drive	Responded to call out for leak; contractor were fixing leak at new build when U branch came undone from copper service line. Scheduled repairs. BACKCHARGE BUILDER	Plant Operator Level I-OT	5.5	<b>\$</b> 70.5	<b>\$</b> 387.75	
			Utility Truck	5.5	\$ 22.0	<b>\$</b> 121.00	<b>\$</b> 508.75
03/22	481 Old Hickory Drive	Used backhoe to repair service line leak. BACKCHARGE BUILDER	Backhoe Crew-OT	7.0	\$ 300.0	\$ 2,100.00	
			Materials			\$ 308.74	\$ 2,408.74
03/24	813 Stone Mountain Drive	Investigated leak and found main line break. Scheduled emergency repairs and assisted crews with isolating valves and monitoring pressure.	Plant Operator Level I	7.5	\$ 47.0	0 <b>\$</b> 352.50	
			Plant Operator Level I-OT	0.5	<b>\$</b> 70.5	0 \$ 35.25	

Date	Service Location	Work Description	r	Material/	Labor Cost		Job Total
			Labor/Equip	Qty	Rate	Amount	
			Plant Operator Level III	1.5	<b>\$</b> 55.00	\$ 82.50	
			Utility Truck	9.5	\$ 22.00	\$ 209.00	<b>\$</b> 679.25
03/25	726 Stonewall Jackson Dr	Repaired shallow service line leak.	Plant Operator Level I	8.0	\$ 47.00	\$ 376.00	
			Plant Operator Level I-OT	2.0	<b>\$</b> 70.50	\$ 141.00	
			Utility Truck	10.0	\$ 22.00	\$ 220.00	
			Materials			<b>\$</b> 151.72	<b>\$</b> 888.72
03/26	508 Monitor Park	Investigated reported leak and re-read meter; service line leak found, scheduled repairs.	Plant Operator Level I	2.5	<b>\$</b> 47.00	\$ 117.50	
			Utility Truck	2.5	<b>\$</b> 22.00	\$ 55.00	<b>\$</b> 172.50
03/27	813 Stone Mountain Drive	Responded to customer complaint regarding water retained under her sidewalk due to previous repairs. Sent pictures to supervisor and scheduled repairs.	Plant Operator Level I	2.0	<b>\$</b> 47.00	\$ 94.00	
			Utility Truck	2.0	<b>\$</b> 22.00	\$ 44.00	<b>\$</b> 138.00
03/27		Accurate Meter & Backflow, LLC Tested 1 1/2" commercial water meters.	Contractor	1.0	<b>\$</b> 0.00	\$ 1,980.00	<b>\$</b> 1,980.00
03/31	813 Stone Mountain Drive	Used backhoe to repair main line break.	Rental	10.0	<b>\$</b> 14.00	<b>\$</b> 140.00	
			Backhoe Crew	8.0	<b>\$</b> 200.00	\$ 1,600.00	
			Backhoe Crew-OT	2.0	<b>\$</b> 300.00	\$ 600.00	
			Dump Truck	3.0	\$ 55.00	\$ 165.00	
			Materials			\$ 470.88	\$ 2,975.88
04/01	508 Monitor Park	Used backhoe to repair service line leak.	Backhoe Crew	8.0	\$ 200.00	\$ 1,600.00	
			Backhoe Crew-OT	1.0	\$ 300.00	\$ 300.00	
			Materials			\$ 389.08	\$ 2,289.08
						<u></u>	

Date	Service Location	Work Description		/laterial/	Labor Cost		Job Total
			Labor/Equip	Qty	Rate	Amount	
04/01	720 Vicksburg Ct	Investigated low pressure reported by customer. Restored pressure to normal.	Plant Operator Level I	1.0	\$ 47.00	<b>\$</b> 47.00	
			Utility Truck	1.0	\$ 22.00	\$ 22.00	<b>\$</b> 69.00
04/02	476 Charleston Park	Investigated leak on fire hydrant; leak on broken meter, isolated hydrant and took meter to supervisor for further investigation.	Plant Operator Level I	1.0	\$ 47.00	\$ 47.00	
			Plant Operator Level III	1.0	<b>\$</b> 55.00	\$ 55.00	
			Utility Truck	2.0	\$ 22.00	\$ 44.00	\$ 146.00
04/04	551 Hermitage Court	Located meter box.	Plant Operator Level 1	2.5	\$ 47.00	\$ 117.50	
			Utility Truck	2.5	\$ 22.00	\$ 55.00	<b>\$</b> 172.50
04/04	590 River Plantation Dr	Located meter box.	Plant Operator Level I	0.5	\$ 47.00	\$ 23.50	
			Utility Truck	0.5	\$ 22.00	\$ 11.00	<b>\$</b> 34.50
04/08	555 Brandon Road	Investigated reported leak and re-read meter; leak found on customer's line, left door tag.	Plant Operator Level I	1.0	\$ 47.00	\$ 47.00	
			Utility Truck	1.0	\$ 22.00	\$ 22.00	\$ 69.00
04/08	Clubhouse Sprinkler/Lake	Replaced 2" turbine water meter.	Compliance Level I	0.5	\$ 60.00	\$ 30.00	
		· · ·	Contractor	1.0	\$ 0.00	\$ 1,595.00	<b>\$</b> 1,625.00
04/11	493 Monticello Park-SPRK	Materials from previously billed task.	Supervisor	0.5	\$ 55.00	\$ 27.50	
			1-Ton Utility Truck	0.5	\$ 33.00	\$ 16.50	
			Materials			\$ 31.52	<b>\$</b> 75.52
04/14	602 Macon Park	Investigated reported leak and re-read meter; no leak found, made customer contact.	Plant Operator Level I	1.0	\$ 47.00	<b>\$</b> 47.00	

Date	Service Location	Work Description		Material/	Labor Cost		Job Total
			Labor/Equip	Qty	Rate	Amount	
			Utijity Truck	1.0	<b>\$</b> 22.00	\$ 22.00	<b>\$</b> 69.00
04/14	556 Roanoke	Investigated illegal connection; no issue found.	Plant Operator Level I	0.5	\$ 47.00	\$ 23.50	
			Utility Truck	0.5	\$ 22.00	\$ 11.00	<b>\$</b> 34.50
04/14	794 Chicora Wood	Investigated illegal connection; no issue found.	Plant Operator Level I	0.5	<b>\$</b> 47.00	<b>\$</b> 23.50	
:			Utility Truck	0.5	\$ 22.00	\$ 11.00	<b>\$</b> 34.50
04/14	716 Vicksburg Lane	Investigated illegal connection; no issue found.	Plant Operator Level 1	0.5	\$ 47.00	\$ 23.50	
			Utility Truck	0.5	<b>\$</b> 22.00	\$ 11.00	<b>\$</b> 34.50
04/14	736 Hogan Drive	Investigated reported leak and re-read meter; no leak found, made customer contact.	Plant Operator Level I	1.0	<b>\$</b> 47.00	\$ 47.00	
			Utility Truck	1.0	\$ 22.00	\$ 22.00	\$ 69.00
		Total Water Distribution \$22,836.01	_				
		Sod Repairs					
03/21	726 Hogan Drive	Sod repairs due to previous excavations.	Contractor	1.0	\$ 0.00	\$ 757.52	<b>\$</b> 757.52
03/28	650 Durham Drive	Took pictures and got measurement for concrete and sod repairs.	Plant Operator Level I	1.0	<b>\$</b> 47.00	\$ 47.00	
			Utility Truck	1.0	<b>\$</b> 22.00	\$ 22.00	<b>\$</b> 69.00
03/28	717 Nicklaus Lane	Took pictures and got measurement for concrete and sod repairs.	Plant Operator Level I	0.5	\$ 47.0	\$ 23.50	
			Plant Operator Level I-OT	0.5	\$ 70.5	<b>\$</b> 35.25	
			Utility Truck	1.0	\$ 22.0	\$ 22.00	<b>\$</b> 80.75
04/11	813 Stone Mountain Drive	Sod repairs due to previous excavations.	Contractor	1.0	\$ 0.0	\$ 2,450.86	\$ 2,450.86

Date	Service Location	Work Description		Material/	Labor Cost		Job Total
	······································		Labor/Equip	Qty	Rate	Amount	
		Total Sod Repairs \$3,358.13					
		Concrete Repairs					
04/14	717 Nicklaus Lane	Steel plate rental from previously billed repair.	Contractor	1.0	<b>\$</b> 0.00	<b>\$</b> 1,911.76	\$ 1,911.76
04/14	650 Durham Drive	Steel plate rental from previously billed repair.	Contractor	1.0	\$ 0.00	\$ 3,195.68	\$ 3,195.68
		Total Concrete Repairs \$5,107.44					
		Water Taps					
Mar	734 Greensbury Ct	Made 5/8" x 3/4" single, short water tap.		1	\$ 450.00	\$ 450.00	\$ 450.00
		Total Water Taps \$450.00	-				
	· · · ·	Water Plant #2					
Apr		Monthly Base Operations WTP #2		1	\$ 1,500.00	\$ 1,500.00	<b>\$</b> 1,500.00
03/07	River Plantation Dr WP#2	Performed monthly generator inspection per TCEQ.	Skilled Laborer	4.0	\$ 37.00	\$ 148.00	
			Utility Truck	4.0	\$ 22.00	\$ 88.00	\$ 236.00
03/11	River Plantation Dr WP#2	Flushed well as new flow meter was replaced by contractors.	Plant Operator Level III	2.0	<b>\$</b> 55.00	\$ 110.00	
			Utility Truck	2.0	<b>\$</b> 22.00	\$ 44.00	<b>\$</b> 154.00
03/14	River Plantation Dr WP#2	Worked on pre-inspection survey.	Compliance Level II	2.0	<b>\$</b> 78.00	\$ 156.00	
			Utility Truck	2.0	\$ 22.00	\$ 44.00	\$ 200.00
03/24	River Plantation Dr WP#2	PVS DX, Inc. Chlorine	Contractor	1.0	<b>\$</b> 0.00	\$ 228.02	\$ 228.02
03/25	River Plantation Dr WP#2	Troubleshooted well and flushed to help with sampling.	Plant Operator Level III	2.0	<b>\$</b> 55.00	\$ 110.00	
			Utility Truck	2.0	\$ 22.00	\$ 44.00	<b>\$</b> 154.00

Date	Service Location	Work Description		Material/	Labor Cost		Job Total
			Labor/Equip	Qty	Rate	Amount	
04/01	River Plantation Dr WP#2	Monthly auto dialer service.	Rate	1.0	\$ 50,00	\$ 50.00	<b>\$</b> 50.00
04/03	River Plantation Dr WP#2	Filled well and first booster pump with oil. While draining second booster pump the drain plug snapped. Replaced plug and filled with oil. 3/27 - 3/28	Skilled Laborer	4.0	\$ 37.00	<b>\$</b> 148.00	
			Utility Truck	4.0	\$ 22.00	\$ 88.00	
			Materials			<b>\$</b> 190.42	<b>\$</b> 426.42
04/04	River Plantation Dr WP#2	Performed well flushing for samples. 4/1 - 4/2 & 4/4	Plant Operator Level III	4.5	<b>\$</b> 55.00	<b>\$</b> 247.50	
			Plant Operator Level III-OT	4.5	\$ 82.50	\$ 371.25	
			Utility Truck	9,0	\$ 22.00	\$ 198.00	\$ 816.75
04/04	River Plantation Dr WP#2	SuperChlorination on water well.	Contractor	1.0	\$ 0.00	\$ 3,300.00	\$ 3,300.00
		Total Water Plant #2 \$7,065.19					
		Water Plant #3					
Apr		Monthly Base Operations WTP #3		1	\$ 1,500.00	\$ 1,500.00	<b>\$</b> 1,500.00
03/07	579 Mosswood Dr WP#3	Performed monthly generator inspection per TCEQ.	Skilled Laborer	3.0	\$ 37.00	\$ 111.00	
			Utiliity Truck	3.0	\$ 22.00	\$ 66.00	<b>\$</b> 177.00
03/13	579 Mosswood Dr WP#3	Ran compressor to fill HPT's.	Plant Operator Level 111	1.0	\$ 55.00	<b>\$</b> 55.00	
			Utility Truck	1.0	\$ 22.00	\$ 22.00	\$ 77.00
03/14	579 Mosswood Dr WP#3	Worked on pre-inspection survey.	Compliance Level 11	2.0	<b>\$</b> 78.00	\$ 156.00	
			Utility Truck	2.0	\$ 22.00	\$ 44.00	\$ 200.00

Date	Service Location	Work Description		Material	Labor Cost		Job Total
			Labor/Equip	Qty	Rate	Amount	
03/21	579 Mosswood Dr WP#3	Responded to call out to fill generator with coolant, a leak was found in the front right corner of the radiator. Scheduled contractor to repair leak then filled with coolant and monitored for proper operation. 3/12 & 3/21	Electrical Technician	1.0	<b>\$</b> 63.00	\$ 63.00	
			Plant Operator Level III	0.5	\$ 55.00	\$ 27.50	
			Skilled Laborer	7.0	<b>\$</b> 37.00	\$ 259.00	
			Skilled Laborer-OT	1.0	<b>\$</b> 55.50	<b>\$</b> 55.50	
			Utility Truck	8.5	\$ 22.00	\$ 187.00	
			1-Ton Utility Truck	1.0	<b>\$</b> 33.00	\$ 33.00	<b>\$</b> 625.00
03/21	579 Mosswood Dr WP#3	Performed annual inspection of the generator.	Electrical Technician	1.5	\$ 63.00	\$ 94.50	
			Skilled Laborer	4.5	<b>\$</b> 37.00	<b>\$</b> 166.50	
			Utility Truck	4.5	\$ 22.00	\$ 99.00	
			1-Ton Utility Truck	1.5	\$ 33.00	<b>\$</b> 49.50	<b>\$</b> 409.50
03/21	579 Mosswood Dr WP#3	Met with area supervisor to go over running power to irrigation controller near water plant.	Supervisor	7.0	\$ 55.00	\$ 385.00	
			Utility Truck	5.0	\$ 22.00	\$ 110.00	
			1-Ton Utility Truck	2.0	\$ 33.00	\$ 66.00	\$ 561.00
03/24	579 Mosswood Dr WP#3	PVS DX, Inc. Chlorine	Contractor	1.0	\$ 0.00	\$ 456.01	\$ 456.01
03/25	579 Mosswood Dr WP#3	Ran compressor to fill HPT's and added water to generator radiator.	Plant Operator Level III	1.0	\$ 55.00	\$ 55.00	
			Utility Truck	1.0	\$ 22.00	\$ 22.00	<b>\$</b> 77.00
					1		

Date	Service Location	Work Description	1	Material/	Labor Cost	: 	Job Total
			Labor/Equip	Qty	Rate	Amount	
03/28	579 Mosswood Dr WP#3	Used oil on hand to fill well and booster pumps.	Skilled Laborer	1.0	\$ 37.00	\$ 37.00	
			Utility Truck	1.0	\$ 22.00	\$ 22.00	
			Materials			\$ 34.10	<b>\$</b> 93.10
04/01	579 Mosswood Dr WP#3	Monthly auto dialer service.	Rate	1.0	\$ 33.00	\$ 33.00	\$ 33.00
04/01	579 Mosswood Dr WP#3	Called out to perform a radiator pressure test, found leak and determined radiator was bad. Scheduled for repairs.	Electrical Technician	2.0	\$ 63.00	<b>\$</b> 126.00	
			Skilled Laborer	8.0	\$ 37.00	\$ 296.00	
			Utility Truck	8.0	\$ 22.00	\$ 176.00	
			1-Ton Utility Truck	2.0	\$ 33.00	\$ 66.00	
			Materials			\$ 98.24	\$ 762.24
04/08	579 Mosswood Dr WP#3	Ran compressor to fill HPT's.	Plant Operator Level III	1.0	\$ 55.00	\$ 55.00	
			Utility Truck	1.0	<b>\$</b> 22.00	\$ 22.00	<b>\$</b> 77.00
04/10	579 Mosswood Dr WP#3	Dug trench for conduit. Pulled wire for irrigation controller box.	Plant Operator Level 1	10.5	<b>\$</b> 47.00	\$ 493.50	
			Supervisor	5.0	\$ 55.00	\$ 275.00	
			Utility Truck	10.5	\$ 22.00	\$ 231.00	
			1-Ton Utility Truck	5.0	\$ 33.00	\$ 165.00	<b>\$</b> 1,164.50
04/11	579 Mosswood Dr WP#3	Ran electrical conduit for sprinkler controls at water plant. 3/21 - 3/22	Plant Operator Level I-OT	18.0	<b>\$</b> 70.56	<b>\$</b> 1,269.00	
			Plant Operator Level II-OT	10.5	\$ 76.50	\$ 803.25	
			Plant Operator Level III	1.5	<b>\$</b> 55.00	5 \$ 82.50	

Date	Service Location	Work Description	1	Material/	Labor Cost		Job Total
	New York (1997) 199		Labor/Equip	Qty	Rate	Amount	
			Plant Operator Level III-OT	1.5	<b>\$</b> 82.50	\$ 123.75	
			Supervisor-OT	9.0	<b>\$</b> 82.50	<b>\$ 7</b> 42.50	
			Utility Truck	31.5	\$ 22.00	\$ 693.00	
			1-Ton Utility Truck-OT	9.0	<b>\$</b> 33.00	\$ 297.00	
			Materials			\$ 903.19	<b>\$</b> 4,914.19
04/11	579 Mosswood Dr WP#3	Purchased supplies; stakes and orange fencing.	Plant Operator Level III	1.5	<b>\$</b> 55.00	\$ 82.50	
	·		Supervisor	1.5	<b>\$</b> 55.00	\$ 82.50	
			Utility Truck	1.5	\$ 22.00	\$ 33.00	
			1-Ton Utility Truck	1.5	\$ 33.00	\$ 49.50	
			Materials			\$ 600.84	<b>\$</b> 848.34
<b>04/</b> 11	579 Mosswood Dr WP#3	Checked the fluid level in the radiator due to leak. Topped off with water.	Skilled Laborer	1.0	\$ 37.00	\$ 37.00	
			Utility Truck	1.0	\$ 22.00	\$ 22.00	\$ 59.00
		Total Water Plant #3 \$12,033.88					
					Total:	\$72,783.12	

# **Prepared Publications**

# Invoice

 17211 West Grand Parkway South STE L2 #102

 Sugar Land, TX 77479

 Phone:
 800-684-4054

 Fax:
 800-691-6174

 E-mail:
 info@preparedpublications.com

Invoice No: Invoice date: Due date: Reference: 9762 5/12/2025 6/11/2025

To:

River Plantation MUD 610 River Plantation Drive Conroe, Texas 77302

Sales Person	Contact name	Attn: Carol Morrison
Delivery date	Payment terms	Net 30

Qty.		Item	Description	Unit Price	Discount	Line Total
	1	Monthly website maintenance	Monthly website maintenance (April 2025)	\$75.00		\$75.00
	10 1	Email account Miscellaneous	Email account hosting Monthly fee from Dropbox	\$15.00 \$12.78		\$150.00 \$12.78
		·				
				· ·		

Subtotal	\$237.78
Sales tax	\$0.00
Total	\$237.78

### RIVER PLANTATION MUD JOINT DRAINAGE P.O. BOX 170 Tomball, TX 77377

Board of Directors East Plantation UD Board of Directors River Plantation MUD

### Billing Period: March, 2025

<b>OPERATION &amp; MAINTENANCE COSTS</b>			Invoice #		E	xpenses	
Entergy - Cumberland Lift Station L & S District Services, LLC Municipal Accounts & Consultants Mark C. Eyring Vogler & Spencer - East Ditch Rehab Vogler & Spencer - East Ditch All Seasons			55478 55477		\$	25.93 458.74 0.00 0.00 275.00 1,087.50 0.00	
Interest on checking account Service Charge						0.00 5.00	
Ū			Total Expenses			1,852.17	
	Amount Due						
	• *				•	000.00	
River Plantation MUD	50.00%	х	1,852.17	=	\$	926.09	
East Plantation MUD	50.00%	х	1,852.17	=	\$	926.09	

#### RIVER PLANTATION MUD SEWER TREATMENT PLANT P.O. BOX 170 Tomball, TX 77377

Board of Directors East Plantation UD Board of Directors River Plantation MUD

## Billing Period: March, 2025

OPERATION & MAINTENANCE COS	rs			Invoice #		Expenses
OPERATION & MAINTENANCE COS	15					Expenses
MOC				IN-17033 55480		\$ 25,048.92 3,150.00
Vogler & Spencer Entergy				55460		3,529.08
GFL Environmental				TE0000002133		912.00
Republic Services North Water District Lab Services				0853-008285092		257.65 0.00
L & S District Services						613.16
Interest on checking account						0.00
Service Charge						 5.00
				Total Expenses		33,515.81
	A	mount Du	le			
River Plantation MUD		61.18%	х	33,515.81	=	\$ 20,504.55
East Plantation MUD		38.82%	х	33,515.81	=	\$ 13,011.26
Sewer Connections RP MUD	955					
EPUD	606					
Total	1561					

# SMITH, MURDAUGH, LITTLE & BONHAM, L.L.P.

## 2727 Allen Parkway Suite 1100 Houston, Texas 77019

			1010			
		(713) 652-6500		Tax ID: 7	4-198533	<u>9</u>
Client	009402 00002	May 1, 2025 Billed through	04/30/2025 Invoic	e# 46563	3	DBJ
River Plantation M	UD					
c/o Tiffany Carden L & S District Serv P. O. Box 170 Tomball, TX 7737	vices, LLC					
General Legal Rep <u>PROFESSIONAL</u>				Rate	Hours E	Billed
04/01/2025 DBJ	attention to mainter	ance contract;		407.00	0.70	284.90
04/02/2025 ATR	draft and revise mir	nutes;		300.00	1.00	300.00
04/02/2025 DBJ	phone call with fina	ncial advisor;		407.00	0.40	162.80
04/02/2025 DBJ	attention to mainter	ance matters;		407.00	0.50	203.50
04/02/2025 DBJ	attention to meeting	minutes and related	phone calls;	407.00	0.80	325.60
04/02/2025 DBJ	attention to meeting	minutes and pending	g matters;	407.00	1.00	407.00
04/02/2025 TSW		ce and added agenda ording of meetings fo		at145.00	0.30	43.50
04/03/2025 ATR	draft channel maint	enance contract;		300.00	0.80	240.00
04/03/2025 DBJ		minutes, file and per		; 407.00	1.00	407.00
04/04/2025 ATR	correspond regardir maintenance contra	ng and attention to cha ct;	annel	300.00	0.30	90.00
04/07/2025 ATR	draft East Ditch ma	intenance contract;		300.00	0.50	150.00
04/08/2025 DBJ	attention to mainten	0		407.00	0.50	203.50
04/08/2025 DBJ	attention to correspondent on Environmental (	ondence from Texas ( Juality;	Commission	407.00	0.30	122.10
04/11/2025 DBJ	attention to adminis phone calls;	strative matters, includ	ling related	407.00	1.20	488.40

