

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, February 22, 2024.**

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

1. Minutes of the meeting of Board of Director(s)
2. Receive comments from the Public
3. Fire Station Location
4. Financial and bookkeeping matters including:
 - a. Bookkeeper's report
 - b. Tax Assessor-Collectors' report
 - c. Review of investments
 - d. Payment of District bills
5. Order Levying Additional Penalty for Delinquent Taxes
6. Resolution Affirming Identity Theft Prevention Program
7. Park Rules; Penalty for Operation of Prohibited Motor Vehicle
8. Park maintenance matters
9. Operator's Report
10. Engineer's Report
11. Executive (closed) Session Pursuant to Texas Government Code §§ 551.071, 551.072, and 551.076 as necessary
12. Pending business





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

River Plantation MUD
Cash Analysis
February 22, 2024

GENERAL OPERATING FUND - First Financial Bank

| | | |
|---|----|------------|
| Ending Balance from last meeting | \$ | 89,527.13 |
| <u>Receipts</u> | | |
| Transfer from General Operating - Online Fund | + | 100,000.00 |
| Payment from Hancock Whitney, realistic results disaster response | + | 200.00 |
| Interest earned on account | + | 16.84 |
| <u>Withdrawals</u> | | |
| Bank charges/fees | - | 25.00 |
| Checks previously approved | | |
| 23882 - All Seasons Lawn Maintenance, lawn service | - | 11,625.00 |
| 23893 - Consolidated Communications, telephone expenses | - | 334.31 |
| 23894 - Betty Brown, director fees for attending AWBD Conference | - | 912.58 |
| 24001 - J & K Tree Services, tree removal | - | 1,650.00 |
| Checks presented for signatures on February 22, 2024 | | |
| 24002 - J & K Tree Services, tree removal | - | 700.00 |
| 24003 - Municipal Accounts & Consulting, L.P., bookkeeping fees through January 7, 2024 | - | 6,707.46 |
| 24004 - Municipal Operations & Consulting, Inc., maintenance & operations for January | - | 50,480.13 |
| 24005 - Prepared Publications, Inc., operations admin | - | 210.00 |
| 24006 - Smith, Murdaugh, Little & Bonham, LLP., legal fees | - | 4,773.22 |
| 24007 - Synaptic Integrations, surveillance | - | 292.87 |
| 24008 - The Radich Law Firm, PLLC., legal fees | - | 4,231.50 |
| 24009 - Vogler & Spencer Engineering, general engineering fees - \$4,775.00, Lead Service Line - \$67.50, Holly Springs Dr. Drainage Study - \$510.00 | - | 5,352.50 |
| 24010 - Consolidated Communications, telephone expenses | - | 317.63 |
| 24011 - Candice / Brandee Jasen Esparza, refund | - | 214.37 |
| 24012 - Joseph Langlois, refund | - | 85.35 |
| 24013 - William Pudifin, refund | - | 227.75 |
| 24014 - Dana Loomis, refund | - | 56.47 |
| 24015 - River Plantation MUD - Joint Drainage, joint drainage expenses | - | 275.45 |
| 24016 - River Plantation MUD - STP, January billing | - | 14,522.37 |
| 24017 - Centerpoint Energy, blank check for utility expense | | |
| 24018 - Consolidated Communications, blank check for telephone expenses | | |
| 24019 - Entergy, blank check for utility expense | | |
| Total Disbursements | \$ | 102,993.96 |
| Ending Balance at February 22, 2024 | \$ | 86,750.01 |

GENERAL OPERATING FUND - ONLINE - First Financial

| | | |
|--------------------------------------|----|--------------|
| Ending Balance from last meeting | \$ | 75,907.52 |
| <u>Receipts</u> | | |
| Accounts Receivable | + | 64,097.25 |
| Interest earned on account | + | 20.65 |
| <u>Withdrawals</u> | | |
| Transfer to General Operating Fund | - | 100,000.00 |
| Total Disbursements | \$ | 100,000.00 |
| Ending Balance at February 22, 2024 | \$ | 40,025.42 |
| <u>Investments</u> | | |
| General Operating Fund - Texas Class | \$ | 1,240,157.34 |
| Total Operating Funds | \$ | 1,366,932.77 |

TAX DEPOSIT ACCOUNT - First Financial Bank

| | | |
|-------------------------------------|----|------------|
| Ending Balance from last meeting | \$ | 15,979.16 |
| <u>Receipts</u> | | |
| Tax Collections | + | 275,817.58 |
| Interest earned on account | + | 145.91 |
| <u>Withdrawals</u> | | |
| Bank charges/fees | - | 25.00 |
| Total Disbursements | \$ | 25.00 |
| Ending Balance at February 22, 2024 | \$ | 291,917.65 |

CAPITAL PROJECTS FUND - First Financial Bank

| | | |
|---|----|--------------|
| Ending Balance from last meeting | \$ | 454.22 |
| <u>Receipts</u> | | |
| Transfer from Texas Class - Series 2022 WSD | + | 25,000.00 |
| Interest earned on account | + | 4.28 |
| <u>Withdrawals</u> | | |
| Bank charges/fees | - | 15.75 |
| Checks presented for signatures on February 22, 2024 | | |
| 2001 - River Plantation MUD - STP, Wastewater Treatment Facility Rehab Phase 1 | - | 6,617.30 |
| 2002 - Vogler & Spencer Engineering, existing conditions drainage assessment - \$5,706.25, sanitary sewer rehab phase 2 - \$6,875.00 | - | 12,581.25 |
| Total Disbursements | \$ | 19,214.30 |
| Ending Balance at February 22, 2024 | \$ | 6,244.20 |
| <u>Investments</u> | | |
| Texas Class - Series 2022 WSD | \$ | 3,673,006.10 |
| Texas Class - Series 2022 Park | | 76.21 |
| Total Capital Projects Funds | \$ | 3,679,326.51 |

DEBT SERVICE FUND - Texas Class

| | | |
|--|----|------------|
| Ending Balance from last meeting | \$ | 622,516.57 |
| <u>Receipts</u> | | |
| Interest earned on account | + | 2,028.27 |
| Ending Balance at February 22, 2024 | \$ | 624,544.84 |
| Next Debt Service payment due March 1, 2024 - \$150,206.25 | | |

DEBT SERVICE FUND - PARK - Texas Class

| | | |
|--|----|-----------|
| Ending Balance from last meeting | \$ | 52,128.02 |
| <u>Receipts</u> | | |
| Interest earned on account | + | 73.87 |
| Ending Balance at February 22, 2024 | \$ | 52,201.89 |
| Next Park Debt Service payment due March 1, 2024 - \$23,990.63 | | |

SEWER TREATMENT PLANT FUND - First Financial Bank

| | | |
|---|----|-----------|
| Ending Balance from last meeting | \$ | 34,784.12 |
| <u>Receipts</u> | | |
| Accounts Receivable - River Plantation MUD | + | 14,522.37 |
| Checks presented for signatures on February 22, 2024 | | |
| 2001 - GFL Environmental, sludge removal | - | 2,736.00 |
| 2002 - Municipal Accounts & Consulting, bookkeeping fees | - | 806.25 |
| 2003 - Municipal Operations & Consulting, operations & maintenance | - | 15,826.77 |
| 2004 - Vogler & Spencer Engineering, Wastewater Treatment Facility Rehab Phase 1 - \$10,944.00, Wastewater Discharge Permit - \$67.50, WWTF General - \$4,581.25 | - | 15,592.75 |
| 2005 - Entergy, blank check for utility expense | | |
| 2006 - Republic Services, blank check for garbage expense | | |
| Total Disbursements | \$ | 34,961.77 |
| Ending Balance at February 22, 2024 | \$ | 14,344.72 |

JOINT DRAINAGE FUND - First Financial Bank

| | | |
|--|----|-----------|
| Ending Balance from last meeting | \$ | 16,543.65 |
| Checks presented for signatures on February 22, 2024 | | |
| 2001 - Entergy, utility expense | - | 34.24 |
| 2002 - Municipal Accounts & Consulting, bookkeeping fees | - | 516.65 |
| Total Disbursements | \$ | 550.89 |
| Ending Balance at February 22, 2024 | \$ | 15,992.76 |

River Plantation MUD General Operating Fund Profit & Loss Budget Performance

January 2024

| | Jan 24 | Budget | Oct '23 - Jan 24 | YTD Budget | Annual Budget |
|--|------------|------------|------------------|--------------|---------------|
| Ordinary Income/Expense | | | | | |
| Income | | | | | |
| Water Revenue | | | | | |
| 4100 · Customer Service Fees - Water | 19,795.50 | 40,390.00 | 107,553.09 | 161,569.00 | 484,689.00 |
| 4110 · Water Tap Connection Fees | 4,000.00 | 0.00 | 4,120.00 | 0.00 | 0.00 |
| 4150 · LSGCD Fees | 502.18 | 1,083.00 | 2,532.57 | 4,336.00 | 13,000.00 |
| Total Water Revenue | 24,297.68 | 41,473.00 | 114,205.66 | 165,905.00 | 497,689.00 |
| Sewer Revenue | | | | | |
| 4200 · Customer Service Fees - Sewer | 34,872.80 | 35,416.00 | 140,232.87 | 141,672.00 | 425,000.00 |
| Total Sewer Revenue | 34,872.80 | 35,416.00 | 140,232.87 | 141,672.00 | 425,000.00 |
| Other Revenues | | | | | |
| 4320 · Maintenance Taxes | 750,000.00 | 750,000.00 | 822,000.00 | 822,000.00 | 855,828.00 |
| 4330 · Penalties and Interest | 952.14 | 1,000.00 | 3,256.87 | 4,000.00 | 12,000.00 |
| 4380 · Termination/Reconnection/NSF Fe | 4,674.20 | 1,083.00 | 12,970.77 | 4,336.00 | 13,000.00 |
| 4400 · Transfer/Connection Fees | 467.95 | 83.00 | 827.95 | 336.00 | 1,000.00 |
| 4600 · TCEQ Assessment Fees | -1.13 | 333.00 | 958.02 | 1,336.00 | 4,000.00 |
| 4800 · Customer Service Inspections | 0.00 | 166.00 | 0.00 | 672.00 | 2,000.00 |
| 5380 · Miscellaneous Income | 0.00 | 83.00 | -815.67 | 336.00 | 1,000.00 |
| 5385 · Bank Fees | 0.00 | 4.00 | 0.00 | 18.00 | 50.00 |
| 5386 · Interest Temp Investments | 0.00 | 66.00 | 0.00 | 272.00 | 800.00 |
| 5391 · Interest Income | 4,490.03 | 1,666.00 | 16,872.38 | 6,672.00 | 20,000.00 |
| Total Other Revenues | 760,583.19 | 754,484.00 | 856,070.32 | 839,978.00 | 909,678.00 |
| Total Income | 819,753.67 | 831,373.00 | 1,110,508.85 | 1,147,555.00 | 1,832,367.00 |
| Expense | | | | | |
| Water Expenses | | | | | |
| 6124 · Laboratory Expense | 1,052.90 | 2,200.00 | 3,485.29 | 8,800.00 | 26,400.00 |
| 6126 · Permit Fees | 0.00 | 0.00 | 6,113.90 | 3,500.00 | 3,500.00 |
| 6127 · LSGWCD Fees | 0.00 | 1,708.00 | 19,198.81 | 6,836.00 | 20,500.00 |
| 6130 · TCEQ Regulatory - Water | 0.00 | 0.00 | 0.00 | 0.00 | 1,750.00 |
| 6132 · Operator Fees | 8,899.27 | 52,850.00 | 39,392.98 | 211,400.00 | 634,200.00 |
| 6135 · Repairs & Maintenance | 23,548.09 | 16,250.00 | 99,292.42 | 65,000.00 | 195,000.00 |
| 6136 · Landscape Services - Water | 0.00 | 6,824.00 | 17,375.00 | 27,298.00 | 81,890.00 |
| 6142 · Chemicals | 445.50 | 1,250.00 | 445.50 | 5,000.00 | 15,000.00 |
| 6152 · Utilities | 334.31 | 5,833.00 | 14,390.96 | 23,336.00 | 70,000.00 |
| 6170 · Tap Connection Expense | 4,000.00 | 166.00 | 4,845.00 | 672.00 | 2,000.00 |
| Total Water Expenses | 38,280.07 | 87,081.00 | 204,539.86 | 351,842.00 | 1,050,240.00 |