River Plantation M	IUD Invoice# 46	563	Page 2	
04/11/2025 DBJ	correspondence regarding maintenance contract;	407.00	0.30	122.10
04/11/2025 DBJ	attention to administrative matters;	407.00	0.40	162.80
04/14/2025 DBJ	phone calls with Representative Cecil Bell;	407.00	0.50	203.50
04/14/2025 DBJ	phone call and correspondence with engineer;	407.00	0.30	122.10
04/14/2025 DBJ	attention to enforcement matters;	407.00	0.50	203.50
04/15/2025 TSW	reviewed all files for recent board actions to rescind meeting places outside district and adopt new meeting places outside district; confirmed receipt of order by TCEQ; scanned all files for transcript; updated district's information page showing meeting places outside and inside district after recent changes;	; 145.00	1.00	145.00
04/16/2025 ATR	correspond regarding agenda;	300.00	0.20	60.00
04/16/2025 DBJ	board of directors meeting; prepared and posted notices; paid filing fees; notified directors and others;	407.00	1.00	407.00
04/16/2025 TSW	reviewed all files for recent board actions to rescind meeting places outside district and adopt new meeting places outside district; confirmed receipt of order by TCEQ; scanned all files for transcript; updated district's information page showing meeting places outside and inside district after recent changes;	; 145.00	1.00	145.00
04/17/2025 DBJ	attention to pending legislation;	407.00	0.40	162.80
04/17/2025 TSW	interoffice conference and revised draft agenda to add items for adopting resolution for approval of POS for Series 2025 bonds; forwarded to attorney;		0.30	43.50
04/21/2025 DBJ	attention to administrative matters including meeting recording;	407.00	0.50	203.50
04/21/2025 DBJ	attention to enforcement matters;	407.00	0.30	122.10
04/21/2025 DBJ	attention to correspondence from Texas Commission on Environmental Quality;	407.00	0.30	122.10
04/24/2025 ATR	prepare for regular meeting of the Board;	300.00	0.30	90.00
04/24/2025 ATR	prepare for and attend regular meeting of the Board;	300.00	2.60	780.00
04/24/2025 DBJ	preparation for and attendance of board meeting;	407.00	4.00	1,628.00

River Plantation M	UD	Invoice# 46563	5	Page 3	
04/24/2025 TSW	email from engineer and reviewed contr Plantation Ditch Desilt; email to enginee builder's risk coverage and Form 1295;		15.00	0.50	72.50
04/24/2025 TSW	received contract for East Plantation Dit district; reviewed contract and responder with no provision for builder's risk insur Form 1295 was provided;	d to engineer 14	15.00	0.50	72.50
04/25/2025 DBJ	attention to pending legislation;	40	7.00	0.60	244.20
04/25/2025 DBJ	attention to records control matters;	40	07.00	0.30	122.10
04/28/2025 DBJ	attention to proposed policy for recordin	eg; 40	07.00	0.50	203.50
04/28/2025 DBJ	attention to file and pending matters; TOTAL		07.00	0.40	162.80 \$9,028.90
DISBURSEMENT 04/30/2025 Over	<u>S</u> might Delivery				43.65
04/30/2025 Phot	ocopies				16.75
04/30/2025 Mon	thly Records Management Charge				250.00
	TOTAL	DISBURSEMEN	JTS		\$310.40

BILLING SUMMARY	
TOTAL FEES	\$9,028.90
TOTAL DISBURSEMENTS	\$310.40
TOTAL CURRENT INVOICE	\$9,339.30
ADJUSTED INVOICE TOTAL	\$9,339.30
PREVIOUS BALANCE	\$940.07
TOTAL BALANCE DUE	\$10,279.37

#### The Radich Law Firm, PLLC

7670 Woodway Drive, Suite 357 Houston, TX 77063 +18328755617 paul@radichlawfirm.com



#### INVOICE

BILL TO	INVOICE	1174
River Plantation MUD	DATE	05/03/2025
610 River Plantation Drive	TERMS	Due on receipt
Conroe, Texas 77032	DUE DATE	05/03/2025

#### ACCOUNT SUMMARY

04/08/2025	Balance Forward	13,824.31
	Other payments and credits after 04/08/2025 through 05/02/2025	0.00
05/03/2025	Other invoices from this date	0.00
05/03/2025	Other payments from this date	-13,824,31
	New charges (details below)	14,259.00
	Total Amount Due	14,259.00

# DATE

04/01/2025	Hours	Attention to execution of writ on Maldonado; telephone conference with constable's office regarding such execution; client conference regarding such execution Mr. Paul Radich	485.00
04/02/2025	Hours	Attention to additional efforts related to execution of writ on Maldonado; telephone conference with constable's office regarding such execution; client conference regarding such execution Mr. Paul Radich	485.00
04/04/2025	Hours	Address the Tachus/Storm-Tek lawsuit, upcoming trial setting, preparation of trial filings; and various related issues (1.1) Mr. Paul Radich	533.50
04/05/2025	Hours	Preparation of templates for trial filings and witness outlines to be used in the pending lawsults and upcoming condemnations Mr. Paul Radich	1,261.00
04/06/2025	Hours	Conduct various activities related to upcoming trial Mr. Paul Radich	339.50
04/07/2025	Hours	Address issues related to the pending lawsuits; preparation of template for pre-trial disclosures Mr. Paul Radich	630.50
04/08/2025	Hours	Address upcoming deadlines in the Tachus/Storm-Tek lawsuit; attention to preparation of pre-trial filings Mr. Paul Radich	436.50
04/09/2025	Hours	Telephone conference with counsel for Storm-Tek; analysis of issues regarding settlement and continuance of trial Mr. Paul Radich	291.00
04/10/2025	Hours	Attention to two new incidents involving damage to Charleston Park Mr. Paul Radich	242.50
04/11/2025	Hours	Review documentation regarding new incidents; attention to possible continuance of trial in the Tachus/Storm-Tek lawsuit (.2) Mr. Paul Radich	242.50
04/14/2025	Hours	Review of materials related to new incidents of damage to Charleston Park; client communications regarding such incidents; preparation of violation letters and notices for the incidents; finalize same; transmit same	1,794.50

		¢44.250.00
Thank you for your business. We accept ACH payments, ar mailed to the address shown above.	d checks may be TOTAL OF NEW CHARGES	14,259.00
in: Ta	ention to payment of violation penalty by Mr. Horsley; provide structions regarding such payment; address pending MFC in the chus/Storm-Tek lawsuit and upcoming deadlines in the case (1.0) Mr. ul Radich	630.50
as	dress the Tachus/Storm-Tek lawsuit and upcoming trial setting and sociated deadlines (.9); communications with Mr. Horsley regarding the plation penalty; attention to the Jimenez lawsuit Mr. Paul Radich	630.50
la: to	ention to status of the motion for continuance in the Tachus/Storm-Tek vsuit; communications with Court staff regarding such status; attention upcoming trial setting and activities related thereto (1.3); review adlines related to the Jimenez lawsuit Mr. Paul Radich	727.50
cc	ention to resolution of pending violations; address pending motion for ntinuance in the Tachus/Storm-Tek lawsuit and issues related thereto . Paul Radich	291.00
va	eparations for and participate in monthly Board meeting; address rious issues and conduct violation hearings at the meeting; attention to sults of the meeting and hearings; planning related to upcoming action ms for the District Mr. Paul Radich	1,358.00
	ention to Horsley violation matter; telephone conference with Mr. orsley; provide status update Mr. Paul Radich	242.50
ac cc at	eview pre-trial disclosures by Tachus; attention to pending MFC; dress issues in the case and associated deadlines (.7); telephone nferences regarding recent incident of damage to Charleston Park; ention to addressing such incident at the upcoming Board meeting . Paul Radich	727.50
	eview filed versions of MFC and associated orders; address possible ntinuance of the lawsuit (.8) Mr. Paul Radich	388.00
Ta as aş	prespondence regarding proposed motion for continuance in the chus/Storm-Tek lawsuit; review and revise proposed motion and sociated orders; further revise same; attention to circulation of same for proval by the parties; address issues related to the case; client mmunications regarding the continuance (2.0) Mr. Paul Radich	970.00
te	ention to possible continuance of the Tachus/Storm-Tek lawsuit; ephone conference with counsel for Storm-Tek regarding the ntinuance; review file materials and upcoming case deadlines (1.0) . Paul Radich	485.00
C up wi	ention to the violation notices issues for recent incidents of damage to narieston Park; confirm issuance of such notices; updates files; address coming case deadlines in the Jiminez lawsuit; telephone conference th Constable's Office regarding execution of writ for the Maldonado vsuit; preparation for possible trial of the Tachus/Storm-Tek lawsuit 0) Mr. Paul Radich	1,067.00
la	District Operator for issuance; attention to the Tachus/Storm-Tek wsuit, upcoming deadlines in the case, and possible settlement and ntinuance (1.2) Mr. Paul Radich	

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BALANCE DUE

\$14,259.00

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# **BILLING STATEMENT**

Questions? Please contact Carol Platt at cplatt@tmlirp.org or extension 2415

River Plantation MUD Attn: J.Davis Bonham 2727 Allen Parkway, Suite 1100 Houston, Texas 77019

## Texas Municipal League Intergovernmental Risk Pool

www.tmlirp.org • 512-491-2300 Billing Payment Address: P.O. Box 388 San Antonio, Texas 78292-0388

Statement Date Due Date Contract Number 05/01/2025 DUE UPON RECEIPT 6981

\$1,000.00

\$0.00 Balance from \$0.00 Previous
\$0.00 Statement:
000.00 000.00 Total Payments \$0.00 Received:
00.00
Total New \$1,000.00 Charges / (Credits):

#### **RETURN THIS PORTION WITH YOUR PAYMENT**

#### 

Submit address/contact changes to: cplatt@tmlirp.org

River Plantation MUD J.Davis Bonham 2727 Allen Parkway, Suite 1100 Houston, Texas77019 Please send your payment to:

Balance:

TML Intergovernmental Risk Pool PO Box 388 San Antonio, TX 78292-0388

**TNL** ClaimCenter

# Deductible Report

Deductible Billing for the Period Mar 1, 2025 thru Mar 31, 2025

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River Plantation MUD, Member ID: 6981

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2023/2024	
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d Year: 2	
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Claim Number	Claim Number Claimant Policy Type	Policy Type	Claim dept. detail	Loss Date	TMLIRP Net TMLIRP Net Reserves Paid	TMLIRP Net Paid	Prior Billed Amounț	Current Billing	Deductible Limit
LB000000218877 Deaton, Randy	Deaton, Randy	General Liability	Wastewater	05/13/2024	5,000.00	5,000.00	0.00	1,000,00	1000
Total for 2023/2024	24							\$1,000.00	
Total for Sweep	antation WUD							000000	

TMLIRP ClaimCenter

As of Mar 31, 2025

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# INVOICE

From **Touchstone District Services** 1251 Pin Oak Road Ste. 131 #160 Katy, TX 77494

Invoice ID	8291	Invoice For	River Plantation MUD
Issue Date	05/01/2025		
Due Date	06/15/2025 (Net 45)		
Subject	Monthly Text Alert Service		
	F		

Description	Quantity	Unit Price	Amount
inTEN Text Alert Monthly Maintenance	1.00	\$200.00	\$200.00

**Amount Due** \$200.00

#### Notes

Thank you for your business! We look forward to working again in the future!

For questions regarding your invoice, please contact the Finance Dept via email at <u>s.willett@touchstonedistrictservices.com</u>. Payment checks can be given to the Touchstone client representative at the meeting, or mailed to:

Touchstone District Services 1251 Pin Oak Road, Ste. 131 #160 Katy, TX. 77494





River Plantation MU Attn: Tiffany Carder c/o L&S District Sen 305 Peach Street Tomball, TX 77375	n vices, LLC		May 06, 2025 Project No: Invoice No:	320008049U <sup>-</sup> 55651	ΓL
Project <u>Professional Servi</u> Professional Perso	320008049UTL <u>ces from April 14, 2(</u> onnel	Sanitary Sinkhole Repairs 025 to April 27, 2025			
		Hours	Rate	Amount	
Engineer V		2.00	180.00	360.00	
Engineer II		2.00	120.00	240.00	
	Totals	4.00		600.00	
	Total Labor				600.00
			Total this Invo	vice	\$600.00

#### **Outstanding Invoices**

Number	Date	Balance
55486	4/21/2025	3,785.00
Total		3,785.00



777 North Eldridge Parkway, Suite 500 Houston, TX 77079 713.782.0042 | Fax 713.782.5337 info@vs-eng.com vs-eng.com



**River Plantation MUD** Attn: Tiffany Carden c/o L&S District Services, LLC 305 Peach Street Tomball, TX 77375

May 06, 2025 Project No: 32000000DST Invoice No: 55645

#### Project 32000000DST **River Plantation MUD**

Services related to preparing for and attending the April, 2025 District meeting; Sinkhole issues; Meeting with Church about future connection.

#### Professional Services from April 14, 2025 to April 27, 2025 Professional Personnel

	Hours	Rate	Amount	
Principal	1.50	275.00	412.50	
Engineer VI	10.00	210.00	2,100.00	
Proj Representative2	2.00	100.00	200.00	
Bookkeeper	3.50	100.00	350.00	
Totals	17.00		3,062.50	
Total Labor			·	3,062,50

Total this Invoice

\$3,062.50

#### **Outstanding Invoices**

Number	Date	Balance
55476	4/21/2025	4,692.50
Total		4,692.50



777 North Eldridge Parkway, Suite 500 Houston, TX 77079 713.782.0042 | Fax 713.782.5337 info@vs-eng.com vs-eng.com



River Plantation MUE Attn: Tiffany Carden c/o L&S District Serv 305 Peach Street Tomball, TX 77375				May 06, 2025 Project No: Invoice No:	32000804 55650	10OTH
Project Professional Servic	3200080410OTH es from April 14, 2	703 Fairway 025 to April 27. 2				
		B Fairway Oaks				
Professional Person		,				
			Hours	Rate	Amount	
Engineer VI			6.00	210.00	1,260.00	
Engineer V			6.75	180.00	1,215.00	
Designer IV			20.50	150.00	3,075.00	
Executive Admir			6.50	100.00	650,00	
	Totals		39.75		6,200.00	
	Total Labor					6,200.00
Reimbursable Expe	nses					
Reimb Exp Post	age/Shipping					
4/15/2025	American Expres	s Fe	deral Express		30.54	
	Total Reimbursa	bles			30.54	30.54
				Total this P	hase	\$6,230.54
				Total this In	voice	\$6,230.54
Outstanding Invoice	€S					
Nu	mber	Date	Balance			
554	485	4/21/2025	9,520.00			
То	tal		9,520.00			
GENERAL OPERATING	UNDS					





River Plantation M Attn: Tiffany Card c/o L&S District Se 305 Peach Street Tomball, TX 7737	en ervices, LLC		May 06, 2025 Project No: Invoice No:	320006061RPT 55649
Project <u>Professional Serr</u> Professional Pers	320006061RPT vices from April 14, 20 sonnel	Ernergency Preparedness Pl 25 to April 27, 2025	an .	
		Hours	Rate	Amount
Designer IV		1.00	150.00	150.00
	Totals	1.00		150.00
	Total Labor			150.00
			Total this Invo	bice \$150.00
Outstanding Invo	ices			

Number	Date	Balance
55483	4/21/2025	1,210.00
Total		1,210.00

TO BE PAID FROM OPERATING



Total

777 North Eldridge Parkway, Suite 500 Houston, TX 77079 713.782.0042 | Fax 713.782.5337 info@vs-eng.com vs-eng.com



River Plantation I Attn: Tiffany Car c/o L&S District S 305 Peach Stree Tomball, TX 773	den Services, LLC t			May 06, 202 Project No: Invoice No:	5 3200081701 55653	IUTL
Project	320008170101	L Mosswood D	rive Water Line E	Extension		
Professional Se	rvices from April	<u>14, 2025 to April 27, 2</u>	025			
Phase	010	Mosswood Drive Wat	er Line Extensior	ים ביים ביים ביים ביים ביים ביים ביים ב		
Professional Pe	rsonnel					
			Hours	Rate	Amount	
Engineer III			.75	135.00	101.25	
Engineer I			1.50	110.00	165.00	
	Totals		2.25		266.25	
	Total Labor					266.25
				Total this	Phase	\$266.25
				Total this I	nvoice	\$266.25
Outstanding Inv	oices					
	Number	Date	Balance			
	55487	4/21/2025	4,002.50			

4,002.50





River Plantati	on MUD	May 06, 202	5
Attn: Tiffany	Carden	Project No:	320008131UTL
c/o L&S Distri	ct Services, LLC	Invoice No:	55652
305 Peach St	reet		
Tomball, TX	77375		
Project	320008131UTL	Plantation Village Drainage Improvements	
Professional	Services from April 14	2025 to April 27 2025	

#### Professional Services from April 14, 2025 to April 27, 2025 Professional Personnel

	Hours	Rate	Amount	
Engineer V	.50	180.00	90.00	
Designer IV	.50	150.00	75.00	
Clerical	1.00	80.00	80.00	
Executive Administrator	1.25	100.00	125.00	
Totals	3.25		370.00	
Total Labor				370.00
		Total this I	Invoice	\$370.00

#### **Outstanding Invoices**

Number	Date	Balance
55489	4/21/2025	2,560.00
Total		2,560.00

# RIVER PLANTATION MUD

# SEWER TREATMENT PLANT FUND





CUSTOMER #: INVOICE #: INVOICE DATE: TOTAL AMOUNT DUE: REF/PO #:

TE1038 TE0000002205 04/01/2025 **\$6,384.00**  Page 1 of 1

DUE DATE:

**Due Upon Receipt** 

	-		REF	/PO #:			<del></del>	<del>.</del>
DATE		DESCR	IPTION		REFERENCE	RATE	QTY	AMOUNT
3/4/25 3/12/25 3/21/25 3/26/25 3/28/25 3/28/25	610 Serv SP ROUN SP ROUN SP ROUN SP ROUN	R PLANTATION MUD RIVER PLANTATION D #001 CAK HAULING 9 DTRIP W.O# 24295 DTRIP W.O# 24510 DTRIP W.O# 24819 DTRIP W.O# 25018 DTRIP W.O# 25061 RCHARGE				\$800.0000 \$800.0000 \$800.0000 \$800.0000 \$800.0000	1.00 1.00 1.00 1.00 1.00	\$800.( \$800.( \$800.( \$800.( \$800.( \$560.( <b>\$4,560.0</b>
Your acc		rentiy past due. Ple	ase remit payment	t today.			To pay invoice please us www.gfle pay-m	online, e visit at: env.com/
	<b>RENT</b> 60. <b>0</b> 0	<b>31 - 60 DAYS</b> \$912.00	<b>61 - 90 DAYS</b> \$912.00	OVER 90 DAYS \$0.00	ACCOUNT TOTAL \$6,384.00	ΤΟΤΑΙ	L INVOICE	\$4,560.00
Ple	ase retu	m bottom portion v	vith your paymen	t. Include custon	ner and invoice nu	mbers on cl	heck or money	order.
GFĹ	1820 ( HOUS	NVIRONMENTAL CANDLE RIDGE PA FON TX 77073	INVOIC	Σ #: Э DATE:	TE1038 TE0000002205 04/01/2025 \$ <b>6,384.00</b>		ATE: Due Upo NT OF REMITI	•

RIVER PLANTATION MUD PO BOX 747 CONROE, TX 77305-0747 PLEASE REMIT PAYMENT TO:

GFL Environmental PO BOX 555193 DETROIT MI 48255-5193

00555193TE00000022050000103800000004560002

## P. O. Box 170 Tomball, TX 77377

## Bill To

River Plantation MUD STP P. O. Box 80 Tomball, TX 77377

## Quantity Description Amount Bookkeeping Services for the month of April, 2025 575.00 129 Copies 19.35 Postage 3.65 Supplies 12.95

 	 	Total	\$610.95

## Invoice

	Date	
4	/30/2025	

## **Municipal Operations & Consulting, LLC**

20141 Schiel Rd Cypress, TX 77433 Phone: (281) 367-5511 Fax: (281) 367-5517

## Invoice: IN-17270 District: River Plantation MUD SP Billing Period: APRIL 2025

Date	Service Location	Work Description	Material/Labor Cost		Jo	ob Total			
			Labor/Equip	Qty	Rate	-	Amount		
		<u>Operations</u>							
Apr		Wastewater Plant Operations		1	\$ 1,500.00	\$	1,500.00	\$	1,500.00
		Total Operations \$1,500.04	• • •						
		Administration							
04/20		Prepared and submitted April DMR on behalf of district.	Compliance Level I	1.5	\$ 60.00	\$	90.00	\$	90.00
		Total Administration \$90.00	 )						
		Laboratory Fees							
04/11		Eastex Environmental Labs Lab Fees	Contractor	1.0	\$ 0.00	\$	2,077.35	\$	2,077.3
		Total Laboratory Fees \$2,077.3	5						
		Wastewater Plant							
Mar		Operated belt press. 3/10, 3/14, 3/17, 3/18, 3/20, 3/21, 3/24, 3/25, 3/27, 3/28, 4/3, 4/10, 4/11	Plant Operator Level I	17.0	\$ 47.00	\$	799.00		
			Plant Operator Level I-OT	3.0	\$ 70.50	\$	211.50		
	·		Plant Operator Level III	40.5	\$ 55.00	\$	2,227.50		
			Plant Operator	2.5	\$ 82,50	\$	206.25		

Date	Service Location	Work Description	Material/Labor Cost			Job Total		
ι. ·	, (	· · · · · · · · · · · · · · · · · · ·	Labor/Equip	Qty		Rate	Amount	
			Lenel/IT+Q3k		\$		\$	\$
			Supervisor	7.0	\$	55.00	\$ 385.00	
			Supervisor-OT	1.5	\$	82.50	\$ 123.75	
			Utility Truck	63.0	\$	22.00	\$ 1,386.00	
			1-Ton Utility Truck	8.5	\$	33.00	\$ 280.50	\$ 5,619.50
03/13		Additional time for process control. 3/10 - 3/13	Plant Operator Level III	2.5	\$	55.00	<b>\$</b> 137.50	
			Plant Operator Level III-OT	1.5	\$	82.50	<b>\$</b> 123.75	
			Utility Truck	4.0	\$	22.00	\$ 88.00	\$ 349.25
03/14		Cleaned bar screens and sump pump, then met with lab to pull samples. 3/11 - 3/14	Plant Operator Level III	9.0	\$	55.00	\$ 495.00	
			Plant Operator Level III-OT	1.5	\$	82.50	<b>\$</b> 123.75	
			Utility Truck	10.5	\$	22.00	\$ 231.00	\$ 849.75
03/14		Met with contractor at sewer plant regarding coagulation test for polymer type.	Plant Operator Level III	5.0	\$	55.00	\$ 275.00	
			Utility Truck	5.0	\$	22.00	<b>\$</b> 110.00	\$ 385.00
03/14		Worked on pre-inspection survey.	Compliance Level II	2.0	\$	78.00	\$ 156.00	
			Utility Truck	2.0	\$	22.00	<b>\$</b> 44.00	\$ 200.00
03/17		Annual generator inspection per TCEQ.	Skilled Laborer	2.0	\$	37.00	\$ 74.00	
			Utility Truck	2.0	\$	22.00	\$ 44.00	\$ 118.00
03/21		Took out wagons from the bar screens and cleaned sump pump. Took out trash and checked chemicals. Met with contractor to discuss bypass pump. Met with lab to pull samples. 3/18 & 3/20 - 3/21	Plant Operator Level III	7.5	\$	55.00	<b>\$</b> 412.50	

Date	Service Location	Work Description		laterial/	Labor Cost		Job Total
			Labor/Equip	Qty	Rate	Amount	
			Plant Operator Level III-OT	0.5	\$ 82.50	\$ 41.25	
			Supervisor	1.5	\$ 55.00	\$ 82.50	
			Utility Truck	8.0	\$ 22.00	\$ 176.00	
			1-Ton Utility Truck	1.5	\$ 33.00	\$ 49.50	\$ 761.75
03/21		Additional time for process control. 3/17, 3/19, 3/21	Plant Operator Level III	3.0	<b>\$</b> 55.00	\$ 165.00	
			Plant Operator Level III-OT	2.0	\$ 82.50	\$ 165.00	
			Utility Truck	5.0	\$ 22.00	\$ 110.00	\$ 440.00
03/21		Cleaned non potable pumps and installed new hoses. Replaced faucets in belt press.	Plant Operator Level I	11.0	<b>\$</b> 47.00	<b>\$</b> 517.00	
			Plant Operator Level III	9.5	\$ 55.00	\$ 522.50	
			Supervisor	5.0	\$ 55.00	\$ 275.00	
			Utility Truck	20.5	\$ 22.00	\$ 451.00	
			1-Ton Utility Truck	5.0	\$ 33.00	\$ 165.00	
			Materials			\$ 335.70	\$ 2,266.20
03/28		Cleaned bar screens and sump pump. Met with lab to pull samples. 3/26 - 3/28	Plant Operator Level I	1.0	\$ 47.00	\$ 47.00	- - -
			Plant Operator Level III	4.5	<b>\$</b> 55.00	\$ 247.50	
			Plant Operator Level III-OT	0.5	<b>\$</b> 82.50	\$ 41.25	
		· ·	Utility Truck	6.0	<b>\$</b> 22.00	<b>\$</b> 132.00	\$ 467.75
03/28	• ·	Additional time for process control. 3/24, 3/26, 3/28	Plant Operator Level III	2.5	\$ 55.00	\$ 137.50	
03/28				2.5	\$	55.00	55.00 \$ 137.50

Date	Service Location	Work Description	Material/Labor Cost			Job Total	
			Labor/Equip	Qty	Rate	Amount	
			Plant Operator Level III-OT	1.0	\$ 82.50	\$ 82.50	
			Utility Truck	3.5	\$ 22.00	\$ 77.00	\$ 297.00
03/28		BMI - Biosolids Management Disposal haul from sewer plant.	Contractor	1.0	\$ 0.00	\$ 141.24	\$ 141.24
04/01		Monthly auto dialer service.	Rate	1.0	\$ 33.00	\$ 33.00	\$ 33.00
04/01		Replaced switches and installed Dr blades.	Contractor	1.0	\$ 0.00	\$ 3,190.00	\$ 3,190.00
04/04		Cleaned bar screens and removed rags from diffuser. Troubleshooted chlorine feed issue. Met with lab to pull samples. 3/31 - 4/3	Plant Operator Level III	6.5	\$ 55.00	\$ 357.50	
			Plant Operator Level III-OT	0.5	<b>\$</b> 82.50	<b>\$</b> 41.25	
			Utility Truck	7.0	\$ 22.00	\$ 154.00	
			Materials			\$ 126.25	\$ 679.00
04/04		Additional time for process control. 3/31, 4/2, 4/4	Plant Operator Level III	5.5	<b>\$</b> 55.00	\$ 302.50	
			Utility Truck	5.5	\$ 22.00	\$ 121.00	\$ 423.50
04/08		Replaced 2" turbine water meter.	Compliance Level I	0.5	<b>\$</b> 60.00	\$ 30.00	
			Contractor	1.0	<b>\$</b> 0.00	\$ 1,595.00	<b>\$</b> 1,625.00
04/11		Cleaned bar screen and sump pump. Adjusted air for return. Met with lab to pull samples. Cleaned clarifier filter. 4/7 - 4/11	Plant Operator Level III	7.0	\$ 55.00	\$ 385.00	
			Plant Operator Level III-OT	1.5	\$ 82.50	\$ 123.75	
			Utility Truck	8.5	\$ 22.00	\$ 187.00	
			Materials			<b>\$</b> 50.42	<b>\$</b> 746.17

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Date	Service Location	Work Description	Material/Labor Cost			Job Total	
			Labor/Equip	Qty	Rate	Amount	
04/11		Additional time for process control. 4/7 - 4/8 & 4/11	Plant Operator Level III	5.5	\$ 55.00	\$ 302.50	
			Utility Truck	5.5	\$ 22.00	\$ 121.00	<b>\$</b> 423.50
04/12		Cleaned clarifier.	Plant Operator Level I-OT	7.5	<b>\$</b> 70.50	<b>\$</b> 528.75	
			Supervisor-OT	3.0	<b>\$</b> 82.50	\$ 247.50	
			Utility Truck	7.5	\$ 22.00	<b>\$</b> 165.00	
			1-Ton Utility Truck-OT	3.0	\$ 33.00	\$ 99.00	<b>\$</b> 1,040.25
		Total Wastewater Plant \$20,055.80					
					Total:	\$23,723.21	
							-
			· ·				

## RIVER PLANTATION MUD

## JOINT DRAINAGE FACILITY

L& S District Services, LLC P. O. Box 170 Tomball, TX 77377

## Bill To

River Plantation MUD Joint Drainage P. O. Box 80 Tomball, TX 77377

Quantity Description Amount Bookkeeping Services for the month of April, 2025 425.00 131 Copies 19.65 Postage 2.92 Supplies 13.10

Total \$460.67

Invoice

Date 4/30/2025





River Plantation M	/UD		May 06, 2025		
Attn: Tiffany Card	den		Project No:	320003012DC	н
c/o L&S District S	ervices, LLC		Invoice No:	55647	
305 Peach Street					
Tomball, TX 773	75				
Project	320003012DCH	East Ditch Rehabilitation			
-	vices from April 14, 20				
Professional Per		<u>125 to April 27, 2025</u>			
		Hours	Rate	Amount	
Engineer V		1.00	180.00	180.00	
	Totals	1.00		180.00	
	Total Labor				180.00
			Total this Invo	bice	\$180.00

### **Outstanding Invoices**

Number	Date	Balance
55478	4/21/2025	275.00
Total		275.00

TO BE PAID FROM JOINT DRAINAGE DISTRICT BUDGET

Invoices due upon receipt; if not paid within 30 days of invoice date, a 1% per month interest penalty will accrue.





River Plantation N	IUD		May 06, 2025		
Attn: Tiffany Card	len		Project No:	32000301	DCH
c/o L&S District Se	ervices, LLC		Invoice No:	55646	
305 Peach Street					
Tomball, TX 7737	75				
Project	320003010DCH	East Ditch General			
Professional Ser	vices from April 14, 20	25 to April 27, 2025			
Professional Per	-				
		Hours	Rate	Amount	
Engineer VI		2.00	210.00	420.00	
Designer IV		.25	150.00	37.50	
Executive Adr	ministrator	.75	100.00	75.00	
	Totals	3.00		532.50	
	Total Labor				532.50
			Total this Inv	oice	\$532.50

### **Outstanding Invoices**

Number	Date	Balance
55477	4/21/2025	1,087.50
Total		1,087.50

TO BE PAID FROM JOINT DRAINAGE DISTRICT BUDGET

Invoices due upon receipt; if not paid within 30 days of invoice date, a 1% per month interest penalty will accrue.

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# RIVER PLANTATION MUD

## CAPITAL PROJECTS FUND



777 North Eldridge Parkway, Suite 500 Houston, TX 77079 713.782.0042 | Fax 713.782.5337 info@vs-eng.com vs-eng.com

May 19, 2025

River Plantation Municipal Utility District c/o L & S District Services, LLC P. O. Box 170 Tomball, Texas 77377

Attn: Tiffany Loggins Carden

Re: Sanitary Sewer Sinkhole Repairs within River Plantation Municipal Utility District Montgomery County, Texas VSE PROJECT NO: 32000-804-9-UTL (c&e)

Dear Ms. Loggins Carden:

Enclosed, for your review, is Pay Application No. 2 & Final for the referenced project.

We have reviewed the pay application and recommend payment in the amount of \$43,970.00 to Allteam Solutions, LLC to be paid using funds in Capital Projects- Sanitary Sewer Repair Phase 2.

Sincerely,

Andres F. Aranzales, P.E. Project Manager Vogler & Spencer Engineering, Inc. Texas Registered Professional Engineering Firm No. F-148

Enclosure

AFA;jlb

xc: Allteam Solutions, LLC File

## Vogler & Spencer Engineering, Inc.

Texas Registered Engineering Firm No. F-148

777 North Eldridge Parkway Suite 500 Houston, Texas 77079 713-782-0042 713-782-5337 (fax)

## APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: Sanitary Sewer Sinkhole Repairs within River Plantation Municipal Utility District Plantation Municipal Utility District VIIII Plantation Municipal Utility District

1000000, 1000

VSE PROJECT NO.: 32000-804-9-UTL (c&e)

## PAY APPLICATION NO. 2 & Final APPLICATION DATE: 05/19/25

PERIOD: 02/28/25 through 05/12/25

CONTRACTOR: Allteam Solutions, LLC 5960 N. Sam Houston Pkwy E Humble, Texas 77396

### Contract Time:

Date of Contract Award	12/23/24
Notice to Proceed	12/23/24
Projected Contract Substantial Completion Date	03/23/25
Certificate of Substantial Completion Issued	05/05/25
Projected Contract Final Completion Date	06/04/25
Total Contract Days and Approved Time Extensions	120
Contract Days to Date	140
Percent of Time Used to Date	117%
Percent of Work Completed to Date	100%
Contract Cost:	
Original Contract Amount	\$ 60,300.00
Net Change Orders (See attached Change Order Summary)	\$ 31,910.00
Current Contract Amount	\$ 92,210.00
Work Completed to Date	\$ 92,210.00
Less Amount Retained	<u> </u>
Less Previous Payment to Contractor	\$ (48,240.00)
AMOUNT DUE THIS PAYMENT	\$ 43,970.00

#### PAY APPLICATION NO. 2 & Final

#### APPLICATION DATE: 5/19/2025

5-19-25

Date:

Date:

VSE PROJECT NO.: 32000-804-9-UTL (c&e)

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Document, that all amounts have been paid by him for work for which previous Recommendation for Payments were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: Allteam Solutions, LLC

By:

Job progress is satisfactory and the work appears to be in compliance with plans and specifications. In accordance

with the Contract, the undersigned recommends payment to the Contractor of the amount due as shown above.

ENGINEER:	Vogler & Spencer Engineering, Inc.							
Ву:	$\bigcirc$	2000						
Change Order Summar	<u>y:</u>	$\mathcal{O}$						
Change Order No. 1	\$	31,910.00						

\$ 31,910.00 Substantial Final Completion Completion Contract Time Schedule: 30 90 Original Contract Time Previous Approved Time Extensions Requested and Approved Time Extensions This Period Total Contract Calendar Days and Approved Time Extensions 90 30 67 0 Previous Contract Days 7 66 Contract Days This Period 7 133 Total Contract Days To Date

#### Special Notes/Considerations:

	PAY APPLICATION NO. 2 & Final					APPLICATION D			TE: 5/19/2025		
		۲	VSE PF	ROJECT NO.:	32000-804	1-9-UTL	(c&e)				
	ITEM	UNIT	QTY	THIS	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT		
			<u> </u>								
<u>A. GENI</u> 1.	ERAL ITEMS Mobilization/Demobilization/Pa yment/Performance Bonds/Permits	LS	1		1	1	100%	\$3,000.00	\$3,000.00		
2.	Traffic Control Plan Implementation (Includes signage, barriers, and flaggers to manage traffic during construction).	LS	1		1	1	100%	\$2,300.00	\$2,300.00		
A. GENI	ERAL ITEMS SUBTOTAL								\$5,300.00		
<u>B. CIVI</u> 1.	L SITE WORK Site Restoration to Equal or Better Condition Including backfilling, turf establishment and pavement repairs if necessary (Includes all necessary measures to restore the worksite.)	LS	1	1	0	1	100%	\$4,500.00	\$4,500.00		
2.	Bypass Pumping for all sites (Necessary pumping to maintain flow during repairs and rehabilitation works.)	LS	1		1	1	100%	\$2,400.00	\$2,400.00		
3.	Point Repair at 752 Stonewall Jackson Dr. (Located within pavement at intersection, approximately 13.5 feet deep. Dye test confirmed sanitary infiltration)	EA	1		1	1	100%	\$16,000.00	\$16,000.00		
*4.	Abandon Manhole at 616 River Plantation Dr. & place connection pipe. (Located underneath asphalt, observed to serve no purpose. Cap top 4' of manhole and backfill per specification.)	LS	0		0	0		\$17,500.00	\$0.00		

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#### **APPLICATION DATE:** 5/19/2025 **PAY APPLICATION NO. 2 & Final** 32000-804-9-UTL **VSE PROJECT NO.:** (c&e) % CONT. WK. DONE WK. DONE WK. UNIT DONE COM-THIS PREVIOUS AMOUNT UNIT OTY ESTIMATE ESTIMATE TO DATE PLETE PRICE ITEM \$7,100.00 \$7,100.00 1 1 100% EA 1 5. Point Repair at 704 Stone Mountain Dr. (Located within pavement, approximately 6 feet deep. A point repair is necessary to fix the service connection. Recommend video inspection before repairs.) \$7,500.00 \$7,500.00 1 1 100% LS 1 Inspection & Point Repair at 6. 745 Stonewall Jackson Dr. Including guardrail modifications as necessary to allow for construction operations. (Located on the east side of the bridge next to the guardrail. Issue appears related to a storm sewer failure rather than a sanitary sewer problem. Dye test needed for confirmation.) \$37,500.00 **B. CIVIL SITE WORK SUBTOTAL** CHANGE ORDER NO. 1 1 100% \$1,500.00 \$1,500.00 1 ΕA 1 616 River Plantation Drive: CO1-1 Raise Manhole \$3,600.00 \$300.00 12 100% CO1-2 616 River Plantation Drive: GAL 12 12 Apply chemical grout to stop infiltration and stabilize soil 15 15 100% \$300.00 \$4,500.00 VF 15 616 River Plantation Drive: CO1-3 Rehabilitate manhole with Geopolymer liner reinforced with C-Grid mesh \$5,700.00 19 100% \$300.00 19 CO1-4 704 Stone Mountain Drive: VF 19 Mahole rehabilitation with Geopolymer liner 1 100% \$5,000.00 \$5,000.00 0 Outfall Repair - Mobilization: LS 1 1 CO1-5 Heavy Equipment & Trench Safety \$21,090.00 \$370.00 57 100% 0 LF 57 57 Outfall Repair - Remove and CO1-6 Replace Storm Sewer Outfall Pipe with Concrete Pipe

	PAY APPLICATIO	APPLICA	TION DATE:	5/19/2025					
		<b>VSE PROJECT NO.:</b>			32000-804	32000-804-9-UTL			
	ITEM	UNIT	QTY	WK. DONE THIS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT
CO1-7	Outfall Repair - Remove and Replace Concrete Driveway 12'x14' (includes regrading driveway above pipe to 1" above current")	SF	168	168	0	168	100%	\$15.00	\$2,520.00
CO1-8	Outfall Repair - Disposal and Hauling	LS	1	1	0	1	100%	\$1,800.00	\$1,800.00
CO1-9	Outfall Repair - Site Restoration	LS	1	1	0	1	100%	\$1,500.00	\$1,500.00
CO1-10	Outfall Repair - Remove and Replace Asphalt at entrance with New Asphalt	LS	1	1	0	1	100%	\$2,200.00	\$2,200.00
*Additior	al qty adjusted above per Change	Order N	lo. 1						
CHANG	E ORDER NO. 1 SUBTOTAL								\$49,410.00
	Total Work Completed to Date	e							\$92,210.00

. . . . . . . . . . .

Project:	Sanitary Sewer Manhole & Sinkhole Repairs	Project Manager: Alan R Velazquez Engineer: Vogler & Spencer Engineer	ng, Inc.	
CONTRACTOR:	Allteam Solutions, LLC	Contractor: Aliteam Solutions, LLC		
Owner:	River Plantation Municipal Utility District	Application Date: 5/12/2025 Application No	o.: 2	
Notice to Procee	d Date: 1/1/2025	Period From: 2/27/2025 To: 5/12/2	025	
2011 5 30 - 17 T. C. M. March 161	R SUMMARY rs-approved in mits by Owner Additions \$ Deletions \$	Application is made for Payment, as shown be attached Contract Continuation Sheet(s). The present status of the account for this Cont		
	Change Orders	Original Contract Sum	\$	60
Number 1	Approved (date) \$49,410.00 \$17,500.00	Net Changes by Change Order		\$3 <sup>-</sup>
		Contract sum to Date	\$	92
		Total Completed to Date	\$	92
		Retainage 0 %	\$	
Net Change by 0	Change Orders \$49,410,00 \$17,500.00	Total Earned Less Retainage	\$	9;
Weather Days F	equested To Date: 0 Weather Days Granted: 0	Less Previous Certificates for Payment	\$	4

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**Monthly Work Completed** 

DATE: 5/12/2025

Sanltary Sewer Manhole & Sinkhole Repairs	Alleem Solutions, LLC
PROJECT:	CONTRACTOR:

2

Pay App:

	Total Due To Date	00:002 83,000:58	54,500,00 \$2,400,00	00'000'31\$	\$7,100.00	\$7,500,00	\$1,500.00 \$3,600.00	\$4,500.00	\$5,000,00 \$21,090,00	\$2,520,00	\$1,800,00 \$1,500,00 \$2,200,00	\$92,210.00	292,210,00
	Total Quantity to Date						<b>- 5</b>	وري روي روي				Total Work to Date Less 10% Retainage	Sub-Total
<i>5</i> /12/2026	Amt Due this Estimato	00:08	34,600.00 50.00	\$0,00	\$0.00	\$0,00	00.0\$	\$0.00	\$5,000,00 \$5,000,00 \$21,090,00	\$2,520.00	\$1,500.00 \$1,500.00 \$2,200.00		\$38,610,00
Ta:	Quantity Quantity Prev. Billed This Period				Anna anna anna anna anna anna anna anna				2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	168	20 8 10 20 1	Subtotal this estimate Less 10%	Subtotal
	TOTAL Contract Quantity Amount Prev. Bille	\$3,000.00 \$2,900.00	\$1 \$60.00 \$2.400.00	\$16,000,00	<b>\$7</b> ,100.00	\$7,500,00	\$1,500.00 \$3,600.00	\$4,500.00 \$5,700.00	\$6,000,00 \$6,000,00 \$21,090,00	\$2,520,00	\$1,800.00 \$1,600.00 \$2,200.00	\$92,210,00	
2/27/2025	Unit Price T	\$3,000.00	\$4,500.00 \$2,400.00	\$16,000,000 <del>\$17,500,00</del>	\$7,100.00	\$7,500.00	\$1,500.00	\$300.00 \$	\$5,000.00 \$370.00	\$15.00	\$1,800.00 \$1,500.00 \$2,200.00	Contract Total	
From:	Plan Quantity	- 4		÷ *			() <b>-</b> 722	5 5 9	- 12	168			
	UNITS	ର ସ	ھ ھر	4 <b>9</b>		r LS	lion GAL	mer VF ymer VF		i bi	e with		
River Plantation MUD	DESCRIPTION	A Ceneral Items Mobilization/Demodilization/Payment/Perfor mance Bonds/Permits Tratito Socroto Plan Indigmentation/paymentation/ Tratito Socroto Plan Indigmentation/toutes atgrade, Tratito Socroto Plan India Plan India Plan India Plan India Mobili Plan India Plan India Plan India Plan India Plan India Plan India Plan India Plan India Plan India Plan In	3) Civil Site Work Civil Site Neuron Site (Condution Induction Decision) Civil Site (Condution Induction Decision) Civil Site (Neuron Site) (Civil Site (Civil Site) Civil Site (Neuron Site) (Civil Site (Civil Site) Civil Site (Neuron Site) (Civil Site Neurosite) (Civil Site) (Civil Site) (Civil Site (Civil Site)	Purit Vegen et us zo vorgenum generation provincielle wijflin payerinerit at Inheisecklosi paproximatelle 13.6 feet damaten Marriola et de Rever Handlon D. & Jease Alanden Marriola et de Rever Handlon D. & Jease connection-tiple. Alcaeded undernetthe schrädt- pebervert to serve no purpose. Cop dep 4-fe manho and backfit	en-speaklealen.) Point approximatory 6 load deap. A point repair is pavement, approximatory 6 load deap. A point repair is necessary to lik the service approximation Repairs. Is video interesting to Downe a point. It is the service and the service approximation is a point point. It is a point of the service approximation is a point point. It is a point of the service approximation is a point point.	Inspector to Twitty types at two contrast asserts of allow including guardial modifications as necessary to allow for construction operations. (Located on the east side of the bridge next to the guardrall, usue appears related to storm server failure rather than a semilary sever problem.		616 River Plantation: Rehabilita liner reinforced with C-Grid mes 704 Stone Mountain: Manhole F		Pipe with Pipe	current level Outlaat Repair. Susposat & Hauling See Outlaat Repair. Sus Restoration Outlaat Repair. Remove and Repaired Apphal at entime Neuro Exchait		
OWNER:	Item	<b>«</b> –	8	to the second seco	10 10	Q	01-1 001-2	CO1-3 CO1-4	001-5 201-5	Col-7	CO1-8 CO1-9 CO1-10		