**River Plantation MUD General Operating Fund
Profit & Loss Budget Performance
January 2024**

| | Jan 24 | Budget | Oct '23 - Jan 24 | YTD Budget | Annual Budget |
|--|-------------------|-------------------|-------------------|-------------------|---------------------|
| Sewer Expenses | | | | | |
| 6201 · Purchased Sewer Service | 14,522.37 | 14,718.00 | 65,362.23 | 58,878.00 | 176,622.00 |
| 6224 · Laboratory Expense | 0.00 | 166.00 | 0.00 | 672.00 | 2,000.00 |
| 6230 · TCEQ Regulatory - Wastewater | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 6232 · Operator Fees | 4,469.26 | 2,291.00 | 19,182.96 | 9,172.00 | 27,500.00 |
| 6235 · Repair and Maintenance | 6,075.11 | 6,250.00 | 17,936.23 | 25,000.00 | 75,000.00 |
| 6236 · Landscape Services - Wastewater | 0.00 | 0.00 | 17,375.00 | 0.00 | 0.00 |
| 6240 · Purchased Drainage | 275.45 | 833.00 | 12,390.17 | 3,336.00 | 10,000.00 |
| 6252 · Utilities | 0.00 | 83.00 | 278.97 | 336.00 | 1,000.00 |
| 6271 · Tap Connection - Wastewater | 2,200.00 | 416.00 | 2,200.00 | 1,672.00 | 5,000.00 |
| 6276 · Maintenance & Repairs - Park | 28,102.86 | 3,333.00 | 33,152.86 | 13,336.00 | 40,000.00 |
| Total Sewer Expenses | 55,645.05 | 28,090.00 | 167,878.42 | 112,402.00 | 339,122.00 |
| Other Expenses | | | | | |
| 6310 · Director Fees | 300.00 | 937.00 | 9,750.00 | 3,754.00 | 11,250.00 |
| 6314 · Payroll Taxes | 22.95 | 93.00 | 745.89 | 381.00 | 1,125.00 |
| 6320 · Legal Fees | 9,004.72 | 16,666.00 | 46,657.43 | 66,672.00 | 200,000.00 |
| 6321 · Auditing Fees | 0.00 | 0.00 | 0.00 | 0.00 | 10,000.00 |
| 6322 · Engineering Fees | 5,352.50 | 6,250.00 | 25,721.25 | 25,000.00 | 75,000.00 |
| 6326 · TCEQ Assessment Fees | 0.00 | 0.00 | 4,076.88 | 0.00 | 0.00 |
| 6330 · Appraisal District Fees | 0.00 | 375.00 | 3,138.00 | 1,500.00 | 4,500.00 |
| 6333 · Bookkeeping Fees | 6,707.46 | 6,833.00 | 28,803.85 | 27,336.00 | 82,000.00 |
| 6337 · Tax Assessor/Collector | 0.00 | 66.00 | 0.00 | 272.00 | 800.00 |
| 6338 · Legal Notices/Other Publication | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 6340 · Office Expense | 36.80 | 833.00 | 36.80 | 3,336.00 | 10,000.00 |
| 6341 · Delivery Expense | 35.00 | 41.00 | 94.15 | 172.00 | 500.00 |
| 6350 · Postage | 0.00 | 375.00 | 0.00 | 1,500.00 | 4,500.00 |
| 6353 · Insurance | 0.00 | 0.00 | 34,156.92 | 32,000.00 | 32,000.00 |
| 6354 · Travel Expense | 635.53 | 175.00 | 1,745.06 | 700.00 | 2,100.00 |
| 6356 · Registration/Membership Fees | 530.00 | 30.00 | 530.00 | 30.00 | 30.00 |
| 6359 · Other Expenses | 317.87 | 625.00 | 1,304.24 | 2,500.00 | 7,500.00 |
| 6360 · AWBD Expense | 0.00 | 58.00 | 0.00 | 236.00 | 700.00 |
| Total Other Expenses | 22,942.83 | 33,357.00 | 156,760.47 | 165,389.00 | 443,005.00 |
| Total Expense | 116,867.95 | 148,528.00 | 529,178.75 | 629,633.00 | 1,832,367.00 |
| Net Ordinary Income | 702,885.72 | 682,845.00 | 581,330.10 | 517,922.00 | 0.00 |
| Net Income | 702,885.72 | 682,845.00 | 581,330.10 | 517,922.00 | 0.00 |