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Monthly Work Completed

2 Pay App: Sanitary Sewer Manhole & Sinkhole Repairs

Allleam Solutions, LLC	River Plantation MUD
CONTRACTOR:	OWNER:

PROJECT:

\$16,000,00 \$1,500.00 \$3,600.00 \$2,300.00 \$4,500.00 00-00 \$7,100.00 \$3,000.00 \$2,400.00 \$7,500.00 Te white 1.508.20 C ÷, , in the second s 1 1000 42 1798 ( v.) 1 12 12 -NA: \$9.00 \$0.00 **30.08** 00.00 \$0.00 \$4,500.00 **50.0**0 \$0,00 357 Na) 3 54 S C.us) 1. ж÷-State -ار د در پیرون میشند و میشند s-X in Star  $\chi^{*} A$ s.skę yyraadin Yyraadin T ÷ \*\* e l A.500.00 \$2,300.00 79 \$16,000,00 \$7,100,00 \$1,500.00 \$3,000.00 \$2,400.00 \$7,500.00 os.lus \$16,000,00 3 \$2,400.00 \$7,100.00 \$7,500.00 \$3,000,00 \$2,300.00 \$17,600.00 4 ••• •••• EAS ---. . . Site Restoration to Equal or Detter Condition including backfillion, jord satabilistimoti and pagoment repairs if necessary (inclures all necessary measures to restore the worselies). ŝ ¥. ŝ ŝ 얩 ×. er specification) Point specifications Point specification Stone Mountain Dir (Löcatio dinthin paregrandin deproximalagi Si Fact dargiz A point trapparis necessary to fix the serve connection. Recommend necessary for fix the specification as a recessary to allow inspection & Point Repairs (7 46 Stonewal Jackson Dr. Inspection gradratin modillactions as accessary to allow for construction operations, fixable of the bridge next to the pridge next to the guardarin modil the bridge next to the guardratin issue appears related of LS mentanin flow runting sregiels and retriatification works) mentanin flow runting sregiels and retriatification works) profit Repeat 1 253 Stopping all diskictory (Loosided Willing runterventent at ritioficise/locity, approximately 135 feat deep. Dye test confitmed sarifiery infiltration). deep. Dye test confitmed sarifiery infiltration). Abardian Mananel est for feat very Palmatiene beserved to answerge uppose-Gep dep 4- of manifolo and backfil to answerge purpose-Gep dep 4- of manifolo and backfil mance Bonda/Permits Tranife Contro Plan (Ingritinghana) and the during barriers, and lagges for interact further cluring construction). storm sewer failure rather than a sanitary sewer problem Bypass Pumping for all sites (Necessary pumping to میں میں میں میں م General Items Nobilization/Bernobilization/Payment/Perfor manose Boods (Performance Civil Site Work 2 erviti gan sta 0 0 0 0 **A** 10 **ю** ଳି 0

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current level Current Repoint: Site Reatoration Outfall Repoint: Site Reatoration Outfall Repoint: Remove and Replace Asphalt at entrance with New Asphalt

CO1-8 CO1-8 CO1-10

CO1-7

\$2,520,00

\$15.00

168

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Durant with Pipe 255 Pipe with Pipe 255 Remove and Replace Concrete Differency 12X14' - Includes regrading driveway above pipe to 1" above - Includes regrading driveway above pipe to 1" above

\$38,610.00

Subtotal this eslimate Less 10% Subtotal

\$92,210,00

Contract Totaj

\$2,200.00

\$92,210,00

\$92,210,00 \$48,240.00 \$43,970.00

ess 10% Retainage Total Work to Date

Total Amount Due

\$5,360.00 \$43,970.00

Plus reduced retainage Totai amount due

ess Previous Pa

Sub-Total

\$38,610,00

\$5,700,00

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DATE: 5/12/2026

**Total Due To Date** 

Total Quantity to Date

Amt Due this Estimate

Quantity This Period

Quantity Prev. Billed

TOTAL Contract Amount

Unit Price

Plan Quantity

UNITS

DESCRIPTION

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5/12/2025

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2/27/2025

From:

No.

## CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

STATE OF Texas \$

COUNTY OF Montgoments

BEFORE ME. the undersigned authority, on this dav personally Gilberto Garza Eteneral the Manager appeared Allteam Solutions. LLC ("CONTRACTOR"). CONTRACTOR of has performed labor and furnished materials pursuant to that certain Contract entered into on the 23rd day of December , 2025, by and between CONTRACTOR and

**River Plantation MUD** (OWNER), for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

## Sanitary Sewer Sinkhole Repairs within River Plantation Municipal Utility District Montgomery County, Texas within River Plantation Municipal Utility District for (OWNER).

The undersigned, being by me duly sworn, states upon oath that the labor and/or materials supplied in connection with CONTRACTOR's Application for Final Payment No. 2, dated 5/12/25 (the "Application Date"), represents the actual cost of good and workmanlike labor and/or sound materials that have been fabricated into the work in compliance with the agreed to plans and specifications (and all authorized changes thereto) and said Contract.

The undersigned further states that as of the Application Date, CONTRACTOR has paid in full all bills and claims for labor and/or materials supplied in connection with the aforesaid Final Payment and that there are no outstanding unpaid bills or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against OWNER or the property where the labor and/or materials were installed, including, without limitation, any liens or potential liens, which CONTRACTOR may have as a result of, or in connection with, the labor and/or materials supplied in connection with the aforesaid Final Payment.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall bind CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and its legal representatives, successors, assigns.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained herein that a final payment under said Contract is being made, and in consideration of the disbursement of said final payment by OWNER.

CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE. Executed this 15th day of \_\_\_\_\_\_, 20,25.

AI	lteam	Sa	lution.	S, LLC
By: 🧲	+	2		•
Name	Printed:	Gil	berto	Garza
Title:			Mana	

STATE OF TEXAS § COUNTY OF HAM S

Subscribed and sworn to before me, the undersigned authority, on this the 1940 day of 1940, 2026, to certify which, witness my hand and seal of office.

Notary Rublic, State of Texas Name Printed: My commission expires: (1 - 10 - 7.7)JORDAN KARSTEDT Notary ID #134411956 My Commission Expires June 16, 2027

# <sup>®</sup> AIA<sup>°</sup> Document G707<sup>™</sup> – 1994

## **Consent of Surety to Final Payment**

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	
Sanitary Sewer Sinkhole Repairs within River	Bond No. GSH9000362	
Plantation Municipal Utility District	CONTRACT FOR:	
	General Construction	
TO OWNER: (Name and address) River Plantation Municipal Utility District	CONTRACT DATED:	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety)

The Gray Casualty and Surety Company P.O. Box 6202, Metairie, LA 70009

on bond of (Insert name and address of Contractor)

Aliteam Solutions, LLC 5960 N Sam Houston Parkway E, Ste 410, Humble, TX 77396

, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner)

**River Plantation Municipal Utility District** 

Mirel Stanford, Surety Witness

OWNER,

as set forth in said Surety's bond.

Attest:

(Séal)

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 12, 2025 (Insert in writing the month followed by the numeric date and year.)

> The Gray Casualty and Surety Company (Surety)

www.m (Signature of authorized representative)

Megan Liescheskl, Attorney-in-Fact (Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G70718 - 1994, Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 042511 ACD4

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#### THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

#### **GENERAL POWER OF ATTORNEY**

Bond Number: GSH9000362 Principal: Allteam Solutions, LLC

Project: Sanitary Sewer Sinkhole Repairs within River Plantation Municipal Utility District

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Megan Liescheski, Jacob Strader, Justin McQuain, Mireli Stanford, and Brian P. Herrera of Spring, Texas jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



Mulal 7. Com Michael T. Gray

President The Gray Insurance Company

Cullen S. Piske President The Gray Casualty & Surety Company



State of Louisiana ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican Notary Public Notary ID No. 92653 Orleans Parish, Louisiana

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Leigh Anne Henican Notary Public, Parish of Orleans State of Louisiana My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of May , 2025

Mark Mangans

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of May , 2025

eigh pume Henican







May 14, 2025

**River Plantation Municipal Utility District** c/o L & S District Services, LLC P. O. Box 170 Tomball, TX 77377

Attn: Tiffany Loggins Carden

Sanitary Sewer Rehabilitation Phase 2 within River Plantation Municipal Utility District Re: Montgomery County, Texas VSE PROJECT NO: 32000-808-2-UTL (c&e)

Dear Ms. Loggins Carden:

Enclosed, for your review, is Pay Application No. 5 & Final for the referenced project.

We have reviewed the pay application and recommend payment in the amount of \$78,536.45 to Insituform Technologies, LLC to be paid using funds in Series 2022 Bonds: Sanitary Sewer Rehabilitation Phase 2.

Sincerely,

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Peitao Long Engineer-in-Training Vogler & Spencer Engineering, Inc. Texas Registered Professional Engineering Firm No. F-148

Enclosure

PL;jlb

Insituform Technologies, LLC xc; **TCEQ** Houston File

## Vogler & Spencer Engineering, Inc.

Texas Registered Engineering Firm No. F-148

777 North Eldridge Parkway Suite 500 Houston, Texas 77079 713-782-0042 713-782-5337 (fax)

## APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: Sanitary Sewer Rehabilitation Phase 2 within River Plantation Municipal Utility District VSE PROJECT NO.: 32000-808-2-UTL (c&e)

PAY APPLICATION NO. 5 & FinalAPPLICATION DATE:05/14/25

PERIOD: 12/06/24 through 04/25/25

CONTRACTOR: Insituform Technologies, LLC 580 Goddard Avenue Chesterfield, Missouri 63005

Contract Time:

1

Date of Contract Award	04/10/24
Notice to Proceed	04/29/24
Projected Contract Substantial Completion Date	10/26/24
Certificate of Substantial Completion Issued	12/11/24
Projected Contract Final Completion Date	01/10/25
Total Contract Days and Approved Time Extensions	210
Contract Days to Date	361
Percent of Time Used to Date	172%
Percent of Work Completed to Date	96%
Contract Cost:	
Original Contract Amount	\$ 692,620.00
Net Change Orders (See attached Change Order Summary)	\$ 38,489.00
Current Contract Amount	\$ 731,109.00
Work Completed to Date	\$ 705,033.00
Less Amount Retained	<b>.</b> -
Less Previous Payment to Contractor	\$ (626,496.55)
AMOUNT DUE THIS PAYMENT	\$ 78,536.45

**PAY APPLICATION NO. 5 & Final** 

**APPLICATION DATE: 5/14/2025** 

**VSE PROJECT NO.:** 32000-808-2-UTL (c&e)

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Document, that all amounts have been paid by him for work for which previous Recommendation for Payments were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: Insituform Technologies, LLC

By:

Hichael Blangete

5/14/25

Date:

Date:

Substantial

Completion

180

180

221

5

226

Job progress is satisfactory and the work appears to be in compliance with plans and specifications. In accordance with the Contract, the undersigned recommends payment to the Contractor of the amount due as shown above.

ENGINEER:	Vogler d	& Spencer Engineering, Inc.	
Ву:	us -	Cer	
Change Order Summary:		J	
Change Order No. 1	\$	15,989.00	
Change Order No. 2	\$	22,500.00	
	\$	38,489.00	
Contract Time Schedule:			
Original Contract 7	lime		,
Previous Approved	l Time Ex	tensions	
Requested and App	proved Ti	me Extensions This Period	
Total Contract Cal	endar Day	vs and Approved Time Extensions	\$
Previous Contract	Days		
Contract Days This	Period		
Total Contract Day	rs To Date	2	

#### Special Notes/Considerations:

5/14/25

Final

Completion

30

30

0

135

135

PAY APPLICATION NO. 5 & Final							APPLICA	5/14/2025	
			VSE PI	ROJECT NO.:	32000-808	8-2-UTL	(c&e)		
	ITEM	UNIT	QTY	WK. DONE THIS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT
<u>A) G</u> 1.	ENERAL ITEMS Mobilization/Demobilization/P ayment/Performance Bonds/Permits & Fees (Refer to the Special Conditions Part A for insurance requirements. Requirements must be strictly adhered to - this includes the Contractor's Pollution Liability (CPL) Insurance in the amount of \$1,000,000.00 (II.C.vi - page 5). (Maximum amount not to exceed 3% of the Base Bid amount).	LS	1		1	1	100%	\$20,000.00	\$20,000.00
A. G	ENERAL ITEMS SUBTOTAL								\$20,000.00
D) C	IVIL SITE WORK				·				
<u>в/с.</u> 1.	Temporary Traffic Control Plan	LS	1		1	1	100%	\$5,000.00	\$5,000.00
2.	Manhole Cleaning & Inspections (Including GPS location of all Manholes)	EA	225	17	207	224	100%	\$425.00	\$95,200.00
*3.	Relocate Unknown Pipe (Coordinate w/ Local Dry Utility to Safely Relocate Unknown Protruding Piping.)	EA	3		3	3	100%	\$3,250.00	\$9,750.00
*4.	Obstruction Removal At Service Lead by Remote Cutting Application	EA	2		0.	0	0%	\$315.00	\$0.00
*5.	Sanitary Sewer Point Repair - all Depths (Includes Excavation, Backfill, Landscape Repairs, and Provide Post Repair Videos)	EA	8		8	8	100%	\$3,000.00	\$24,000.00
6.	Obstruction Removal Within Sanitary Sewer Mains (To Differentiate From Service Lead Obstruction Removals).	EA	4		0	0	0%	\$315.00	\$0.00

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## PAY APPLICATION NO. 5 & Final

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### APPLICATION DATE: 5/14/2025

	FAI AFFLICAIL		JOCTIN	31			AFFLICA	HOR DATE:	5/14/2025
			VSE PROJECT NO.:		32000-808-2-UTL		(c&e)		
	ITEM	UNIT	QTY	WK. DONE THIS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT
7.	Heavy Grease Removal and Cleaning at Desginated Locations	EA	12		12 .	12	100%	\$315.00	\$3,780.00
*8.	8" Cured-In-Place-Pipe Sanitary Sewer Rehab.	LF	10,626		11,052	11,052	104%	\$35.00	\$386,820.00
*9.	15" Cured-In-Place-Pipe Sanitary Sewer Rehab.	LF	470		470	470	100%	\$92.50	\$43,475.00
*10.	Remove and Replace Exist. 8" Sanitary Sewer w/ SDR 26 PVC Pipes (Includes Excavation, Backfill, & Provide Post Repair Videos)	LF	46		41	41	89%	\$85.00	\$3,485.00
*11	OSHA Trench Safety System (All Depths)	LF	46		46	46	100%	\$11.50	\$529.00
12.	Site Restoration to Equal or Better Condition (Includes Fence Replacement and Sodding)	LS	1	1	0	1	100%	\$5,000.00	\$5,000.00
13.	All Necessary Bypass Pumping for the Duration of the Project.	LS	1		1	1	100%	\$5,000.00	\$5,000.00
14.	Post Cleaning and Televising of all Repaired and CIPP Sanitary Sewer Lines for Verification of Work.	LS	1		1	1	100%	\$1,000.00	\$1,000.00
B. CI	VIL SITE WORK SUBTOTAL								\$583,039.00
C) 41	DDITIONAL WORK ITEMS (A	C A 11/171	JODI7E	D BV ENCINI	7 <b>FD</b> )				
<u>C) Al</u> *1.	Extra Length of Point Repair for 8" Pipe	LF	53	di engini	3	3	6%	\$160.00	\$480.00
2.	Extra 8" Sanitary Sewer Replacement	LF	50		0	0	0%	\$85.00	\$0.00
3.	Remove & Replace Cleanouts.	EA	5		0	0	0%	\$2,000.00	\$0.00
4.	External Service Reconnection.	EA	5		1	1	20%	\$950.00	\$950.00

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	PAY APPLICATION NO. 5 & Final						APPLICA	5/14/2025	
			VSE PI	ROJECT NO.:	32000-808	3-2-UTL	(c&e)		
	ITEM	UNIT	QTY	WK. DONE THIS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT
E	Entry Original Oct 1711-1 Oct 1	<u>ov</u>	50		0	0	0/7	#C0.00	<b>#0.00</b>
5.	Extra Cement Stabilized Sand.	CY	50		0	0	0%	\$68.00	\$0.00
6.	Extra Manhole Cleaning & Inspections (Including GPS location of all Manholes)	EA	35	8	35	43	123%	\$425.00	\$18,275.00
<b>C.</b> A.	DDITIONAL WORK ITEMS SU	втота	L						\$19,705.00
СНА	NGE ORDER NO. 1								
	-1 Raise MH Ring and cover 1" above grade (up to 1 VF) (RFI 2.1)	EA	4		3	3	75%	\$1,500.00	\$4,500.00
CO1-	-2 Additonal MH Ring and cover adjustment	EA	1		0	0	0%	\$600.00	\$0.00
C01-	(RFI 2.2) -3 Remove and replace Asphalt pavement	SY	50		0	0	0%	\$125.00	\$0.00
CO1-	(RFI 2.3) 4 Remove and replace Concrete pavement	SY	20		0	0	0%	\$160.00	\$0.00
CO1-	<ul> <li>(RFI 2.4)</li> <li>5 Lower drop connection in MH MW 2004C (replaces Civil Site Work Items 10 &amp; 11)</li> <li>(PEI 2.1)</li> </ul>	EA	1		1	1	100%	\$5,000.00	\$5,000.00
CO1-	(RFI 3.1) -6 New MH ring and covers to go	EA	4		3	3	75%	\$595.00	\$1,785.00
001	with adjustment (RFI 4.1)	<b>T S</b>	500		500	500	1000	¢ 40.00	#00.051.00
COL	-7 10" Cured-In-Place-Pipe Sanitary Sewer Rehab	LF	599		599	599	100%	\$49.00	\$29,351.00
CO1	-8 C&TV only 8" (already rehab or deleted)	LF	648		648	648	100%	\$5.50	\$3,564.00
CO1-	-9 C&TV only 15" (already rehab)	LF	920	293	624	917	100%	\$17.00	\$15,589.00
*Additional items adjusted above per Change Order No. 1									
CHA	NGE ORDER NO. 1 SUBTOTAL								\$59,789.00
	NGE ORDER NO. 2 -1 Excessive Cleaning - Heaving Cleaning/Vactor, CCTV & Crew	DAY	5	5	0	5	100%	\$4,500.00	\$22,500.00
CHA	NGE ORDER NO. 2 SUBTOTAL								\$22,500.00
	Work Completed to Date								\$705,033.00

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	River Plantation		182242		Paid:		
lid Item	Description	Measure	Quantity	Unit Price	Total	Est 5: 4-25-25	
1	Mobilization (Max 3%)	LS	1	\$ 20,000.00	\$20,000.00		\$0.00
2	Traffic Control	LS	1	\$ 5,000.00	\$5,000.00		\$0.00
3	MH Clean and Inspect (incl GPS location)	EA	225	\$ 425.00	\$95,625.00	17	\$7,225,00
4	Relocate unknown pipe	EA	3	\$ 3,250.00	\$9,750.00		\$0.00
5	Obstruction/root removal at service by remote	EA	2	\$ 315,00	\$630,00		\$0.00
6	Point repair	EA	8	\$ 3,000.00	\$24,000.00		\$0,00
7	Obstruction removal	EA	4	\$ 315.00	\$1,260.00		\$0.00
8	Heavy grease cleaning	EA	12	\$ 315.00	\$3,780.00		\$0.00
9	CIPP 8"	LF	10626	\$ 35.00	\$371,910.00		\$0.00
10	CIPP 15"	LF	470	\$ 92.50	\$43,475.00		\$0.00
11	Remove/replace 8"	LF	46	\$ 85.00	\$3,910.00		\$0.00
12	OSHA Trench safety	LF	46	\$ 11.50	\$529.00		\$0.00
13	Site Restoration	LS	1	\$ 5,000.00	\$5,000.00	1	\$5,000.00
14	Bypass Pumping	LS	1	\$ 5,000.00	\$5,000.00		\$0.00
15	Post TV	LS	1	\$ 1,000.00	\$1,000.00		\$0,00
16	Extra length 8" Point Repair	LF	53 ·	\$ 160.00	\$8,480.00		\$0.00
17	Extra 8" Replacement	LF	50	\$ 85.00	\$4,250.00		\$0.00
18	Remove and Replace cleanouts	EA	5	\$ 2,000.00	\$10,000.00		\$0.0(
19	External service reconnect	EA	5	\$ 950.00	\$4,750.00	:	\$0.00
20	Extra cement stab sand	CY	50	\$ 68.00	\$3,400.00		\$0.00
21	Extra MH Clean and Inspect (incl GPS location)	EA	45	\$ 425.00	\$19,125.00	8	\$3,400.00
	RFI/Change order			1			\$0.00
CO1-1	Raise to grade MH ring and cover (up to 1 VF)	EA	4	\$1,500.00	\$6,000.00		\$0.00
CO1-2	Additional MH Ring and cover adjustment (>1VF)	EA	1 -	\$600.00	\$600.00	•	\$0.00
CO1-3	Remove and replace Asphalt pavement	SY	50	\$125.00	\$6,250.00		\$0.00
CO1-4	Remove and replace Concrete pavement	SY	20	\$160.00	\$3,200.00		\$0.00
CO1-5	Lower drop connection in MH MW 2004C (replace item 11 & 12)	EA	1	\$5,000.00	\$5,000.00		\$0.00
CO1-6	Replace ring and cover	EA	4	\$595.00	\$2,380.00		\$0.00
CO1-7	10" Cured-In-Place-Pipe Sanitary Sewer Rehab	LF	599	\$49.00	\$29,351.00		\$0.00
CO1-8	C&TV only 8" (already rehab or deleted)	LF	648	\$5.50	\$3,564.00		\$0.00
CO1-9	C&TV only 15"(already rehab)	LF	920	\$17.00	\$15,640.00	293	\$4,981.00
CO2	Excessive cleaning - Heavy Cleaning/Vactor, CCTV & Crew	EA	5	\$4,500.00	\$22,500.00	5	\$22,500.0
				RFI total	\$94,485.00		
				NFI WILL	ψ <del>34,400.00</del>		
		110%	7	•	\$640,874.00	<b>-</b>	\$43,106.00
				TTD	\$705,033.00	less 10%	\$0.00
	Percent Complete	98.90%		New Contract	\$712,859.00	the second	\$43,106.00

Retainage 10% until 50% of the project is completed

PE1	\$12,160.00
PE2	\$2,933,20
PE3	\$20,337.25

C/O Contract price

Total \$35,430.45 Cappped Retainage

- due this period \$43,106.00
- retainage \$35,430.45
- due in total \$78,536.45

CONSENT OF SURETY	OWNER
TO FINAL PAYMENT AIA DOCUMENT G707	
(Instructions on reverse side)	SURETY OTHER
Bond No. 107960043	
TO (OWNER) (Name and address )	ARCHITECT'S PROJECT NO:
River Plantation Municipal Utility District c/o Smith Murdaugh Little & Bonham LLP 2727 Allen Parkway, Suite 1100 Houston, TX 77019	Contract For:
	Contract Date: April 10, 2024
PROJECT:	
(Name and address) Sanitary Sewer Rehabilitation Phase 2 Within River Pla VSE Project No.: 32000-808-2-UTL	antation Municipal Utility District
In accordance with the provisions of the Contract b the	etween the Owner and the Contractor as indicated above,
(here insert name and address of Surety)	
Travelers Casualty and Surety Company One Tower Square Hartford, CT 06183	
	, SURETY,
on bond of (here insert name and address of Contractor)	
Insituform Technologies, LLC 580 Goddard Avenue Chesterfield, MO 63005	
Clestened, MC 03003	, CONTRACTOR,
hereby approves of the final payment to the Contr shall not relieve the Surety Company of any of its (here insert name and address of Owner)	actor, and agrees that final payment to the Contractor obligations to
River Plantation Municipal Utility District c/o Smith Murdaugh Little & Bonham LLP 2727 Allen Parkway, Suite 1100	
Houston, TX 77019	OWNER,
as set forth in the said Surety Company's bond.	
IN WITNESS WHEREOF, the Surety Company has hereunto (Insert in writing the month following by the numeric date and	o set its hand this <u>08th_</u> day ofMay, 2025 I year)
	Travelers Casualty and Surety Company Surety Company
BY: GA Wolth	Q. T
(Seal) Christina A. Culotta, Witness	Andrew P. Thome, Attorney-in-Fact
AIA DOCUMENT G707 CONSENT OF SURETY COMPANY TO FIN © THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YOR	

## Travelers Casualty and Surety Company of America TRAVELERS St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint ANDREW P THOME of

CHESTERFIELD , Missouri , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

Bv:

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

SCOTO DE PHELIO Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Second Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 08th day of May



2025

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

### CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared

<u>Michael Blasczyk</u> the <u>Project Manager</u> of Insituform Technologies, LLC ("CONTRACTOR"). CONTRACTOR has performed labor and furnished materials pursuant to that certain Contract entered into on the <u>8<sup>th</sup></u> day of <u>May</u>, <u>2025</u>, by and between CONTRACTOR and River Plantation Municipal Utility District (OWNER), for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

## Sanitary Sewer Rehabilitation Phase 2 within River Plantation Municipal Utility District for (OWNER).

The undersigned, being by me duly sworn, states upon oath that the labor and/or materials supplied in connection with CONTRACTOR's Application for Partial Payment No. <u>5</u>, dated <u>5-8-25</u> (the "Application Date"), represents the actual cost of good and workmanlike labor and/or sound materials that have been fabricated into the work in compliance with the agreed to plans and specifications (and all authorized changes thereto) and said Contract.