River Plantation MUD STP Fund Profit & Loss Budget Performance January 2024

| | Jan 24 | Budget | Oct '23 - Jan 24 | YTD Budget | Annual Budget |
|--------------------------------|------------------|------------------|-------------------|------------------|-------------------|
| Ordinary Income/Expense | | | | | |
| Income | | | | | |
| 4203 · RP MUD Revenue | 14,522.37 | 14,718.00 | 65,362.23 | 58,878.00 | 176,622.00 |
| 4204 · EPUD Revenue | 13,822.10 | 9,812.00 | 58,601.42 | 39,252.00 | 117,748.00 |
| 4205 · RP CPF Revenue | 6,617.30 | 0.00 | 24,263.43 | 0.00 | 0.00 |
| 5380 · Miscellaneous Income | 0.00 | 0.00 | 3,730.50 | 0.00 | 0.00 |
| 5391 · Interest earned | 0.00 | 4.00 | 38.56 | 18.00 | 50.00 |
| Total Income | 34,961.77 | 24,534.00 | 151,996.14 | 98,148.00 | 294,420.00 |
| Expense | | | | | |
| 6236 · Mowing - Wastewater | 0.00 | 75.00 | 0.00 | 300.00 | 900.00 |
| 6397 · Garbage Expense | 0.00 | 66.00 | 476.86 | 272.00 | 800.00 |
| 6224 · Laboratory Expense | 1,631.30 | 1,083.00 | 4,893.90 | 4,336.00 | 13,000.00 |
| 6226 · Permit Fees | 0.00 | 0.00 | 0.00 | 0.00 | 34,000.00 |
| 6232 · Operator Fees | 1,500.00 | 2,083.00 | 4,593.27 | 8,336.00 | 25,000.00 |
| 6235 · Repair and Maintenance | 10,312.25 | 5,833.00 | 44,892.28 | 23,336.00 | 70,000.00 |
| 6237 · Sludge Removal | 2,736.00 | 2,500.00 | 8,208.00 | 10,000.00 | 30,000.00 |
| 6242 · Chemicals | 2,383.22 | 583.00 | 4,495.22 | 2,336.00 | 7,000.00 |
| 6251 · Telephone | 0.00 | 60.00 | 0.00 | 240.00 | 720.00 |
| 6252 · Utilities | 0.00 | 3,750.00 | 12,354.83 | 15,000.00 | 45,000.00 |
| 6322 · Engineering Fees | 15,592.75 | 4,100.00 | 65,981.50 | 17,200.00 | 50,000.00 |
| 6333 · Bookkeeping Fees | 806.25 | 833.00 | 6,095.84 | 3,336.00 | 10,000.00 |
| 6353 · Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 |
| 6359 · Other Expenses | 0.00 | 0.00 | 4.44 | 0.00 | 0.00 |
| 6395 · Security Service | 0.00 | 250.00 | 0.00 | 1,000.00 | 3,000.00 |
| Total Expense | 34,961.77 | 21,216.00 | 151,996.14 | 85,692.00 | 294,420.00 |
| Net Ordinary Income | 0.00 | 3,318.00 | 0.00 | 12,456.00 | 0.00 |
| Net Income | 0.00 | 3,318.00 | 0.00 | 12,456.00 | 0.00 |

River Plantation MUD Joint Drainage Fund Profit & Loss Budget Performance January 2024

| | Jan 24 | Budget | Oct '23 - Jan 24 | YTD Budget | Annual Budget |
|------------------------------------|---------------|-----------------|------------------|-----------------|------------------|
| Ordinary Income/Expense | | | | | |
| Income | | | | | |
| 4203 · RP MUD Revenue | 275.44 | 833.00 | 12,300.17 | 3,336.00 | 10,000.00 |
| 4204 · EPUD Revenue | 275.45 | 833.00 | 12,300.18 | 3,336.00 | 10,000.00 |
| 4205 · RP CPF Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5391 · Interest Earned on Checking | 0.00 | 4.00 | 0.00 | 18.00 | 50.00 |
| Total Income | 550.89 | 1,670.00 | 24,600.35 | 6,690.00 | 20,050.00 |
| Expense | | | | | |
| 6235 · Repair and Maintenance | 0.00 | 301.00 | 6,500.00 | 1,208.00 | 3,616.00 |
| 6252 · Utilities | 34.24 | 29.00 | 112.49 | 118.00 | 350.00 |
| 6315 · Mowing | 0.00 | 410.00 | 0.00 | 1,720.00 | 5,000.00 |
| 6322 · Engineering Fees | 0.00 | 410.00 | 13,432.75 | 1,720.00 | 5,000.00 |
| 6333 · Bookkeeping Fees | 516.65 | 500.00 | 4,520.82 | 2,000.00 | 6,000.00 |
| 6359 · Other Expenses | 0.00 | 7.00 | 34.29 | 28.00 | 84.00 |
| Total Expense | 550.89 | 1,657.00 | 24,600.35 | 6,794.00 | 20,050.00 |
| Net Ordinary Income | 0.00 | 13.00 | 0.00 | -104.00 | 0.00 |
| Net Income | 0.00 | 13.00 | 0.00 | -104.00 | 0.00 |