The undersigned further states that as of the Application Date, CONTRACTOR has paid in full all bills and claims for labor and/or materials supplied in connection with the aforesaid Partial Payment and that there are no outstanding unpaid bills or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against OWNER or the property where the labor and/or materials were installed, including, without limitation, any liens or potential liens, which CONTRACTOR may have as a result of, or in connection with, the labor and/or materials supplied in connection with the aforesaid Partial Payment.

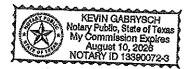
CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall bind CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and its legal representatives, successors, assigns.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained herein that a partial payment under said Contract is being made, and in consideration of the disbursement of said partial payment by OWNER.

CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE.

1

Executed this <u>8<sup>th</sup></u> day of <u>May</u>, <u>2025</u>.



m	MALL A Pland	
By:	Michael Blascryk	

Name Printed: <u>Michael Blasczyk</u> Title: <u>Project Manager</u>

## STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

Subscribed and sworn to before me, the undersigned authority, on this the  $\underline{8}$  day

of May, 2025, to certify which, witness my hand and seal of office.

Kevin Gabrisch

Notary Public, State of Texas Notary's Name Printed:

i Al Κ.

My commission expires: 8/10/26



Total

777 North Eldridge Parkway, Suite 500 Houston, TX 77079 713.782.0042 | Fax 713.782.5337 info@vs-eng.com vs-eng.com



River Plantation MUD Attn: Tiffany Carden c/o L&S District Services, LLC 305 Peach Street Tomball, TX 77375			Proj	/ 06, 2025 ject No: sice No:	320005011STP 55648				
Project 320005011STP	Wastewater Treatment Equility Dehabilitation Phase 1								
Professional Services from April 14		Wastewater Treatment Facility Rehabilitation Phase 1							
Fee		<u>, 2020</u>							
Estimated Construction Cost	1,495,00	0.00							
Fee Percentage		8.80							
Total Fee	131,56	60.00							
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned					
Preliminary Design	25.00	32,890.00	100.00	32,890.00					
Design	60.00	78,936.00	100.00	78,936.00					
Construction	15.00	19,734.00	85.00	16,773.90					
		Total Earned		128,599.90					
		Previous Fee Billi	•	127,613.20					
		Current Fee Billing	g	986.70	,				
		Total Fee			986.70				
			Tot	tal this Invoice	\$986.70				
Outstanding Invoices									
Number	D	ate Balar	nce						
55481	4/21/2	025 6,435	.00						

6,435.00

TO BE PAID FROM SERIES 2022 BAR - BILLED THROUGH JOINT FACILITIES BUDGET (WWTF)

Involces due upon receipt; if not paid within 30 days of invoice date, a 1% per month interest penalty will accrue.



777 North Eldridge Parkway, Suite 500 Houston, TX 77079 713.782.0042 | Fax 713.782.5337 info@vs-eng.com vs-eng.com



River Plantation Attn: Tiffany Ca c/o L&S District 305 Peach Stree Tomball, TX 77	rden Services, LLC st		May 06, 2025 Project No: 320008131U Invoice No: 55652		
Project Professional Se Professional Pe	320008131UTL ervices from April 14, 20 ersonnel	Plantation Village Drainage Imp 025 to April 27, 2025	provements		

	Hours	Rate	Amount	
Engineer V	.50	180.00	90.00	
Designer IV	.50	150.00	75.00	
Clerical	1.00	.80.00	80.00	
Executive Administrator	1.25	100.00	125.00	
Totals	3.25		370.00	
Total Labor				370.00
		Total this	Invoice	\$370.00

#### **Outstanding Invoices**

Number	Date	Balance
55489	4/21/2025	2,560.00
Total		2,560.00

Invoices due upon receipt; if not paid within 30 days of invoice date, a 1% per month interest penalty will accrue.

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# **Tammy J. McRae** Montgomery County Tax Assessor-Collector

Monthly Tax Collection Report For the month of April 2025

### **River Plantation MUD**

MTD	YTD
\$ 16,917.77	\$ 1,427,857.04
1,139.20	4,280.66
26.67	19,863.44
7.20	4,764.34
(2,328.38)	(24,618.57)
-	(497.00)
-	(4.09)
\$ 15,762.46	\$ 1,431,645.82
	\$ 16,917.77 1,139.20 26.67 7.20 (2,328.38)

Tammy J. McRae Montgomery County Tax Assessor-Collector

2 day of Sworn to and subscribed before me on the 2025. KIM ROE NOTARY PUBLIC, STATE OF TEXAS Notary ID #13017659-3 Expires April 01,2027 Notary Public in and for the State of Texas

	ELECTION: D PT DATE: A	4828791 DEPOSIT LL		TAX COLLECTION SYSTEM DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK FROM: 04/01/2025 THRU 04/30/2025 JURISDICTION: 0412 RIVER PLANTATION MUD			DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK FROM: 04/01/2025 THRU 04/30/2025				PAGE: 1
YEAR FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT	
2024 M & O	.410000	9,315.68	.00	707.68	.00	10,023.36	.00	.00	.00	10,023.36	
I & S	.250000	5,680.31	.00	431.52	.00	6,111.83	.00	.00	.00	6,111.83	
TOTAL	.660000	14,995.99	.00	1,139.20	.00	16,135.19	.00	.00	.00	16,135.19	
2023 M & O	.400000	233.81-	.00	4.43	.00	229.38-	6.77	.00	.00	222.61-	
I & S	.250000	146.12-	.00	2.77	.00	143.35-	.00	.00	.00	143.35-	
TOTAL	.650000	379.93-	.00	7.20	.00	372.73-	6.77	.00	.00	365.96-	
ALL M & O		9,081.87	.00	712.11	.00	9,793.98	6.77	.00	.00	9,800.75	
ALL I & S		5,534.19	.00	434.29	.00	5,968.48	.00	.00	.00	5,968.48	
ALL TOTAL		14,616.06	.00	1,146.40	.00	15,762.46	6.77	.00	.00	15,769.23	
DLO M & O		233.81-	.00	4.43	.00	229.38-	6.77	.00	.00	222.61-	
DLO I & S		146.12-	.00	2.77	.00	143.35-	.00	.00	.00	143.35-	
DLO TOTAL		379.93-	.00	7.20	.00	372.73-	6.77	.00	.00	365.96-	
CURR M & O		9,315.68	.00	707.68	.00	10,023.36	.00	.00	.00	10,023.36	
CURR I & S		5,680.31	.00	431.52	.00	6,111.83	.00	.00	.00	6,111.83	
CURR TOTAL		14,995.99	.00	1,139.20	.00	16,135.19	.00	.00	.00	16,135.19	

05/01/2025 02:11	:50	4828791 TA	X COLLECTIO	N SYSTEM			
TC298-N SELECTI	ION: DEPOSIT	DE	POSIT DISTR	IBUTION		INCLUDES AG ROLLBACK	
		SUMMARY C	F PAYMENTS	AND REVERSALS			
		FROM: 0	4/01/2025 T	HRU 04/30/2025			
		JURISDICTION:	412 RIVER	PLANTATION MUD			
		EFF	LEVY	DISCOUNT	PENALTY		
VEAP DEDOGTT	ACCOUNT NUMBER	YR /MO	PATD	GIVEN	TNTEREST	ATTORNEY CAUSE /RE	v

YEAR DEPOSIT	ACCOUNT NUMBER	YR/MO	PAID	GIVEN	INTEREST	ATTORNEY CAUSE /REV	AMOUNT	AMOUNT
	2023 TOTAL		26.67	0.00	7.20	6.77	0.00	40.64
	2024 TOTAL		16,917.77	0.00	1,139.20	0.00	0.00	18,056.97
	TOTAL PAYMENTS		16,944.44	0.00	1,146.40	6.77	0.00	18,097.61
	2023 TOTAL		406.60-	0.00	0.00	0.00	0.00	406.60-
	2024 TOTAL		1,921.78-	0.00	0.00	0.00	0.00	1,921.78-
	TOTAL REVERSALS		2,328.38-	0.00	0.00	0.00	0.00	2,328.38-
	TOTAL FOR UNIT		14,616.06	0.00	1,146.40	6.77	0.00	15,769.23

PAGE: 1

PAYMENT

REFUND

### Held Funds By Deposit Date - Property Tax File

*Report run on:* May 5, 2025 2:24 PM

For Deposit Dates 04/01/2025 thru 04/30/2025 as of 05/05/2025	Ver: 1.39
---	-----------

Tax Unit	Deposit Date	M & O Total	I & S Total	<b>TIF Levy</b>	<b>TIF Interest</b>	Fee Total	Total
	= Grand Total						

05/01/2025 02:30:3	4828792	TAX COLLECTION SYSTEM	
TC168		TAX COLLECTOR MONTHLY REPORT	INCLUDES AG ROLLBACK
		FROM 04/01/2025 TO 04/30/2025	

#### FISCAL START: 10/01/2024 END: 09/30/2025 JURISDICTION: 0412 RIVER PLANTATION MUD

	CERT TAXABI		ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID	ACCTS
CURRENT	YEAR 216	,972,524	14,595,371	231,567,895 (	00.660000	1,528,430.63	1,18	0
 YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	1,432,101.18	1,197.41-	96,329.45	14,995.99	1,404,890.76	123,539.87		0.00
2023	46,787.17	406.60-	2,719.13-	379.93-	12,297.16	31,770.88		0.00
2022	17,931.54	.00	156.02-	0.00	4,544.66	13,230.86		0.00
2021	4,340.76	.00	78.97	0.00	748.95	3,670.78		0.00
2020 2019	3,061.33 2,050.01	.00	80.55 79.99	0.00 0.00	604.00 79.99	2,537.88 2,050.01		0.00
2019	1,702.57	.00	0.00	0.00	0.00	1,702.57		0.00
2010	1,415.90	.00	0.00	0.00	0.00	1,415.90		0.00
2016	1,119.69	.00	0.00	0.00	0.00	1,119.69		0.00
2015	662.76	.00	0.00	0.00	2.60	660.16		0.00
2014	304.19	.00	17.60-	0.00	0.00	286.59	)	0.00
2013	264.93	.00	0.00	0.00	0.00	264.93	5	0.00
2012	12.80	.00	0.00	0.00	0.00	12.80	)	0.00
2011	16.00	.00	0.00	0.00	0.00	16.00	)	0.00
2010	12.40	.00	0.00	0.00	0.00	12.40	)	0.00
2009	12.40	.00	0.00	0.00	0.00	12.40	)	0.00
2008	12.44	.00	0.00	0.00	0.00	12.44	l	0.00
2007	12.62	.00	0.00	0.00	0.00	12.62	2	0.00
2006	13.54	.00	0.00	0.00	0.00	13.54	ł	0.00
2005	18.02	.00	0.00	0.00	0.00	18.02		0.00
2004	19.24	.00	19.24-	0.00	0.00	0.00		0.00
2003	0.00	.00	0.00	0.00	0.00	0.00	)	0.00
* * * *	1,511,871.49	1,604.01-	93,656.97	14,616.06	1,423,168.12	182,360.34	L	0.00
CURR	1,432,101.18	1,197.41-	96,329.45	14,995.99	1,404,890.76	123,539.87	,	0.00
DELO	79,770.31	406.60-	2,672.48-	379.93-	18,277.36	58,820.47	,	0.00



#### MONTHLY OPERATIONS REPORT FOR RIVER PLANTATION MUD

April, 2025									
	978 39								
REVENUE: \$	<b>Water</b> 20,317.46	<b>LSGCD</b> \$ 443.81	<b>Sewer</b> \$ 31,162.14	<b>TCEQ</b> \$ 260.97	Taps \$-	<b>Deposits</b> \$ 2,400.00	Penalty \$ 835.73	<b>Misc.</b> \$ 6,529.96 \$	<b>TOTAL</b> \$ 61,950.07
	esidential ,704,000	Builder/Temp 38,000	Multi-Family 0	<b>Irrigation</b> 278,000	<b>STP/LS</b> 466,000	Commercial 63,000	<b>Total</b> 8,549,000		
WATER: Gallons pumped from W Gallons pumped from W Total Pumpage Total Gallons Billed Leaks, Construction, Flu Pumped vs. Billed Pumped vs. Accounted Leaks repaired in District Bacteriological samples:	rell No.3 Ishing It I <b>MENT PLA</b>	NT	<b>3/19/25 - 04/21</b> , 559,000 9,385,000 9,944,000 8,549,000 700,000 86% 93% 6 6	Good	LSGCD - We Permit Expire Permitted Aut April Withdrav Y-T-D Withdr Amount Rema	es: thorization: wal: rawal:	12/31/2025 225,868,339 8,930,000 29,727,000 196,141,339		
T.C.E.Q. Permit Number Permit expiration date:	r:		WQ001097800 January 2, 202						
Average daily flow Average CBOD Average Total Suspende Average Ammonia Nitrog Average PH Average Dissolved Oxyg Maximum Chlorine Resid Minimum Chlorine Resid Average E. coli Total Rainfall Sewer Treatment plant is	gen gen dual lual	operating at 60%	April, 2025 357,733 2.00 4.45 1.35 7.40 8.00 3.82 1.13 1.00 5.30" of the permitted	Permitted PH Permitted Dis Permitted Chl Permitted Chl Permitted E. o	ÓD S.S. Imonia Nitroger Isolved Oxyger Iorine Maximun Iorine Minimum	n (Min.) n	600,000 10 15 3 6.00 - 9.00 6.0 4.0 1.0 63.0	Measured by: gal.per day mg/l mg/l STD UNIT mg/l mg/l mg/l mpn/100 ml	

Total gallons of Reuse for the month of April - 1.718 MG

Reuse revenue - \$923.20

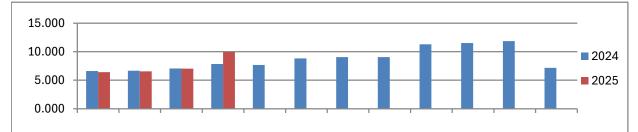


## **River Plantation MUD**

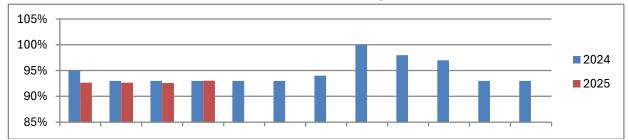
### Water Production and Accountability Report

Read Date	Produced	Billed	I/C	Leaks & Flushing	Accountability %	12 Month Avg.
12/19/23 - 01/18/24	6.613	6.261	0.000	0.005	95%	
01/18/24 - 02/19/24	6.650	5.960	0.000	0.200	93%	
02/19/24 - 03/18/24	7.062	6.411	0.000	0.130	93%	
03/18/24 - 04/17/24	7.846	7.102	0.000	0.160	93%	
04/17/24 - 05/17/24	7.675	7.063	0.000	0.040	93%	
05/17/24 - 06/18/24	8.804	7.726	0.000	0.450	93%	
06/18/24 - 07/17/24	9.030	8.471	0.000	0.015	94%	
07/17/24 - 08/16/24	9.040	9.025	0.000	0.005	100%	
08/16/24 - 09/18/24	11.274	11.058	0.000	0.005	98%	
09/18/24 - 10/17/24	11.510	11.177	0.000	0.005	97%	
10/17/24 - 11/18/24	11.846	9.404	0.000	1.560	93%	
11/18/24 - 12/18/24	7.150	6.588	0.000	0.030	93%	95%
12/18/24 - 01/17/25	6.411	5.880	0.000	0.060	93%	94%
01/17/25 - 02/17/25	6.534	5.923	0.000	0.130	93%	94%
02/17/25 - 03/19/25	7.026	5.974	0.000	0.530	93%	94%
03/19/25 - 04/21/25	9.944	8.549	0.000	0.700	93%	94%

#### **Water Production**



#### Water Accountability



### **DMR Copy of Record**

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the <u>NPDES eReporting Help Desk</u> for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(I)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit																
Permit	#:	TX0025674				Permittee:			RIVE	R PLANTATION M	JD			Fac	ility:	
Major:		No				Permittee Ac	ddress:			ALLEN PKWY SUT STON, TX 77019	TE 1100			Fac	ility Location	:
Permitte	ed Feature:	001 External Outfa	all			Discharge:			<b>001-A</b> Dome	ESTIC FACILITY -	001					
Report	Dates & Status				1											
Monitor	ring Period:	From 04/01/2	5 to 04/30/25			DMR Due Da	ate:		05/20/	25				Stat	us:	
Consid	erations for Form Completion													·		
Princip	al Executive Officer															
First Na	ame:					Title:								Tele	ephone:	
Last Na	me:													·		
No Data	a Indicator (NODI)															
Form N	ODI:															
	Parameter		Monitoring Location	Season #	Param. NOI	וכ			uantity or L	oading					Quality or Cond	centration
Code	Name					Ormula	Qualifier 1	Value 1	Qualifier 2	2 Value 2	Units	Qualifier 1		Qualifier 2	Value 2	Qualifier
00300	Ovugan dissolved [DO]		1 - Effluent Gross	0		Sample Permit Req.						= >=	8.0 6.0 MO MIN			
oosoo oxyge	Oxygen, dissolved [DO]		I - Ellident Gloss	0		Value NODI										
						Sample						=	7.2			=
00400	pН		1 - Effluent Gross	0		Permit Req.						>=	6.0 MINIMUM		value 2     Qualif       =     <=	<=
	•					Value NODI										
						Sample		12.4			26 - Ib/d					
00530	Solids, total suspended		1 - Effluent Gross	0		Permit Req.		75.0 DAILY AV			26 - Ib/d			<=	.45 = 5.0 DAILY AV <=	
						Value NODI										
						Sample Permit Req.	-	3.57 15.0 DAILY AV			26 - lb/d 26 - lb/d				1.35 3.0 DAILY AV	=
00610	Nitrogen, ammonia total [as N]		1 - Effluent Gross	0		Value NODI		13.0 DAILT AV			20 - 15/0			<-	J.U DAILT AV	~-
						Sample		0.357733	=	0.698	03 - MGD					
50050	Flow, in conduit or thru treatme	ent nlant	1 - Effluent Gross	0		Permit Req.		0.6 DAILY AV	-	Req Mon DAILY MX						
30030	riow, in conduit of third freatme	ent plant	- Endent 01033	0		Value NODI										
						Sample						=	1.13			=
50060	00060 Chlorine, total residual 1 - Effluent Gross 0		0		Permit Req.						>=	1.0 MO MIN			<=	
						Value NODI										
						Sample	_									<
51040	E. coli		1 - Effluent Gross	0		Permit Req.								<=	63.0 DAILY AV	<=
						Value NODI										
						Sample Permit Req.		5.4 50.0 DAILY AV			26 - lb/d 26 - lb/d				2.0 10.0 DAILY AV	=
80082	BOD, carbonaceous [5 day, 20	C]	1 - Effluent Gross	0		Value NODI		SOUDAILT AV			20 - ID/U			<=	10.0 DAILT AV	~-
						Value NODI										

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type. *Edit Check Errors* 

No errors.

RIVER PLANTATION MUD WWTF 623 RIVER PLANTATION DR CONROE, TX 77302

**NetDMR Validated** 

1			# of Ex.	Frequency of Analysis	Sample Type
r 3	Value 3	Units			
		19 - mg/L		01/07 - Weekly	GR - Grab
		19 - mg/L	0	01/07 - Weekly	GR - Grab
			0		
	7.6	12 - SU		02/30 - Twice Per Month	GR - Grab
	9.0 MAXIMUM	12 - SU	0	02/30 - Twice Per Month	GR - Grab
	6.3	19 - mg/L		01/07 - Weekly	CP - Composite
	40.0 DAILY MX	19 - mg/L	0	01/07 - Weekly	CP - Composite
			Ū		
	6.8	19 - mg/L		01/07 - Weekly	CP - Composite
	10.0 DAILY MX	19 - mg/L	0	01/07 - Weekly	CP - Composite
			0		
				99/99 - Continuous	TM - Totalizer
			0	99/99 - Continuous	TM - Totalizer
			Ū		
	3.82	19 - mg/L		01/01 - Daily	GR - Grab
	4.0 MO MAX	19 - mg/L	0	01/01 - Daily	GR - Grab
			Ū.		
	1.0	30 - MPN/100mL		02/30 - Twice Per Month	GR - Grab
	200.0 DAILY MX	30 - MPN/100mL	0	02/30 - Twice Per Month	GR - Grab
			~		
	2.0	19 - mg/L		01/07 - Weekly	CP - Composite
	25.0 DAILY MX	19 - mg/L	0	01/07 - Weekly	CP - Composite
			0		

### RIVER PLANTATION MUNICIPAL UTILITY DISTRICT ENGINEER'S REPORT VSE Project No. 32000-000-0-DST May 22, 2025, 6:30 p.m.

**Engineering Representative:** Taylor J. Reed, P.E.

Directors: Julie Gilmer, President Tim Goodman, Vice President Tom Vandever, Treasurer Karl Sakocius, Secretary Mark Denham, Asst. Secretary

### **07.** Items for Discussion:

### I. Permits

- A. WWTF Discharge Permit Renewal (Expires September 2028)
  - **1.** No update
- B. Storm Water Quality Management Plan MS4 Permit (Expires January 2024)
  - **1.** No update

### C. Water Plant No. 1 – Water Well No. 1 Testing

**1.** Testing and Inspection due January 12, 2026

### D. Emergency Operation Information

**1.** Update as necessary.



River Plantation MUD Engineer's Report May 22, 2025 Page **2** of **4** 

### II. Design Projects

### A. Joint Projects

### 1. East Ditch FEMA Work (No Update)

- a) We received the revised paperwork from FEMA. We anticipate the funds being awarded in the near future and will be ready to move forward with the project.
- **b)** Design underway. Awaiting the cleanout of the channel to perform final inspections to ensure all damage has been addressed by the proposed plans.

### 2. East Ditch Maintenance

**a)** Contractor to mobilize in the may to begin work.

### 3. WWTP Rehabilitation and Electrical Upgrades

- a) Construction underway. The generator has been delivered, and the electrician is working on getting it wired up and switching over electrical service.
- **b)** No pay application this month.

### **B.** District Projects

### 1. Sanitary Sewer Rehabilitation Phase 2

- **a)** Construction Substantially complete. We have pay application no. 2 and final in the amount of \$78,536.45 that we recommend payment.
- **b)** I have the District Acceptance letter for signatures tonight.

### 2. Charleston Park Irrigation Maintenance – No Update

a) Currently all the controllers are working, and they are maintaining the system. It is set to water each area 2 times per week and I am awaiting the official schedule.

### 3. FEMA Public Assistance for April-June Declaration – No Update

a) FEMA awarded the District approximately \$24K for the generator run times due to power outages. We have submitted the paperwork for approval and funding.



### 4. BAR No. 10 - \$8,050,00

- a) Received DAC letter on 3/12/2025
- **b)** Received Memo 5/6/2025

### 5. Sanitary Sinkholes

- **a)** Construction substantially complete. We have pay application no. 2 and final in the amount of \$43,970.00 that we recommend payment.
- **b)** I have the District Acceptance letter for signature.

### 6. 703 Fairway Oaks Storm Sewer Failure

**a)** Construction underway.

### 7. Cornerstone Church Water Line Extension

a) We have worked up the attached cost estimate for the work to be performed and have completed the preliminary layout. Our recommendation is to request a deposit from the church for the full price of the estimate so that we can bill against that amount.

### 8. Mosswood Ditch Rehabilitation

**a)** Preliminary design underway. Working with environmental engineer to evaluate channel and ensure we can perform the work necessary to rehabilitate it.

### 9. Storm Sewer Phase 2 Rehabilitation

**a)** Preliminary design underway.

### **III.** Other Matters

A. 10 Year CIP (No Update)

### **IV.** Questions/Answers

### 1. Lot Acquisition

**a)** Coordinating with the attorney as needed.

### 2. 593 Fairway Ct – Retaining wall

a) The homeowner has built a retaining wall along the concrete channel that appears to fall within the drainage easement. A meeting was scheduled prior to the meeting and will report on the findings from that meeting.

### 3. 716 Stonewall Jackson – Channel Sinkholes



River Plantation MUD Engineer's Report May 22, 2025 Page **4** of **4** 

> a) Attached is a Site Visit report detailing out more sinkholes found along the channel in the back of the resident's house. We are discussing these with the channel maintenance contractor to see about addressing the issues while we wait for fund from FEMA for the channel rehabilitation.





May 14, 2025

River Plantation Municipal Utility District c/o L & S District Services, LLC P. O. Box 170 Tomball, TX 77377

Attn: Tiffany Loggins Carden

Re: Sanitary Sewer Rehabilitation Phase 2 within River Plantation Municipal Utility District Montgomery County, Texas VSE PROJECT NO: 32000-808-2-UTL (c&e)

Dear Ms. Loggins Carden:

Enclosed, for your review, is Pay Application No. 5 & Final for the referenced project.

We have reviewed the pay application and recommend payment in the amount of **\$78,536.45 to Insituform Technologies, LLC** to be paid using funds in Series 2022 Bonds: Sanitary Sewer Rehabilitation Phase 2.

Sincerely,

no le

Peitao Long Engineer-in-Training Vogler & Spencer Engineering, Inc. Texas Registered Professional Engineering Firm No. F-148

Enclosure

PL;jlb

xc: Insituform Technologies, LLC TCEQ Houston File

### **Vogler & Spencer Engineering, Inc.**

Texas Registered Engineering Firm No. F-148 Suite 500 Houston, Texas 77079 713-782-0042 777 North Eldridge Parkway 713-782-5337 (fax)

#### **APPLICATION AND CERTIFICATE FOR PAYMENT**

**PROJECT:** Sanitary Sewer Rehabilitation Phase 2 within **OWNER: River Plantation Municipal Utility District** c/o Smith Murdaugh Little & Bonham LLP **River Plantation Municipal Utility District** 2727 Allen Parkway, Suite 1100 Houston, TX 77019

#### **VSE PROJECT NO.:** 32000-808-2-UTL (c&e)

**PAY APPLICATION NO. 5 & Final** 

Less Previous Payment to Contractor

**APPLICATION DATE:** 

05/14/25

78,536.45

**PERIOD:** 12/06/24 through 04/25/25

**CONTRACTOR:** Insituform Technologies, LLC 580 Goddard Avenue Chesterfield, Missouri 63005

#### Contract Time:

Date of Contract Award	04/10/24
Notice to Proceed	04/29/24
Projected Contract Substantial Completion Date	10/26/24
Certificate of Substantial Completion Issued	12/11/24
Projected Contract Final Completion Date	01/10/25
Total Contract Days and Approved Time Extensions	210
Contract Days to Date	361
Percent of Time Used to Date	172%
Percent of Work Completed to Date	96%
Contract Cost:	
Original Contract Amount	\$ 692,620.00
Net Change Orders (See attached Change Order Summary)	\$ 38,489.00
Current Contract Amount	\$ 731,109.00
Work Completed to Date	\$ 705,033.00
Less Amount Retained	\$ -

\$ (626,496.55) AMOUNT DUE THIS PAYMENT \$

#### **PAY APPLICATION NO. 5 & Final**

**APPLICATION DATE: 5/14/2025** 

**VSE PROJECT NO.:** 32000-808-2-UTL (c&e)

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Document, that all amounts have been paid by him for work for which previous Recommendation for Payments were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: Insituform Technologies, LLC By: Michael Blaught

Date:

5/14/25

Job progress is satisfactory and the work appears to be in compliance with plans and specifications. In accordance with the Contract, the undersigned recommends payment to the Contractor of the amount due as shown above.

ENGINEER:	Vogler	& Spencer Engineering, Inc.			2 24 2
Ву:	nd	ly	<b>_</b> ?	Date:	5/14/25
Change Order Summary:					
Change Order No. 1	\$	15,989.00			
Change Order No. 2	\$	22,500.00			
	\$	38,489.00			
Contract Time Schedule:				Substantial Completion	Final Completion
Original Contract	Time			180	
Previous Approve	d Time E	xtensions			
Requested and Ap	proved T	ime Extensions This Period			
Total Contract Ca	lendar Da	ys and Approved Time Extensi	ons	180	
Previous Contract	Days			221	0
Contract Days Th	is Period			5	135
Total Contract Da	ys To Da	te		226	135

Special Notes/Considerations:

r.

	PAY APPLICATIO	ON NO.	5 & Fina	al			APPLICA	TION DATE:	5/14/2025
			VSE PH	ROJECT NO.:	32000-808	8-2-UTL	(c&e)		
	ITEM	UNIT	QTY	WK. DONE THIS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT
<u>A) GI</u> 1.	ENERAL ITEMS Mobilization/Demobilization/P ayment/Performance Bonds/Permits & Fees (Refer to the Special Conditions Part A for insurance requirements. Requirements must be strictly adhered to - this includes the Contractor's Pollution Liability (CPL) Insurance in the amount of \$1,000,000.00 (II.C.vi - page 5). (Maximum amount not to exceed 3% of the Base Bid amount).	LS	1		1	1	100%	\$20,000.00	\$20,000.00
A. GI	ENERAL ITEMS SUBTOTAL								\$20,000.00
<u>B) CI</u> 1.	VIL SITE WORK Temporary Traffic Control Plan	LS	1		1	1	100%	\$5,000.00	\$5,000.00
2.	Manhole Cleaning & Inspections (Including GPS location of all Manholes)	EA	225	17	207	224	100%	\$425.00	\$95,200.00
*3.	Relocate Unknown Pipe (Coordinate w/ Local Dry Utility to Safely Relocate Unknown Protruding Piping.)	EA	3		3	3	100%	\$3,250.00	\$9,750.00
*4.	Obstruction Removal At Service Lead by Remote Cutting Application	EA	2		0	0	0%	\$315.00	\$0.00
*5.	Sanitary Sewer Point Repair - all Depths (Includes Excavation, Backfill, Landscape Repairs, and Provide Post Repair Videos)	EA	8		8	8	100%	\$3,000.00	\$24,000.00
6.	Obstruction Removal Within Sanitary Sewer Mains (To Differentiate From Service Lead Obstruction Removals).	EA	4		0	0	0%	\$315.00	\$0.00

PAY APPLICATION NO. 5 & Final
-------------------------------

**APPLICATION DATE:** 

5/14/2025

			VSE PH	ROJECT NO.:	32000-808	8-2-UTL	(c&e)		
	ITEM	UNIT	QTY	WK. DONE THIS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT
7.	Heavy Grease Removal and Cleaning at Desginated Locations	EA	12		12	12	100%	\$315.00	\$3,780.00
*8.	8" Cured-In-Place-Pipe Sanitary Sewer Rehab.	LF	10,626		11,052	11,052	104%	\$35.00	\$386,820.00
*9.	15" Cured-In-Place-Pipe Sanitary Sewer Rehab.	LF	470		470	470	100%	\$92.50	\$43,475.00
*10.	Remove and Replace Exist. 8" Sanitary Sewer w/ SDR 26 PVC Pipes (Includes Excavation, Backfill, & Provide Post Repair Videos)	LF	46		41	41	89%	\$85.00	\$3,485.00
*11	OSHA Trench Safety System (All Depths)	LF	46		46	46	100%	\$11.50	\$529.00
12.	Site Restoration to Equal or Better Condition (Includes Fence Replacement and Sodding)	LS	1	1	0	1	100%	\$5,000.00	\$5,000.00
13.	All Necessary Bypass Pumping for the Duration of the Project.	LS	1		1	1	100%	\$5,000.00	\$5,000.00
14.	Post Cleaning and Televising of all Repaired and CIPP Sanitary Sewer Lines for Verification of Work.	LS	1		1	1	100%	\$1,000.00	\$1,000.00
B. CI	VIL SITE WORK SUBTOTAL								\$583,039.00
C) AI	DDITIONAL WORK ITEMS (A)	S AUTH	HORIZE	D BY ENGINF	ER)				
*1.	Extra Length of Point Repair for 8" Pipe	LF	53		3	3	6%	\$160.00	\$480.00
2.	Extra 8" Sanitary Sewer Replacement	LF	50		0	0	0%	\$85.00	\$0.00
3.	Remove & Replace Cleanouts.	EA	5		0	0	0%	\$2,000.00	\$0.00
4.	External Service Reconnection.	EA	5		1	1	20%	\$950.00	\$950.00

PAY APPLIC	ATION NO.	5 & Fin	al			APPLICA	5/14/2025	
		VSE PI	ROJECT NO.:	32000-808	8-2-UTL	( <b>c</b> &e)		
ITEM	UNIT	QTY	WK. DONE THIS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT
5. Extra Cement Stabilized Sa	and. CY	50		0	0	0%	\$68.00	\$0.00
6. Extra Manhole Cleaning & Inspections (Including GPS location of all Manholes)		35	8	35	43	123%	\$425.00	\$18,275.00
C. ADDITIONAL WORK ITEM	IS SUBTOTA	L						\$19,705.00
<u>CHANGE ORDER NO. 1</u>								
CO1-1 Raise MH Ring and cover above grade	1" EA	4		3	3	75%	\$1,500.00	\$4,500.00
(up to 1 VF) (RFI 2.1) CO1-2 Additonal MH Ring and co adjustment (RFI 2.2)	over EA	1		0	0	0%	\$600.00	\$0.00
CO1-3 Remove and replase Aspha pavement (RFI 2.3)	llt SY	50		0	0	0%	\$125.00	\$0.00
CO1-4 Remove and replace Concr pavement (RFI 2.4)	rete SY	20		0	0	0%	\$160.00	\$0.00
CO1-5 Lower drop connection in 1 MW 2004C (replaces Civil Work Items 10 & 11) (RFI 3.1)		1		1	1	100%	\$5,000.00	\$5,000.00
CO1-6 New MH ring and covers to with adjustment (RFI 4.1)	o go EA	4		3	3	75%	\$595.00	\$1,785.00
CO1-7 10" Cured-In-Place-Pipe Sanitary Sewer Rehab	LF	599		599	599	100%	\$49.00	\$29,351.00
CO1-8 C&TV only 8" (already reh deleted)	ab or LF	648		648	648	100%	\$5.50	\$3,564.00
CO1-9 C&TV only 15" (already re	ehab) LF	920	293	624	917	100%	\$17.00	\$15,589.00
*Additional items adjusted above 1	per Change Or	der No.	1					
CHANGE ORDER NO. 1 SUBT	OTAL							\$59,789.00
CHANGE ORDER NO. 2 CO2-1 Excessive Cleaning - Heav Cleaning/Vactor, CCTV & Crew	-	5	5	0	5	100%	\$4,500.00	\$22,500.00
CHANGE ORDER NO. 2 SUBT	OTAL							\$22,500.00
Work Completed to Date								\$705,033.00

	River Plantation		182242			Paid:		
Bid Item	Description	Measure	Quantity	Unit Price	Total	Est 5: 4	-25-25	
1	Mobilization (Max 3%)	LS	1	\$ 20,000.00	\$20,000.00		\$0.00	
2	Traffic Control	LS	1	\$ 5,000.00	\$5,000.00		\$0.00	
3	MH Clean and Inspect (incl GPS location)	EA	225	\$ 425.00	\$95,625.00	17	\$7,225.0	
4	Relocate unknown pipe	EA	3	\$ 3,250.00	\$9,750.00		\$0.00	
5	Obstruction/root removal at service by remote	EA	2	\$ 315.00	\$630.00		\$0.00	
6	Point repair	EA	8	\$ 3,000.00	\$24,000.00		\$0.00	
7	Obstruction removal	EA	4	\$ 315.00	\$1,260.00		\$0.0	
8	Heavy grease cleaning	EA	12	\$ 315.00	\$3,780.00		\$0.0	
9	CIPP 8"	LF	10626	\$ 35.00	\$371,910.00		\$0.0	
10	CIPP 15"	LF	470	\$ 92.50	\$43,475.00		\$0.00	
11	Remove/replace 8"	LF	46	\$ 85.00	\$3,910.00		\$0.00	
12	OSHA Trench safety	LF	46	\$ 11.50	\$529.00		\$0.0	
13	Site Restoration	LS	1	\$ 5,000.00	\$5,000.00	1	\$5,000.00	
14	Bypass Pumping	LS	1	\$ 5,000.00	\$5,000.00		\$0.0	
15	Post TV	LS	1	\$ 1,000.00	\$1,000.00		\$0.0	
16	Extra length 8" Point Repair	LF	53	\$ 160.00	\$8,480.00		\$0.0	
17	Extra 8" Replacement	LF	50	\$ 85.00	\$4,250.00		\$0.0	
18	Remove and Replace cleanouts	EA	5	\$ 2,000.00	\$10,000.00		\$0.0	
19	External service reconnect	EA	5	\$ 950.00	\$4,750.00		\$0.00	
20	Extra cement stab sand	CY	50	\$ 68.00	\$3,400.00		\$0.0	
21	Extra MH Clean and Inspect (incl GPS location)	EA	45	\$ 425.00	\$19,125.00	8	\$3,400.0	
	RFI/Change order						\$0.0	
CO1-1	Raise to grade MH ring and cover (up to 1 VF)	EA	4	\$1,500.00	\$6,000.00		\$0.0	
CO1-2	Additional MH Ring and cover adjustment (>1VF)	EA	1	\$600.00	\$600.00		\$0.0	
CO1-3	Remove and replace Asphalt pavement	SY	50	\$125.00	\$6,250.00		\$0.0	
CO1-4	Remove and replace Concrete pavement	SY	20	\$160.00	\$3,200.00		\$0.0	
CO1-5	Lower drop connection in MH MW 2004C (replace item 11 & 12)	EA	1	\$5,000.00	\$5,000.00		\$0.00	
CO1-6	Replace ring and cover	EA	4	\$595.00	\$2,380.00		\$0.0	
CO1-7	10" Cured-In-Place-Pipe Sanitary Sewer Rehab	LF	599	\$49.00	\$29,351.00		\$0.0	
CO1-8	C&TV only 8" (already rehab or deleted)	LF	648	\$5.50	\$3,564.00		\$0.0	
CO1-9	C&TV only 15"(already rehab)	LF	920	\$17.00	\$15,640.00	293	\$4,981.0	
CO2	Excessive cleaning - Heavy Cleaning/Vactor, CCTV & Crew	EA	5	\$4,500.00	\$22,500.00	5	\$22,500.0	
				RFI total	\$94,485.00			
		110%			\$640,874.00		\$43,106.0	
				TTD	\$705,033.00	less 10%	\$0.00	
	Percent Complete	98.90%		New Contract	\$712,859.00		\$43,106.00	

Retainage 10% until 50% of the project is completed

PE1	\$12,160.00	
PE2	\$2,933.20	
PE3	\$20,337.25	

C/O Contract price

Total \$35,430.45 Cappped Retainage

- due this period \$43,106.00
- retainage \$35,430.45
- due in total \$78,536.45

### CONSENT OF SURETY TO FINAL PAYMENT AIA DOCUMENT G707

(Instructions on reverse side)

Bond No. 107960043 TO (OWNER) (Name and address)

**River Plantation Municipal Utility District** c/o Smith Murdaugh Little & Bonham LLP 2727 Allen Parkway, Suite 1100 Houston, TX 77019

PROJECT:

Contract Date: April 10, 2024

Contract For:

ARCHITECT'S PROJECT NO:

(Name and address) Sanitary Sewer Rehabilitation Phase 2 Within River Plantation Municipal Utility District VSE Project No.: 32000-808-2-UTL

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(here insert name and address of Surety)

Travelers Casualty and Surety Company One Tower Square Hartford, CT 06183

, SURETY,

on bond of (here insert name and address of Contractor)

Insituform Technologies, LLC 580 Goddard Avenue Chesterfield, MO 63005

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

River Plantation Municipal Utility District c/o Smith Murdaugh Little & Bonham LLP 2727 Allen Parkway, Suite 1100 Houston, TX 77019

OWNER.

Surety Company

as set forth in the said Surety Company's bond.

© THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 08th day of May, 2025 (Insert in writing the month following by the numeric date and year)

By:

(Seal) Christina A. Culotta, Witness

Travelers Casualty and Surety Company



Andrew P. Thome, Attorney-in-Fact AIA DOCUMENT G707 CONSENT OF SURETY COMPANY TO FINAL PAYMENT 1994 EDITION AIA®

One Page

OWNER ARCHITECT CONTRACTOR SURETY OTHER



#### **Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein of collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint ANDREW P THOME , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and CHESTERFIELD Missouri acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF. I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

P. NOL NOTABY -94-0 PUBLIC Anna P. Nowik.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

day of May Dated this 08th



2025

Kar E. Hughen Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

#### CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

STATE OF <u>TEXAS</u> §

COUNTY OF <u>HARRIS</u> §

BEFORE ME, the undersigned authority, on this day personally appeared

<u>Michael Blasczyk</u> the <u>Project Manager</u> of Insituform Technologies, LLC ("CONTRACTOR"). CONTRACTOR has performed labor and furnished materials pursuant to that certain Contract entered into on the <u>8<sup>th</sup></u> day of <u>May</u>, <u>2025</u>, by and between CONTRACTOR and River Plantation Municipal Utility District (OWNER), for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

### Sanitary Sewer Rehabilitation Phase 2 within River Plantation Municipal Utility District for (OWNER).

The undersigned, being by me duly sworn, states upon oath that the labor and/or materials supplied in connection with CONTRACTOR's Application for Partial Payment No. <u>5</u>, dated <u>5-8-25</u> (the "Application Date"), represents the actual cost of good and workmanlike labor and/or sound materials that have been fabricated into the work in compliance with the agreed to plans and specifications (and all authorized changes thereto) and said Contract.

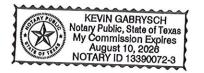
The undersigned further states that as of the Application Date, CONTRACTOR has paid in full all bills and claims for labor and/or materials supplied in connection with the aforesaid Partial Payment and that there are no outstanding unpaid bills or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against OWNER or the property where the labor and/or materials were installed, including, without limitation, any liens or potential liens, which CONTRACTOR may have as a result of, or in connection with, the labor and/or materials supplied in connection with the aforesaid Partial Payment.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall bind CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and its legal representatives, successors, assigns.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained herein that a partial payment under said Contract is being made, and in consideration of the disbursement of said partial payment by OWNER.

CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE. Executed this <u>8<sup>th</sup></u> day of <u>May</u>, <u>2025</u>.



By:	Michael Blasczyk
	01

Name Printed: <u>Michael Blasczyk</u> Title: <u>Project Manager</u>

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §

Subscribed and sworn to before me, the undersigned authority, on this the <u>8</u> day

of  $M_{\alpha\gamma}$ , 20.25, to certify which, witness my hand and seal of office.

Kevin Gabrysch Notary Public, State of Texas

Notary Public, State of Texas Notary's Name Printed:

Kein Aalph

My commission expires: <u>S[ 10/24</u>



May 19, 2025

River Plantation Municipal Utility District c/o L & S District Services, LLC P. O. Box 170 Tomball, Texas 77377

Attn: Tiffany Loggins Carden

Re: Sanitary Sewer Sinkhole Repairs within River Plantation Municipal Utility District Montgomery County, Texas VSE PROJECT NO: 32000-804-9-UTL (c&e)

Dear Ms. Loggins Carden:

Enclosed, for your review, is Pay Application No. 2 & Final for the referenced project.

We have reviewed the pay application and recommend payment in the amount of **\$43,970.00 to Allteam Solutions, LLC** to be paid using funds in Capital Projects- Sanitary Sewer Repair Phase 2.

Sincerely,

1780

Andres F. Aranzales, P.E. Project Manager Vogler & Spencer Engineering, Inc. Texas Registered Professional Engineering Firm No. F-148

Enclosure

AFA;jlb

xc: Allteam Solutions, LLC File

### **Vogler & Spencer Engineering, Inc.**

Texas Registered Engineering Firm No. F-148 777 North Eldridge Parkway Suite 500 Houston, Texas 77079 713-782-0042 713-782-5337 (fax)

#### APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT:Sanitary Sewer Sinkhole Repairs within River<br/>Plantation Municipal Utility DistrictOWNER:River Plantation Municipal Utility District<br/>c/o Smith Murdaugh Little & Bonham LLP<br/>2727 Allen Parkway, Suite 1100<br/>Houston, Texas 77019

#### VSE PROJECT NO.: 32000-804-9-UTL (c&e)

PAY APPLICATION NO. 2 & Final

**APPLICATION DATE:** 

05/19/25

\$

43,970.00

PERIOD: 02/28/25 through 05/12/25

#### CONTRACTOR: Allteam Solutions, LLC 5960 N. Sam Houston Pkwy E Humble, Texas 77396

#### Contract Time:

Date of Contract Award	12/23/24
Notice to Proceed	12/23/24
Projected Contract Substantial Completion Date	03/23/25
Certificate of Substantial Completion Issued	05/05/25
Projected Contract Final Completion Date	06/04/25
Total Contract Days and Approved Time Extensions	120
Contract Days to Date	140
Percent of Time Used to Date	117%
Percent of Work Completed to Date	100%
Contract Cost:	
Original Contract Amount	\$ 60,300.00
Net Change Orders (See attached Change Order Summary)	\$ 31,910.00
Current Contract Amount	\$ 92,210.00
Work Completed to Date	\$ 92,210.00
Less Amount Retained	\$ -
Less Previous Payment to Contractor	\$ (48,240.00)

AMOUNT DUE THIS PAYMENT

#### **PAY APPLICATION NO. 2 & Final**

#### **APPLICATION DATE: 5/19/2025**

5-20-25

VSE PROJECT NO.: 32000-804-9-UTL (c&e)

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Document, that all amounts have been paid by him for work for which previous Recommendation for Payments were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR:	Allteam Solutions, LLC	
By:	(Justice)	Date:

Job progress is satisfactory and the work appears to be in compliance with plans and specifications. In accordance with the Contract, the undersigned recommends payment to the Contractor of the amount due as shown above.

ENGINEER:	Vogler &	Spencer Engineering,	Inc.
Ву:		2010	-
Change Order Summary		0	
Change Order No. 1	\$	31,910.00	

Spencer Engineering, Inc.		
		E 10 0E
1000	Date:	5-19-25
		particular second se

\$ 31.910.00

Contract Time Schedule:	Substantial Completion	Final Completion
Original Contract Time	90	30
Previous Approved Time Extensions		
Requested and Approved Time Extensions This Period		
Total Contract Calendar Days and Approved Time Extensions	90	30
Previous Contract Days	67	0
Contract Days This Period	66	7
Total Contract Days To Date	133	7

Special Notes/Considerations:

	PAY APPLICATIO	ON NO.	2 & Fi	nal			APPLICA	TION DATE:	5/19/2025
		•	VSE PF	ROJECT NO.:	32000-804	I-9-UTL	(c&e)		
	ITEM	UNIT	QTY	WK. DONE THIS ESTIMATE	PREVIOUS	WK. DONE TO DATE	% COM- DI ETE	CONT. UNIT PRICE	AMOUNT
		UNII	<u>VII</u>	ESTIMATE	ESTIMATE	IUDAIE	PLEIE	PRICE	AMOUNI
<u>A. GE</u> 1.	NERAL ITEMS Mobilization/Demobilization/Pa yment/Performance Bonds/Permits	LS	1		1	1	100%	\$3,000.00	\$3,000.00
2.	Traffic Control Plan Implementation (Includes signage, barriers, and flaggers to manage traffic during construction).	LS	1		1	1	100%	\$2,300.00	\$2,300.00
A. GE	NERAL ITEMS SUBTOTAL								\$5,300.00
<u>B. CIV</u> 1.	<b><u>AIL SITE WORK</u></b> Site Restoration to Equal or Better Condition Including backfilling, turf establishment and pavement repairs if necessary (Includes all necessary measures to restore the worksite.)	LS	1	1	0	1	100%	\$4,500.00	\$4,500.00
2.	Bypass Pumping for all sites (Necessary pumping to maintain flow during repairs and rehabilitation works.)	LS	1		1	1	100%	\$2,400.00	\$2,400.00
3.	Point Repair at 752 Stonewall Jackson Dr. (Located within pavement at intersection, approximately 13.5 feet deep. Dye test confirmed sanitary infiltration)	EA	1		1	1	100%	\$16,000.00	\$16,000.00
*4.	Abandon Manhole at 616 River Plantation Dr. & place connection pipe. (Located underneath asphalt, observed to serve no purpose. Cap top 4' of manhole and backfill per specification )	LS	0		0	0		\$17,500.00	\$0.00

specification.)

### PAY APPLICATION NO. 2 & Final

**APPLICATION DATE:** 

5/19/2025

		V	VSE PF	ROJECT NO.:	32000-804	-9-UTL	(c&e)		
	ITEM	UNIT	QTY	WK. DONE THIS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT
5.	Point Repair at 704 Stone Mountain Dr. (Located within pavement, approximately 6 feet deep. A point repair is necessary to fix the service connection. Recommend video inspection before repairs.)	EA	1		1	1	100%	\$7,100.00	\$7,100.00
6.	Inspection & Point Repair at 745 Stonewall Jackson Dr. Including guardrail modifications as necessary to allow for construction operations. (Located on the east side of the bridge next to the guardrail. Issue appears related to a storm sewer failure rather than a sanitary sewer problem. Dye test needed for confirmation.)	LS	1		1	1	100%	\$7,500.00	\$7,500.00
B. CIVII	L SITE WORK SUBTOTAL								\$37,500.00
	E ORDER NO. 1		1		1	1	1000	¢1 <b>5</b> 00 00	¢1.500.00
CO1-1	616 River Plantation Drive: Raise Manhole	EA	1		1	1	100%	\$1,500.00	\$1,500.00
CO1-2	616 River Plantation Drive: Apply chemical grout to stop infiltration and stabilize soil	GAL	12		12	12	100%	\$300.00	\$3,600.00
CO1-3	616 River Plantation Drive: Rehabilitate manhole with Geopolymer liner reinforced with C-Grid mesh	VF	15		15	15	100%	\$300.00	\$4,500.00
CO1-4	704 Stone Mountain Drive: Mahole rehabilitation with Geopolymer liner	VF	19		19	19	100%	\$300.00	\$5,700.00
CO1-5	Outfall Repair - Mobilization: Heavy Equipment & Trench Safety	LS	1	1	0	1	100%	\$5,000.00	\$5,000.00
CO1-6	Outfall Repair - Remove and Replace Storm Sewer Outfall Pipe with Concrete Pipe	LF	57	57	0	57	100%	\$370.00	\$21,090.00

	PAY APPLICATIO	ON NO.	2 & Fi	nal			APPLICA	5/19/2025	
		V	/SE PR	ROJECT NO.:	32000-804	32000-804-9-UTL			
	ITEM	UNIT	QTY	WK. DONE THIS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT
CO1-7	Outfall Repair - Remove and Replace Concrete Driveway 12'x14' (includes regrading driveway above pipe to 1" above current")	SF	168	168	0	168	100%	\$15.00	\$2,520.00
CO1-8	Outfall Repair - Disposal and Hauling	LS	1	1	0	1	100%	\$1,800.00	\$1,800.00
CO1-9	Outfall Repair - Site Restoration	LS	1	1	0	1	100%	\$1,500.00	\$1,500.00
CO1-10 *Additior	D1-10 Outfall Repair - Remove and LS 1 1 Replace Asphalt at entrance with New Asphalt Additional qty adjusted above per Change Order No. 1		0	1	100%	\$2,200.00	\$2,200.00		
	E ORDER NO. 1 SUBTOTAL								\$49,410.00
UIANU	Total Work Completed to Date	2							\$92,210.00

APPLICATION	N AND CERTIFIC	CATE FOR PAYME	NT	P.	AGE ONE OF 1	PAGE
Project: CONTRACTOR:		lanhole & Sinkhole Rep , LLC	airs	Project Manager: Alan R Velazquez Engineer: Vogler & Spencer En Contractor: Allteam Solutions, LL	0 0,	
Owner:	River Plantation N	Junicipal Utility District		Application Date: 5/12/2025 Applica	tion No.: 2	
Notice to Procee	d Date: 1/1/2025			Period From: 2/27/2025 To:	5/12/2025	
previous mo	ers approved in nths by Owner	Additions \$	Deletions \$	Application is made for Payment, as she attached Contract Continuation Sheet(s The present status of the account for th	).	bllows:
	Change Orders			Original Contract Sum	\$	60,300.00
Number 1	Approved (date)	\$49,410.00	\$17,500.00	Net Changes by Change Order		\$31,910.00
				Contract sum to Date	\$	92,210.00
				Total Completed to Date	\$	92,210.00
				Retainage 0 %	\$	-
Net Change by C	Change Orders	\$49,410.00	\$17,500.00	Total Earned Less Retainage	\$	92,210.00
Weather Days R	equested To Date:	0 Weather I	Days Granted: 0	Less Previous Certificates for Payme	nt <u>\$</u>	48,240.00
				Current Payment Due	\$	43,970.00

#### Monthly Work Completed

#### PROJECT: Sanitary Sewer Manhole & Sinkhole Repairs

2

Pay App:

DATE: 5/12/2025

CONTRACTOR: Allteam Solutions, LLC

OWNER: River Plantation MUD

OWNER:	River Plantation MUD		From:	2/27/2025			To:	5/12/2025		
Item	DESCRIPTION	UNITS	Plan Quantity	Unit Price	TOTAL Contract Amount	Quantity Prev. Billed	Quantity This Period	Amt Due this Estimate	Total Quantity to Date	Total Due To Date
A)	General Items									
1	Mobilization/Demobilization/Payment/Perfor mance Bonds/Permits	LS	1	\$3,000.00	\$3,000.00	1		\$0.00	1	\$3,000.00
	Traffic Control Plan Implementation (Includes signage, barriers, and flaggers to manage traffic during construction).	LS	1	\$2,300.00	\$2,300.00	1		\$0.00	1	\$2,300.00
B)	Civil Site Work									
1	Site Restoration to Equal or Better Condition Including backfilling, turf establishment and pavement repairs if necessary (Includes all necessary measures to restore the worksite.)	LS	1	\$4,500.00	\$4,500.00		1	\$4,500.00	1	\$4,500.00
2	Bypass Pumping for all sites (Necessary pumping to maintain flow during repairs and rehabilitation works.)	LS	1	\$2,400.00	\$2,400.00	1		\$0.00	1	\$2,400.00
3	Point Repair at 752 Stonewall Jackson Dr. (Located within pavement at intersection, approximately 13.5 feet deep. Dye test confirmed sanitary infiltration)	EA	1	\$16,000.00	\$16,000.00	1		\$0.00	1	\$16,000.00
4	Abandon Manhole at 616 River Plantation Dr. & place connection pipe. (Located underneath asphalt, observed to serve no purpose. Cap top 4' of manhole and backfill per specification.)	LS	4	<del>\$17,500.00</del>				<del>\$0.00</del> -	θ	<del>\$0.00</del>
5	Point Repair at 704 Stone Mountain Dr. (Located within pavement, approximately 6 feet deep. A point repair is necessary to fix the service connection. Recommend video inspection before repairs.)	EA	1	\$7,100.00	\$7,100.00	1		\$0.00	1	\$7,100.00
6	Inspection & Point Repair at 745 Stonewall Jackson Dr. Including guardrail modifications as necessary to allow for construction operations. (Located on the east side of the bridge next to the guardrail. Issue appears related to a storm sewer failure rather than a sanitary sewer problem. Dye test needed for confirmation.)	LS	1	\$7,500.00	\$7,500.00	1		\$0.00	1	\$7,500.00
	Change Order No. 1				<b>A</b> ( <b>B</b> ( <b>A</b> )			<b>A A A</b>		<b>A</b> ( <b>B</b> ( <b>B</b> ( <b>B</b> ) )
CO1-1 CO1-2	616 River Plantation: Raise Manhole 616 River Plantation: Apply chemical grout to stop infiltration and stabilize soil	EA GAL	1 12	\$1,500.00 \$300.00	\$1,500.00 \$3,600.00	1 12		\$0.00 \$0.00	1 12	\$1,500.00 \$3,600.00
CO1-3	616 River Plantation: Rehabilitate manhole with Geopolymer liner reinforced with C-Grid mesh	VF	15	\$300.00	\$4,500.00	15		\$0.00	15	\$4,500.00
CO1-4	704 Stone Mountain: Manhole Rehabilitation with Geopolymer liner	VF	19	\$300.00	\$5,700.00	19		\$0.00	19	\$5,700.00
CO1-5	Outfall Repair: - Mobilization: Heavy Equipment & Trench Safety	LS	1	\$5,000.00	\$5,000.00		1	\$5,000.00	1	\$5,000.00
CO1-6	Outfall Repair: - Remove and Replace Storm Sewer Outfall Pipe with Pipe	LF	57	\$370.00	\$21,090.00		57	\$21,090.00	57	\$21,090.00
CO1-7	Remove and Replace Concrete Driveway 12'x14' - Includes regrading driveway above pipe to 1" above current level	SF	168	\$15.00	\$2,520.00		168	\$2,520.00	168	\$2,520.00
CO1-8	Outfall Repair: Disposal & Hauling	LS	1	\$1,800.00	\$1,800.00		1	\$1,800.00	1	\$1,800.00
CO1-9	Outfall Repair: Site Restoration	LS	1	\$1,500.00	\$1,500.00		1	\$1,500.00	1	\$1,500.00
CO1-10	Outfall Repair: Remove and Replace Asphalt at entrance with New Asphalt	LS	1	\$2,200.00	\$2,200.00		1	\$2,200.00	1	\$2,200.00
				Contract Total	\$92,210.00	Subtota	I this estimate Less 10%	\$38,610.00	Total Work to Date Less 10% Retainage	\$92,210.00
							Subtotal	\$38.610.00		\$92,210.00
						Plus redu	uced retainage		Less Previous Payments	\$48,240.00
								\$5,500.00		\$ 10,240.00

Total amount due \$43,970.00 Total Amount Due \$43,970.00

#### Monthly Work Completed

#### PROJECT: Sanitary Sewer Manhole & Sinkhole Repairs

2

Pay App:

DATE: 5/12/2025

CONTRACTOR: Allteam Solutions, LLC

OWNER: River Plantation MUD

OWNER:	River Plantation MUD		From:	2/27/2025			To:	5/12/2025		
Item	DESCRIPTION	UNITS	Plan Quantity	Unit Price	TOTAL Contract Amount	Quantity Prev. Billed	Quantity This Period	Amt Due this Estimate	Total Quantity to Date	Total Due To Date
A)	General Items									
1	Mobilization/Demobilization/Payment/Perfor mance Bonds/Permits	LS	1	\$3,000.00	\$3,000.00	1		\$0.00	1	\$3,000.00
	Traffic Control Plan Implementation (Includes signage, barriers, and flaggers to manage traffic during construction).	LS	1	\$2,300.00	\$2,300.00	1		\$0.00	1	\$2,300.00
B)	Civil Site Work									
1	Site Restoration to Equal or Better Condition Including backfilling, turf establishment and pavement repairs if necessary (Includes all necessary measures to restore the worksite.)	LS	1	\$4,500.00	\$4,500.00		1	\$4,500.00	1	\$4,500.00
2	Bypass Pumping for all sites (Necessary pumping to maintain flow during repairs and rehabilitation works.)	LS	1	\$2,400.00	\$2,400.00	1		\$0.00	1	\$2,400.00
3	Point Repair at 752 Stonewall Jackson Dr. (Located within pavement at intersection, approximately 13.5 feet deep. Dye test confirmed sanitary infiltration)	EA	1	\$16,000.00	\$16,000.00	1		\$0.00	1	\$16,000.00
4	Abandon Manhole at 616 River Plantation Dr. & place connection pipe. (Located underneath asphalt, observed to serve no purpose. Cap top 4' of manhole and backfill per specification.)	LS	4	<del>\$17,500.00</del>				<del>\$0.00</del> -	θ	<del>\$0.00</del>
5	Point Repair at 704 Stone Mountain Dr. (Located within pavement, approximately 6 feet deep. A point repair is necessary to fix the service connection. Recommend video inspection before repairs.)	EA	1	\$7,100.00	\$7,100.00	1		\$0.00	1	\$7,100.00
6	Inspection & Point Repair at 745 Stonewall Jackson Dr. Including guardrail modifications as necessary to allow for construction operations. (Located on the east side of the bridge next to the guardrail. Issue appears related to a storm sewer failure rather than a sanitary sewer problem. Dye test needed for confirmation.)	LS	1	\$7,500.00	\$7,500.00	1		\$0.00	1	\$7,500.00
	Change Order No. 1				<b>A</b> ( <b>B</b> ( <b>A</b> )			<b>A A A</b>		<b>A</b> ( <b>B</b> ( <b>B</b> ( <b>B</b> ) )
CO1-1 CO1-2	616 River Plantation: Raise Manhole 616 River Plantation: Apply chemical grout to stop infiltration and stabilize soil	EA GAL	1 12	\$1,500.00 \$300.00	\$1,500.00 \$3,600.00	1 12		\$0.00 \$0.00	1 12	\$1,500.00 \$3,600.00
CO1-3	616 River Plantation: Rehabilitate manhole with Geopolymer liner reinforced with C-Grid mesh	VF	15	\$300.00	\$4,500.00	15		\$0.00	15	\$4,500.00
CO1-4	704 Stone Mountain: Manhole Rehabilitation with Geopolymer liner	VF	19	\$300.00	\$5,700.00	19		\$0.00	19	\$5,700.00
CO1-5	Outfall Repair: - Mobilization: Heavy Equipment & Trench Safety	LS	1	\$5,000.00	\$5,000.00		1	\$5,000.00	1	\$5,000.00
CO1-6	Outfall Repair: - Remove and Replace Storm Sewer Outfall Pipe with Pipe	LF	57	\$370.00	\$21,090.00		57	\$21,090.00	57	\$21,090.00
CO1-7	Remove and Replace Concrete Driveway 12'x14' - Includes regrading driveway above pipe to 1" above current level	SF	168	\$15.00	\$2,520.00		168	\$2,520.00	168	\$2,520.00
CO1-8	Outfall Repair: Disposal & Hauling	LS	1	\$1,800.00	\$1,800.00		1	\$1,800.00	1	\$1,800.00
CO1-9	Outfall Repair: Site Restoration	LS	1	\$1,500.00	\$1,500.00		1	\$1,500.00	1	\$1,500.00
CO1-10	Outfall Repair: Remove and Replace Asphalt at entrance with New Asphalt	LS	1	\$2,200.00	\$2,200.00		1	\$2,200.00	1	\$2,200.00
				Contract Total	\$92,210.00	Subtota	I this estimate Less 10%	\$38,610.00	Total Work to Date Less 10% Retainage	\$92,210.00
							Subtotal	\$38.610.00		\$92,210.00
						Plus redu	uced retainage		Less Previous Payments	\$48,240.00
								\$5,500.00		\$ 10,240.00

Total amount due \$43,970.00 Total Amount Due \$43,970.00

#### CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

STATE OF Texas s COUNTY OF Montgoments

BEFORE ME. undersigned authority, this the on day personally Garza Gilberto appeared the General Manager Allteam solutions, LLC of ("CONTRACTOR"). CONTRACTOR has performed labor and furnished materials pursuant to that certain Contract entered into on the 23rd day of December . 20 **25**. by and between CONTRACTOR and

**River Plantation MUD** (OWNER), for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

# Sanitary Sewer Sinkhole Repairs within River Plantation Municipal Utility District Montgomery County, Texas within River Plantation Municipal Utility District for (OWNER).

The undersigned, being by me duly sworn, states upon oath that the labor and/or materials supplied in connection with CONTRACTOR's Application for Final Payment No. 2, dated 5/12/25 (the "Application Date"), represents the actual cost of good and workmanlike labor and/or sound materials that have been fabricated into the work in compliance with the agreed to plans and specifications (and all authorized changes thereto) and said Contract.

The undersigned further states that as of the Application Date, CONTRACTOR has paid in full all bills and claims for labor and/or materials supplied in connection with the aforesaid Final Payment and that there are no outstanding unpaid bills or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against OWNER or the property where the labor and/or materials were installed, including, without limitation, any liens or potential liens, which CONTRACTOR may have as a result of, or in connection with, the labor and/or materials supplied in connection with the aforesaid Final Payment.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall bind CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and its legal representatives, successors, assigns.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained herein that a final payment under said Contract is being made, and in consideration of the disbursement of said final payment by OWNER.

CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE.

Executed this 5th day of May , 20 25.

AI	lteam	50	lution.	S, LLC
	101			
Name F	Printed:	Gil	berto	Garza
Title:			Mana	

STATE OF TEXAS § COUNTY OF HAMS\_§

Subscribed and sworn to before me, the undersigned authority, on this the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_,20\_25\_, to certify which, witness my hand and seal of office.