**River Plantation MUD
Comparison of TCEQ Approved Estimates
with Actual Costs - Series 2022 Bonds
February 22, 2024**

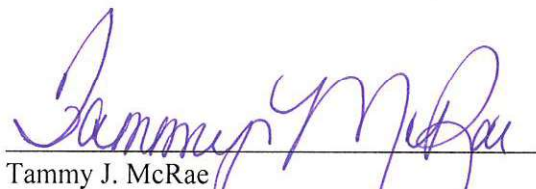
| <u>CONSTRUCTION COSTS</u> | <u>Approved Estimates</u> | <u>District Expenditure</u> | <u>Over Under</u> |
|--|-------------------------------|---------------------------------|-----------------------|
| District Items | | | |
| WWTF Rehab Phase 1 | \$ 625,000 | \$ 29,777.85 | (595,222.15) |
| WWTF Electrical Upgrades | 615,000 | 24,282.71 | (590,717.29) |
| WP No. 3 Electrical Upgrades | 72,500 | 71,888.90 | (611.10) |
| WP No. 2 Recoating | 178,500 | 108,817.80 | (69,682.20) |
| Fire Hydrant & Valve Survey | 50,757 | 0.00 | (50,757.00) |
| Fire Hydrant & Valve Rehab | 152,500 | 0.00 | (152,500.00) |
| Sanitary Clean & Televis | 326,177 | 156,698.73 | (169,478.27) |
| Sanitary Sewer Rehab Phase 1 | 382,896 | 940,558.68 | 557,662.68 |
| Sanitary Sewer Rehab Phase 2 | 367,898 | 474,400.00 | 106,502.00 |
| Sanitary Sewer Rehab Phase 3 | 366,682 | 0.00 | (366,682.00) |
| Sanitary Manhole Rehab Phase 1 | 390,785 | 22,616.88 | (368,168.12) |
| Storm Sewer Clean & Televis | 28,538 | 87,364.37 | 58,826.37 |
| Channel Survey & Evaluation | 50,000 | 0.00 | (50,000.00) |
| Storm Sewer Rehab Phase 1 | 389,889 | 378,971.64 | (10,917.36) |
| Storm Sewer Rehab Phase 2 | 390,847 | 77,841.00 | (313,006.00) |
| Mosswood Ditch Rehab Phase 1 | 559,825 | 97,049.79 | (462,775.21) |
| Contingency | 954,015 | 70,945.25 | (883,069.75) |
| <u>NON-CONSTRUCTION COSTS</u> | | | |
| Legal Fees | 238,500 | 208,500.00 | (30,000.00) |
| Financial Advisory Fee | 139,000 | 139,000.00 | 0.00 |
| Capitalized Interest | 347,500 | 302,225.00 | (45,275.00) |
| Bond Discount | 208,500 | 130,578.50 | (77,921.50) |
| Bond Issuance Expense | 35,366 | 102,596.41 | 67,230.41 |
| Bond Application Report Costs | 55,000 | 55,000.00 | 0.00 |
| Attorney General | 6,950 | 6,950.00 | 0.00 |
| TCEQ Bond Issuance Fee | 17,375 | 17,375.00 | 0.00 |
| Contingency | 0 | 0.00 | 0.00 |
| TOTAL | \$ 6,950,000 | \$ 3,503,438.51 | (3,446,561.49) |
| Proceeds from Bond Sale | \$ 6,950,000.00 | | |
| Transfer to GOF, 1/25/24 | (164,489.49) | | |
| Interest income/bank service charges | 397,178.30 | | |
| Expenditures | <u>(3,503,438.51)</u> | | |
| Total funds remaining - Series 2022 | \$ 3,679,250.30 | | |

Tammy J. McRae
Montgomery County
Tax Assessor-Collector

Monthly Tax Collection Report
For the month of January 2024

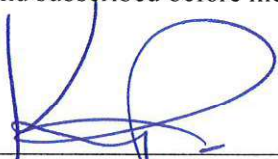
River Plantation MUD

| | <u>MTD</u> | <u>YTD</u> |
|--|----------------------|------------------------|
| 2023 Base Tax | \$ 389,413.11 | \$ 1,212,104.59 |
| 2023 Penalty & Interest | - | - |
| Prior Years Base Tax | 3,383.04 | 17,261.32 |
| Prior Years Penalty & Interest | 776.36 | 4,155.19 |
| Reversals (Refunds, Returned Items, Transfers) | (6,084.92) | (8,005.75) |
| Collection Fee | - | (472.00) |
| 5% Rendition Fee | (0.36) | (0.36) |
| | | |
| Total Collections | <u>\$ 387,487.23</u> | <u>\$ 1,225,042.99</u> |

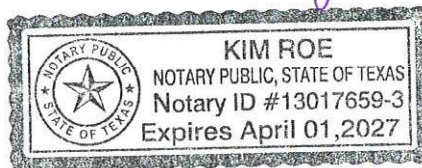


Tammy J. McRae
Montgomery County Tax Assessor-Collector

Sworn to and subscribed before me on the 2nd day of February, 2024.



Notary Public in and for the State of Texas



TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 01/01/2024 TO 01/31/2024

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2023 END: 09/30/2024 JURISDICTION: 0412 RIVER PLANTATION MUD

| | CERT TAXABLE VALUE | ADJUSTMENTS | ADJ TAX VALUE | TAX RATE | TAX LEVY | PAID ACCTS |
|--------------|--------------------|-------------|---------------|-------------|--------------|------------|
| | ----- | ----- | ----- | ----- | ----- | ----- |
| CURRENT YEAR | 200,831,428 | 21,988,594 | 222,820,022 | 0 00.650000 | 1,448,345.17 | 1,040 |
| | ----- | ----- | ----- | ----- | ----- | ----- |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|------|--------------|-----------|----------------|------------|--------------|------------|--------|------------|
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| 2023 | 1,305,419.11 | .00 | 142,926.06 | 383,328.19 | 1,205,330.02 | 243,015.15 | 83.22 | 0.00 |
| 2022 | 37,688.59 | .00 | 913.12- | 3,383.04 | 11,755.91 | 25,019.56 | 31.97 | 0.00 |
| 2021 | 7,260.07 | .00 | 0.00 | 0.00 | 1,885.51 | 5,374.56 | 25.97 | 0.00 |
| 2020 | 4,311.66 | .00 | 0.00 | 0.00 | 1,250.33 | 3,061.33 | 29.00 | 0.00 |
| 2019 | 2,559.29 | .00 | 0.00 | 0.00 | 509.28 | 2,050.01 | 19.90 | 0.00 |
| 2018 | 2,211.85 | .00 | 0.00 | 0.00 | 509.28 | 1,702.57 | 23.03 | 0.00 |
| 2017 | 1,556.87 | .00 | 0.00 | 0.00 | 140.97 | 1,415.90 | 9.05 | 0.00 |
| 2016 | 1,136.95 | .00 | 0.00 | 0.00 | 0.00 | 1,136.95 | | 0.00 |
| 2015 | 662.76 | .00 | 0.00 | 0.00 | 0.00 | 662.76 | | 0.00 |
| 2014 | 304.19 | .00 | 0.00 | 0.00 | 0.00 | 304.19 | | 0.00 |
| 2013 | 282.53 | .00 | 0.00 | 0.00 | 0.00 | 282.53 | | 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 | | 0.00 |
| 2007 | 12.62 | .00 | 0.00 | 0.00 | 0.00 | 12.62 | | 0.00 |
| 2006 | 13.54 | .00 | 0.00 | 0.00 | 0.00 | 13.54 | | 0.00 |
| 2005 | 18.02 | .00 | 0.00 | 0.00 | 0.00 | 18.02 | | 0.00 |
| 2004 | 19.24 | .00 | 0.00 | 0.00 | 0.00 | 19.24 | | 0.00 |
| 2003 | 67.70 | .00 | 0.00 | 0.00 | 0.00 | 67.70 | | 0.00 |
| 2002 | 0.00 | .00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 |
| **** | 1,363,591.03 | .00 | 142,012.94 | 386,711.23 | 1,221,381.30 | 284,222.67 | | 0.00 |
| CURR | 1,305,419.11 | .00 | 142,926.06 | 383,328.19 | 1,205,330.02 | 243,015.15 | | 0.00 |
| DELO | 58,171.92 | .00 | 913.12- | 3,383.04 | 16,051.28 | 41,207.52 | | 0.00 |