Notary Rublic, State of Texas Name Printed: My commission expires: U - U - 7.7 JORDAN KARSTEDT Notary ID #134411956 My Commission Expires June 16, 2027

# MAIA® Document G707™ – 1994

### **Consent of Surety to Final Payment**

<b>PROJECT</b> : (Name and address)	ARCHITECT'S PROJECT NUMBER:	
Sanitary Sewer Sinkhole Repairs within River	Bond No. GSH9000362	OWNER 🖾
Plantation Municipal Utility District	CONTRACT FOR:	ARCHITECT
	General Construction	CONTRACTOR
TO OWNER: (Name and address) River Plantation Municipal Utility District	CONTRACT DATED:	SURETY
		OTHER

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety)

The Gray Casualty and Surety Company P.O. Box 6202, Metairie, LA 70009

on bond of (Insert name and address of Contractor)

Allteam Solutions, LLC 5960 N Sam Houston Parkway E, Ste 410, Humble, TX 77396

, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to *(Insert name and address of Owner)* 

**River Plantation Municipal Utility District** 

as set forth in said Surety's bond.

Attest:

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 12, 2025 (Insert in writing the month followed by the numeric date and year.)

The Gray Casualty and Surety Company (Surety)

(Signature of authorized representative)

Megan Liescheski, Attorney-in-Fact (Printed name and title)

*Seal)* Mirel Stanford, Surety Witness *(Printed name and title)* CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AlA Document G707<sup>™</sup> – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AlA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AlA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

, OWNER,

, SURETY,

#### THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

#### GENERAL POWER OF ATTORNEY

Bond Number: GSH9000362 Principal: Allteam Solutions, LLC

Project: Sanitary Sewer Sinkhole Repairs within River Plantation Municipal Utility District

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Megan Liescheski, Jacob Strader, Justin McQuain, Mireli Stanford, and Brian P. Herrera of Spring, Texas jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



Michael T. Gray

President The Gray Insurance Company



Cullen S. Piske President The Gray Casualty & Surety Company



State of Louisiana

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican Notary Public Notary ID No. 92653 Orleans Parish, Louisiana

Marme Henrican

Leigh Anne Henican Notary Public, Parish of Orleans State of Louisiana My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of May , 2025 .

Mark Manguns

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies; which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of May , 2025

Leigh Jame Henican



# COST ESTIMATE MOSSWOOD DRIVE WATER LINE EXTENSION WITHIN RIVER PLANTATION MUD MONTGOMERY COUNTY, TEXAS VSE NO. 32000-817-01-UTL

ITEM			EST		UNIT		
NO.	DESCRIPTION	UNIT	QTY		PRICE		AMOUNT
<u>A. MC</u> 1.	<b>DBILIZATION:</b> Mobilization, including all Bonds. Insurance and Permits (Maximum amount not to exceed 3% of the Base Bid amount).	LS	1	<u>\$</u>	3,100.00	\$	3,100.00
		A) SUE	B-TOTA	LN	<b>IOBILIZATION</b>	\$	3,100.00
<u><b>B. WA</b></u> 2. 3.	<b>TER DISTRIBUTION SYSTEM</b> 8" C900 PVC CL 150 Water Line 8" Steel Pipe with Butt-Welded Joints (Including the Furnishing and Installation of Pipe Hangers and Supports Along the	LF LF	580 120	<u>\$</u> <u>\$</u>	90.00	<u>\$</u>	52,200.00
4.	Bridge). Air Release Valve at Bridge Crossing	EA	1	\$	3,000.00	\$	3,000.00
5.	8"x8" TS&V	EA	1	\$	3,500.00	\$	3,500.00
6.	OSHA Trench Safety System	LF	580	\$	3.00	\$	1,740.00
7.	Traffic Control Plan	МО	1	\$	4,500.00	\$	4,500.00
		C) S	SUB-TC	)TA	L CIVIL WORK	\$	112,940.00
8.	Prepare, submit and obtain approval for NOI/NOT	LS	1	<u>\$</u>	3,800.00	<u>\$</u>	3,800.00
9.	Perform weekly inspections, post notices and make all required repairs to SWPPP.	LS	1	<u>\$</u>	1,500.00	\$	1,500.00

# COST ESTIMATE MOSSWOOD DRIVE WATER LINE EXTENSION WITHIN RIVER PLANTATION MUD MONTGOMERY COUNTY, TEXAS VSE NO. 32000-817-01-UTL

ITEM	[		EST		UNIT		
NO.	DESCRIPTION	UNIT	QTY		PRICE		AMOUNT
10.	Provide and install Reinforced Filter Fabric Fence (Includes removal ad disposal after project completion)	LF	600	<u>\$</u>	5.00	\$	3,000.00
			D) S	SUB-	FOTAL SWPPP	\$	8,300.00
D. AD	DITIONAL WORK ITEMS (only to be u	used wit	h Engir	neer's	Authorization)		
11.	Extra Bank Sand Backfill	CY	100	\$	20.00	\$	2,000.00
12.	8" C900 PVC CL 150 Water Line	LF	20	\$	90.00	\$	1,800.00
13.	8" Steel Pipe with Butt-Welded Joints (Including the Furnishing and Installation of Pipe Hangers and Supports Along the Bridge).	LF	20	<u>\$</u>	400.00	<u>\$</u>	8,000.00
	D) SUB-TOT	'AL ADI	DITION	JAL '	WORK ITEMS	\$	11,800.00
		<u>TOTAL</u>	BASE	BID	(PARTS A - D):	\$	136,140.00
C. EN	GINEERING & SURVEY FEE						
А.	Engineering Fee					\$	35,000.00
B.	Land Survey Fee					\$	12,000.00
	C) SUB-TOTAL	ENGIN	IEERIN	NG &	SURVEY FEE	\$	47,000.00

# **MEMORANDUM**

#### Date: May 9, 2025 Project No.: 32000-000-DST Location: 716 Stonewall Jackson Dr, Conroe, TX 77302 Subject: River Plantation MUD Channel Sinkhole

This memo provides notes and photos from a site visit on May 9, 2025, at the drainage channel behind 716 Stonewall Jackson Dr in Conroe, TX. Several sinkholes were found along the grassy area next to the concrete-lined channel. The following sections include photos and descriptions that show what was noted during the visit.

#### Photo No. 1 :

This photo shows a broad view of the concrete-lined channel and the surrounding grassy area. A significant surface depression is visible near the top edge of the channel wall. The concrete above the void remains intact, but the soil directly below it appears to have been eroded, likely from subsurface water movement. Vegetation around the depression is minimal, and roots from the surrounding trees are exposed.



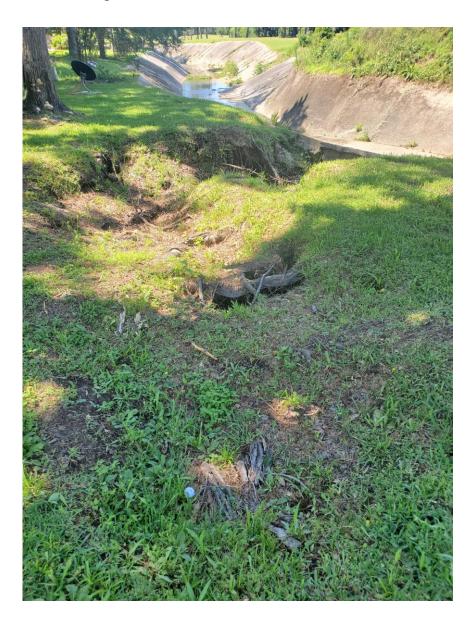
## Photo No. 2:

A closer look at the same area reveals the concave nature of the depression forming on the slope adjacent to the concrete wall. The grass in the depressed region is thinning, with visible unevenness in the ground surface. There are visible cracks on the concrete itself and the surrounding soil shows signs of instability.



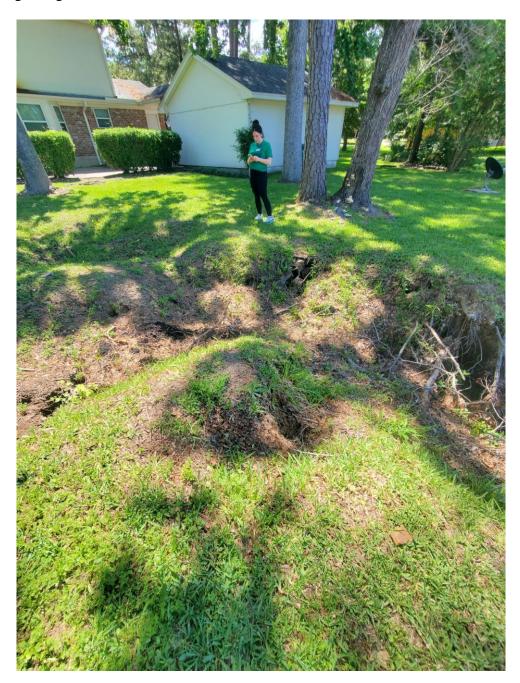
## Photo No. 3:

This view provides a zoomed-in perspective of the sinkhole, where several small voids are forming. Vegetation is disrupted, and some branches and debris have collected in the depressed area. The sinkhole also extends several feet inward from the channel wall. Roots from the surrounding trees are also exposed.



#### Photo No. 4:

This photo, taken from a side angle near the residential property, shows the location of the sinkhole in relation to nearby structures. The sinkhole appears to be gradually expanding in the direction of the home, although no visible damage to any structures has been observed at this time. The soil around the nearby trees remains mostly in place; however, the trees appear to be losing support. This is evident by the exposed and stretched roots, suggesting the ground beneath them is beginning to shift.



## Photo No. 5 :

This image highlights a section where more tree roots are exposed, and the soil appears loose and disturbed, especially near the center of the low area. The ground here has formed deeper and more uneven openings, which may have developed from both surface runoff and soil movement underneath. The area looks dry, with no visible signs of standing water.



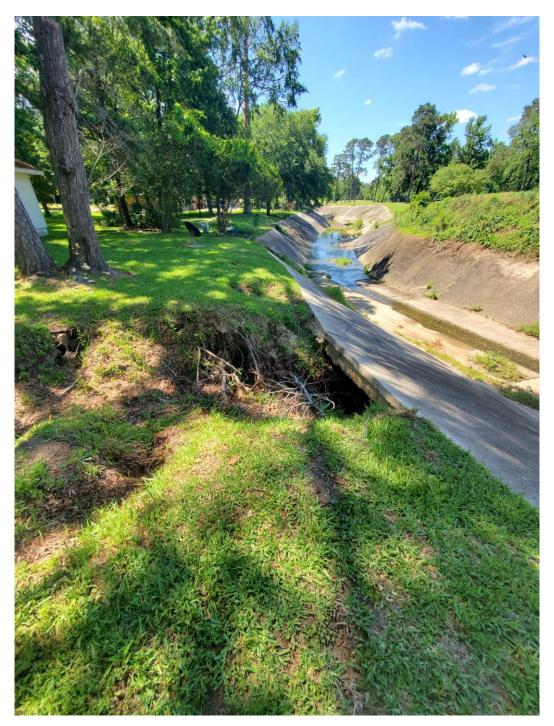
## Photo No. 6:

This photo, taken from a lower angle, shows the large open space beneath the concrete section of the channel. Although the concrete is still in place, it no longer appears to be fully supported underneath. Leaves, branches, and other natural debris have collected at the bottom of the opening. The gap stretches several feet across, clearly exposing the loss of soil support. The red-orange and blue lines are visible within the void, which appear to be utility lines running through the affected area.



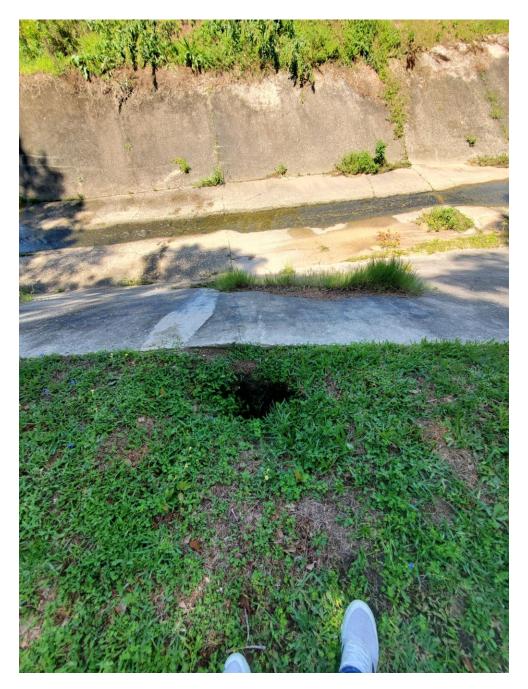
## Photo No. 7:

Looking downstream, the concrete slope still appears to be in good condition; however, the grassy edge near the sinkhole shows clear signs of settling and ground movement. The transition between stable and unstable areas is uneven and very noticeable.



## Photo No. 8:

This image captures a smaller, yet clearly defined, sinkhole located further downstream along the channel. Evidence of soil subsidence is visible, accompanied by noticeable disturbance to the surrounding ground cover. Although limited in size at this time, the sinkhole appears to be well-developed and may continue to expand. If erosion continues, there is potential for the void to extend vertically and begin undermining the adjacent concrete channel lining. Vegetation has begun growing into the sides of the depression, which likely means there is a crack within the slope.



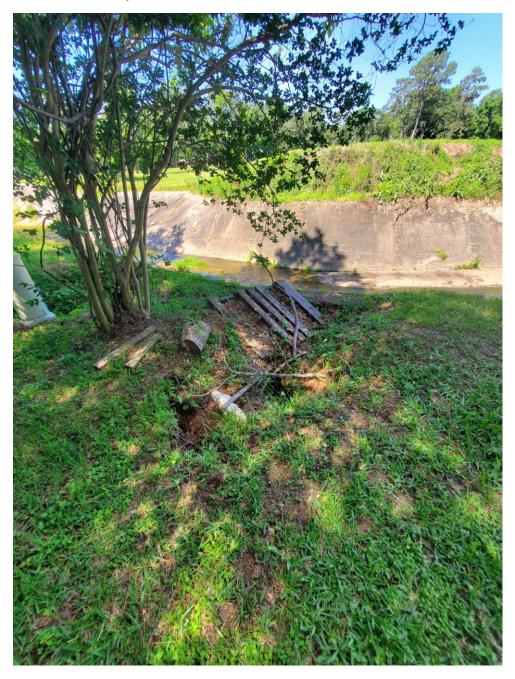
#### Photo No. 9:

This image shows a wider view of a group of utility enclosures situated near the upper edge of the channel slope, farther downstream. Three utility boxes are clearly visible in the frame. The ground surrounding them appears uneven, with a noticeable sinkhole forming to the right. A visible void is also developing near the slope's edge. A second sinkhole can be seen just beyond the utility boxes, suggesting that ongoing soil displacement may cause the two sinkholes to expand and potentially merge.



## Photo No. 10:

This photo shows another small sinkhole located further downstream along the channel. A wooden structure and debris have been placed over the area, but the ground underneath appears to have settled or washed out. You can see some roots and patchy grass around the edges, which suggests that the soil has slowly shifted over time.



Cyber Core Plus Quote



Return to: Ashley Martin ashley.martin@tmlirp.org 512-491-2445



#### Workers' Compensation | Property | Liability

May 14, 2025

J.Davis Bonham Attorney River Plantation MUD PO Box 747 Conroe, Texas 77305-0747

RE: Proposal for Coverage

Dear Mr. J.Davis Bonham:

The Texas Municipal League Intergovernmental Risk Pool (the Pool) is pleased to provide this proposal for coverages as requested. Please review each section carefully.

There are a few points to which I would like to draw your attention:

The Pool recognizes that the most effective way to stabilize or lower rates is to prevent losses from occurring or, if they do occur, to minimize their impact through effective claims handling. Loss prevention services including site visits by loss prevention representatives, attendance at loss prevention seminars, access to the Pool's extensive loss prevention video library and online training are available to all of the Pool's members at no additional cost. A training schedule for the current quarter is included in the "Member Services" section of the proposal.

If full payment is made within 30 days of receipt of the first bill, the contribution will be reduced 2%. If quarterly payments are preferred, there is no interest charge or payment fee.

A Proposal Acceptance Form and Interlocal Agreement are included for the coverages being offered in this proposal. In order to bind coverage, please:

- 1. Complete and sign the Proposal Acceptance Form.
- 2. Sign the Interlocal Agreement and designate a Fund Contact. Please note that the Interlocal Agreement requires the Member to appoint a contact of department head rank or higher. The Interlocal Agreement must be signed by someone authorized by the governing body to sign contracts.

3. Return original documents to:

Texas Municipal League Intergovernmental Risk Pool Underwriting Department PO Box 149194 Austin, Texas 78714-9194

If you have any questions concerning this proposal, please call Phillip Davis, your Member Services Manager, at 512-491-3420. You may also reach me at 512-491-2445.

Sincerely,

ashley Martin

Ashley Martin

CC: Phillip Davis,



Member Name:	River Plantation MUD
Member ID:	6981
Effective Date:	05/13/2025
Anniversary Date:	09/30/2025

Liability coverage is provided on a claims made and reported basis and applies only to claims first made against a Covered Party during the Coverage Period or the Optional Extension Period (if applicable) and reported to the Fund in accordance with the terms of this coverage. Amounts incurred as claims expenses will reduce and may exhaust the limit of liability and are subject to retentions. Certain coverages require prior consent or approval. Each Tower aggregate limit is separate from any other Tower aggregate limit. A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.

	Aggregate Limit	Retention
Tower 1: Data & Network and Media Aggregate Limit of Liability	\$1,000,000	
Data & Network Liability Aggregate Limit	\$1,000,000	\$0
Media Liability Aggregate Limit	\$1,000,000	\$0
Tower 2: Aggregate Limit of Liability & Coverage	\$250,000	
Business Interruption Loss Aggregate Sublimit *The retention shall be the greater of the amount of "Business Interruption Loss" during the 12 hour "waiting period" or the retention specified in the Declarations	\$50,000	\$5,000*
Cyber Extortion Aggregate Sublimit	\$50,000	\$5,000
Data Recovery Costs Aggregate Sublimit	\$50,000	\$5,000
Reputational Loss Aggregate Sublimit	\$10,000	\$5,000
Regulatory Defense and Penalties Aggregate Sublimit	\$75,000	\$5,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$25,000	\$5,000
Fraudulent Instruction Aggregate Sublimit	\$50,000	\$5,000
Funds Transfer Fraud Aggregate Sublimit Telephone Fraud Aggregate Sublimit	\$50,000 \$50,000	\$5,000 \$5,000
Criminal Reward Aggregate Sublimit	\$2,500	\$3,000 \$0
Tower 3: Breach Response Aggregate Limit of Coverage	\$150,000	
Breach Response Aggregate Limit	\$150,000	\$0
Billable Contribution:		\$937.50

----- This is a Sample Quote



Member Name: Member ID: Coverage Period: Transaction Number: River Plantation MUD 6981 05/13/2025 to 09/30/2025 Shown As of 05/14/2025 0029193917

ID	Document Name	Revision Date
C100	Cyber Liability & Breach Response Declarations of Coverage	10/01/2024
X150	Schedule of Applicable Documents	06/01/2008
C301	Cyber Liability & Data Breach Response Proposal Acceptance form	10/01/2023
C500	Cyber Liability & Data Breach Response Coverage Document	10/01/2024



Member: River Plantation MUD Member ID: 6981

Directions: This form must be completed, signed, and returned. The Interlocal Agreement must also be completed and returned if you are not a current Liability or Property to use an express mail service, facsimile copier or scan and email. In the event the document is submitted by Fund participant. If time is of the essence, you may wish facsimile or electronic copy, the originals must still be returned.

#### Indicate with [X] the coverages and method of payment that you are accepting. Forward all documents to:

Texas Municipal League Intergovernmental Risk Pool Underwriting Department PO Box 149194 Austin, Texas 78714-9194 Phone: (800) 537-6655 or FAX: (512) 491-2404

COVERAGE	LIMIT	CONTRIBUTION	TIER	EFFECTIVE DATE	ANNIVERSARY DATE			
Tower 1: Data & Network and Media Aggregate	1,000,000		Core+					
Method of Payment:	Quarterly	Annua Annua	ally(2% discount)					
	I, the unde	rsigned, as an autho	prized representative of	:				
do hereby accept on behal	f of the above r	(Name of Political Standard political Standard political subd	,	he proposal as i	indicated above.			
T	Signature of Authorized Official: Title: Date:							
The signed Interlocal A Thi (Exception: Current Liabilit are not required to submit	<b>s Form</b> y/Property Fun	d participants	OFFICE L Contribution: <u>\$</u> Verification: () New () Re-awa	JSE ONLY Member ID arding () Add	: 6981 ling Coverage			



Return to Ashley Martin ashley.martin@tmlirp.org 512/491-2445



#### Workers' Compensation | Property | Liability

May 14, 2025

J.Davis Bonham Attorney River Plantation MUD PO Box 747 Conroe, Texas 77305-0747

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	Aggregate Limit	Retention
Tower 1: Data & Network and Media Aggregate Limit of Liability	\$500,000	
Data & Network Liability Aggregate Limit	\$500,000	\$0
Media Liability Aggregate Limit	\$500,000	\$0
Tower 2: Aggregate Limit of Liability & Coverage	\$100,000	
Business Interruption Loss Aggregate Sublimit *The retention shall be the greater of the amount of "Business Interruption Loss" during the 12 hour "waiting period" or the retention specified in the Declarations	\$20,000	\$5,000*
Cyber Extortion Aggregate Sublimit	\$25,000	\$0
Data Recovery Costs Aggregate Sublimit	\$20,000	\$0
Reputational Loss Aggregate Sublimit	\$5,000	\$0
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Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$0
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$2,500
Funds Transfer Fraud Aggregate Sublimit Telephone Fraud Aggregate Sublimit	\$25,000 \$25,000	\$2,500 \$2,500
Criminal Reward Aggregate Sublimit	\$2,500	\$2,300 \$0
Tower 3: Breach Response Aggregate Limit of Coverage	\$100,000	
Breach Response Aggregate Limit	\$100,000	\$0
Billable Contribution:		\$750.00

----- This is a Sample Quote



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Method of Payment:	Quarterly	Annu Annu	ally(2% discount)					
	I, the unde	rsigned, as an auth	orized representative of	:				
do hereby accept on behal	f of the above r	(Name of Political named political subo	,	ne proposal as i	indicated above.			
T	Signature of Authorized Official: Title: Date:							
The signed Interlocal A Thi (Exception: Current Liabilit are not required to submit	<b>s Form</b> sy/Property Fun	d participants	OFFICE U Contribution: \$ Verification: () New () Re-awa	Member ID	: <u>6981</u> ling Coverage			