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|------|-------|----------|------------|----------------|------------------|------------|----------------|----------|------------|---------------|----------------|
| 2023 | M & O | .400000 | 235,893.80 | .00 | .00 | .00 | 235,893.80 | .00 | .00 | .00 | 235,893.80 |
| | I & S | .250000 | 147,434.39 | .00 | .00 | .00 | 147,434.39 | .00 | .00 | .00 | 147,434.39 |
| | TOTAL | .650000 | 383,328.19 | .00 | .00 | .00 | 383,328.19 | .00 | .00 | .00 | 383,328.19 |
| 2022 | M & O | .270000 | 1,756.58 | .00 | 403.12 | .00 | 2,159.70 | 817.13 | .00 | .00 | 2,976.83 |
| | I & S | .250000 | 1,626.46 | .00 | 373.24 | .00 | 1,999.70 | .00 | .00 | .00 | 1,999.70 |
| | TOTAL | .520000 | 3,383.04 | .00 | 776.36 | .00 | 4,159.40 | 817.13 | .00 | .00 | 4,976.53 |
| ALL | M & O | | 237,650.38 | .00 | 403.12 | .00 | 238,053.50 | 817.13 | .00 | .00 | 238,870.63 |
| ALL | I & S | | 149,060.85 | .00 | 373.24 | .00 | 149,434.09 | .00 | .00 | .00 | 149,434.09 |
| ALL | TOTAL | | 386,711.23 | .00 | 776.36 | .00 | 387,487.59 | 817.13 | .00 | .00 | 388,304.72 |
| DLO | M & O | | 1,756.58 | .00 | 403.12 | .00 | 2,159.70 | 817.13 | .00 | .00 | 2,976.83 |
| DLO | I & S | | 1,626.46 | .00 | 373.24 | .00 | 1,999.70 | .00 | .00 | .00 | 1,999.70 |
| DLO | TOTAL | | 3,383.04 | .00 | 776.36 | .00 | 4,159.40 | 817.13 | .00 | .00 | 4,976.53 |
| CURR | M & O | | 235,893.80 | .00 | .00 | .00 | 235,893.80 | .00 | .00 | .00 | 235,893.80 |
| CURR | I & S | | 147,434.39 | .00 | .00 | .00 | 147,434.39 | .00 | .00 | .00 | 147,434.39 |
| CURR | TOTAL | | 383,328.19 | .00 | .00 | .00 | 383,328.19 | .00 | .00 | .00 | 383,328.19 |

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 01/01/2024 THRU 01/31/2024
JURISDICTION: 412 RIVER PLANTATION MUD

INCLUDES AG ROLLBACK

| YEAR DEPOSIT | ACCOUNT NUMBER | EFF YR/MO | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | ATTORNEY CAUSE /REV | REFUND AMOUNT | PAYMENT AMOUNT |
|--------------|-----------------|--------------|--------------|-------------------|---------------------|---------------------|------------------|-------------------|
| | 2022 TOTAL | | 3,383.04 | 0.00 | 776.36 | 817.13 | 0.00 | 4,976.53 |
| | 2023 TOTAL | | 389,413.11 | 0.00 | 0.00 | 0.00 | 0.00 | 389,413.11 |
| | TOTAL PAYMENTS | | 392,796.15 | 0.00 | 776.36 | 817.13 | 0.00 | 394,389.64 |
| | 2023 TOTAL | | 6,084.92- | 0.00 | 0.00 | 0.00 | 0.00 | 6,084.92- |
| | TOTAL REVERSALS | | 6,084.92- | 0.00 | 0.00 | 0.00 | 0.00 | 6,084.92- |
| | TOTAL FOR UNIT | | 386,711.23 | 0.00 | 776.36 | 817.13 | 0.00 | 388,304.72 |

MONTGOMERY COUNTY

Rendition Commission Distribution Detail from 01/01/2024 to 01/31/2024

Date: 02/02/2024 15:44:51

County Code: 170

Tax Unit Page: 1 of 1

Tax Unit: 412 RIVER PLANTATION MUD

| Account No. | Year | Deposit | Levy Collected | Rendition Penalty | P & I Collected | Rendition P & I | Appraisal Commission | Disbursement Amount |
|---|------|--------------|----------------|-------------------|-----------------|-----------------|----------------------|---------------------|
| 1910018034475 | 2023 | RTL010924KG1 | 78.65 | 7.15 | 0.00 | 0.00 | 0.36 | 78.29 |
| Total for 2023 | | | 78.65 | 7.15 | 0.00 | 0.00 | 0.36 | 78.29 |
| Total for Tax Unit 412 RIVER PLANTATION MUD | | | 78.65 | 7.15 | 0.00 | 0.00 | 0.36 | 78.29 |

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Order Levying Additional Penalty for Delinquent Taxes

The board of directors (“Board”) of River Plantation Municipal Utility District (“District”) met at the Board’s regular meeting place on February 22, 2024, with a quorum of directors present, as follows:

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

and the following absent:

None

when the following business was transacted:

The order set out below was introduced and considered by the Board. It was then moved, seconded and unanimously carried that the following order be adopted.

WHEREAS, the Board of the District has heretofore levied and directed that there be assessed an ad valorem tax upon all taxable property within the District for the year 2023 and directed further that all taxes not paid by February 1, 2024, shall become delinquent and shall be subject to a penalty and shall bear interest as heretofore ordered by the Board;

WHEREAS, the Board previously engaged the firm that collects delinquent taxes for Montgomery County, Perdue, Brandon, Fielder, Collins & Mott, L.L.P. (the “Delinquent Tax Attorney”), to represent the District in collection of delinquent taxes owed to the District;

WHEREAS, the Board is authorized by law to provide that taxes imposed upon tangible personal property that become delinquent on or after February 1 and that remain

delinquent on April 1 of the year in which they become delinquent incur an additional penalty to defray the costs of collection, which additional penalty shall not exceed twenty percent (20%) of the amount of taxes, penalty and interest due;

WHEREAS, the Board is authorized by law to provide that taxes other than those on tangible personal property that become delinquent on or after February 1 of a year but not later than May 1 of that year and that remain delinquent on July 1 of the year in which they become delinquent incur an additional penalty to defray costs of collection, which additional penalty shall not exceed twenty percent (20%) of the amount of taxes, penalty, and interest due;

WHEREAS, the Board is also authorized by law to provide that taxes that become delinquent on or after June 1 under Sections 25.16(e), 31.03, 31.031, 31.032, 31.04 or 42.42 of the Texas Property Tax Code incur an additional penalty to defray costs of collection, which additional penalty shall not exceed twenty percent (20%) of the amount of taxes, penalty and interest due;

NOW, THEREFORE, be it ordered by the Board of the District as follows:

I.

All of the facts recited in the preamble of this order are hereby found and declared to be true and correct.

II.

All taxes of the District imposed upon tangible personal property that become delinquent on or after February 22, 2024, and that remain delinquent on April 1, 2024, shall incur an additional penalty to defray costs of collection. The amount of the additional penalty shall be twenty percent (20%) of the amount of taxes, penalty and interest due. The tax assessor-collector for the District is hereby directed to deliver to the property owner a notice of delinquency and of the additional penalty levied in Article II of this order. The notice shall be delivered at least thirty

(30) and not more than sixty (60) days before April 1, 2024, and the notice shall be delivered in compliance with Texas Property Tax Code Subsection 33.11(f).

III.

All taxes of the District other than those imposed upon tangible personal property that become delinquent on or after February 1, 2024 but not later than May 1, 2024 and that remain delinquent on July 1, 2024, shall incur an additional penalty to defray costs of collection. The amount of the additional penalty shall be twenty percent (20%) of the amount of taxes, penalty, and interest due. The tax assessor-collector for the District is hereby directed to deliver to the property owner a notice of delinquency and of the additional penalty levied in this Article III of this order, said notice to be delivered at least thirty (30) and not more than sixty (60) days before July 1, 2024.

IV.

All taxes of the District that become delinquent on or after June 1 of the year in which they become delinquent under Section 25.16(e), 31.03, 31.031, 31.032, 31.04 or 42.42 of the Texas Property Tax Code shall incur an additional penalty to defray costs of collection. The tax assessor-collector for the District is hereby directed to deliver to the property owner a notice of the delinquency and of the additional penalty at any time after the taxes become delinquent as described in this Article IV. The amount of the additional penalty shall be twenty percent (20%) of the amount of taxes, penalty and interest due, and such additional penalty shall be incurred on the first day of the first month that begins at least twenty-one (21) days after the date such notice is sent.

V.

The tax assessor-collector for the District and the Delinquent Tax Attorney are hereby authorized and instructed to collect the additional penalty imposed in Articles II, III and IV hereof upon the basis of this order.

VI.

The President or Vice President is authorized to execute and the Secretary or Assistant Secretary to attest this order on behalf of the Board and the District, and to do any and all things appropriate or necessary to give effect to the intent hereof.

Passed, ordered, and approved, this February 22, 2024.

JULIE GILMER

President

ATTEST:

BETTY BROWN

Secretary

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 Order Levying Additional Penalty for Delinquent Taxes and minute entry showing its adoption at the Board's regular meeting held on February 22, 2024, the originals of which order and minutes are on file in the official minute book of the Board, 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 said District, this February 22, 2024.

Secretary



RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Resolution Affirming Identity Theft Prevention Program

The Board of Directors (“Board”) of River Plantation Municipal Utility District (“District”) met on February 22, 2024, with a quorum of directors present, as follows:

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

and the following absent:

None

when the following business was transacted:

Whereas, pursuant to federal law, the Federal Trade Commission adopted Identity Theft Rules requiring the creation of certain policies relating to the use of consumer reports, address discrepancies and the detection, prevention, and mitigation of identity theft; and

Whereas, the Federal Trade Commission regulations, adopted as 16 CFR § 681.1, require creditors, as defined by 15 U.S.C. § 1681m(e)(4), to adopt red flag policies to prevent and mitigate identity theft with respect to covered accounts; and

Whereas, 15 U.S.C. § 1691a, defines a creditor as a person that extends, renews, or continues credit, and defines “credit” in part as the right to purchase property or services and defer payment therefor; and

Whereas, the District is a creditor with respect to 16 CFR § 681.1 by virtue of providing water supply and wastewater treatment services and accepting payment in arrears; and

Whereas, the Federal Trade Commission regulations define “covered account,” in part, as an account that a creditor provides for personal, family or household purposes that is

designed to allow multiple payments or transactions and specify that a utility account is a covered account; and

Whereas, the Federal Trade Commission regulations require each creditor to adopt an Identity Theft Prevention Program which will use red flags to detect, prevent and mitigate identity theft-related information used in covered accounts; and

Whereas, the District adopted an Identity Theft Prevention Program (the “Program”) in 2009 which requires an annual review by the Board of Directors to reaffirm or modify the Program and an annual acknowledgement by an authorized representative of the District’s Program Administrator of said reaffirmation or modification; and

Whereas, the Board has reviewed its Identity Theft Prevention Program and has determined that the policy should remain in effect with no changes; and

Whereas, an authorized representative of the District’s Program Administrator publicly acknowledged said review and reaffirmation which acknowledgment is noted in the official minutes of the District.

NOW, THEREFORE, be it resolved by the Board of Directors of the District as follows:

1. In accordance with 16 CFR § 681.1 and the District’s Identity Theft Prevention Program, the Board has reviewed the Identity Theft Prevention Program.
2. The Board has determined that the Identity Theft Prevention Program of the District is appropriate for the District’s purposes and should not be changed but should be reaffirmed.
3. An authorized representative of the District’s Program Administrator has acknowledged said review and reaffirmation.

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

JULIE GILMER

President

ATTEST:

BETTY BROWN

Secretary



I, the undersigned Officer of the Board of Directors of River Plantation Municipal Utility District, hereby certify that the foregoing is a true and correct copy of the Resolution Affirming Identity Theft Prevention Program adopted by said Board at its meeting on February 22, 2024, and a minute entry of that date showing the adoption thereof, the original of which resolution appears in the minute book of said 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 seal of said District, this February 22, 2024.

Secretary



RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Order Adopting Rules and Regulations for District Parks, Recreational Areas
and District Property, Facilities, Easements and Rights-of-Way

On February ~~24~~22, ~~2022~~2024, the Board of Directors (“Board”) of River Plantation Municipal Utility District (“District”) met at its regular meeting place, with a quorum of directors present, as follows:

- Julie Gilmer, President
- Timothy Goodman, Vice President
- Betty Brown, Secretary
- Karl Sakocius, Assistant Secretary
- Thomas Vandever, Treasurer

- ~~Julie Gilmer, President~~
- ~~Timothy Goodman, Vice President~~
- ~~Thomas Vandever, Treasurer~~
- ~~Mark A. Robin, Assistant Secretary~~

and the following were absent:

- None
- ~~Gerard W. Smith, Secretary~~

when the following business was transacted:

The order set out below was introduced for the Board’s consideration. It was duly 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:

The order hereinafter set forth shall become effective on February ~~24~~22, ~~2022~~2024.

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RIVER PLANTATION MUNICIPAL UTILITY DISTRICT
RULES AND REGULATIONS FOR
DISTRICT PARKS, LAKES, RECREATIONAL AREAS AND
DISTRICT PROPERTY, FACILITIES, EASEMENTS AND RIGHTS-OF-WAY

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MISSION STATEMENT

In pursuit of an enhanced quality of life through a greater opportunity for recreational activity, River Plantation Municipal Utility District seeks to develop and maintain versatile parks and recreational facilities for its residents and further seeks to preserve the health and well-being of its residents.

RULES

Section 1: **AUTHORITY.** These rules and regulations (“Rules”) have been adopted under the authority of Section 54.205 of the Texas Water Code and previous orders of the Board of Directors of River Plantation Municipal Utility District.

Section 2: **ADMINISTRATION.** The Board of Directors of River Plantation Municipal Utility District, along with the Montgomery County Sheriff, the Montgomery County Precinct 2 Constable and their respective deputies, shall enforce these Rules.

Section 3: **AREA COVERED.** These Rules apply to all existing and future parks and recreational facilities of the District, including the property comprising the former Charleston course, and related areas developed and maintained pursuant to the Texas Water Code, together with such additional land as may be designated as parks and recreational facilities by the District, and to all District property, facilities, easements and rights-of-way.

Section 4: **DEFINITIONS.** As used in these Rules:

a. “Alcoholic Beverage” means any beverage containing more than one-half of one percent (.5%) of alcohol by volume, which is suitable for use as a beverage, either alone or diluted;

b. “Board” means the Board of Directors of River Plantation Municipal Utility District;

c. “Cart Paths” means the asphalt or concrete paths approximately five feet in width within the Recreational Facilities and constructed for the purpose of the operation of a Golf Cart.

d. “County” means Montgomery County, Texas;

e. “District” means River Plantation Municipal Utility District;

f. “District Property” means any water plant site, wastewater treatment plant site, lift station site, detention pond, drainage facility, easement or right-of-way owned or used by the

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District in performing its responsibilities as a Texas municipal utility district, including facilities and improvements located thereon;

g. “Explosives” means any chemical compound or mixture that is commonly used or intended for the purpose of producing an explosion;

h. “Golf Cart” means a small motorized vehicle designed for the purpose of transporting golfers and their golf equipment with a dry weight of less than 1,000 pounds.

i. “Parks” means all existing and future park and recreational facilities of the District, including the property comprising the former Charleston course, and related areas and developed and maintained pursuant to the Texas Water Code, together with such additional land as may be designated as parks and recreational facilities by the District;

j. “Peace Officers” means sheriffs and their deputies, constables and deputy constables, and all other peace officers as defined in Article 2.12 of the Texas Code of Criminal Procedure, as amended;

k. “Pet” means a domesticated animal kept for pleasure rather than utility;

l. “Recreational Areas” means any Parks or other areas, whether within or outside the District’s boundaries, that have been designated by the District for recreational use by residents of the District and the public;

m. “Road” means any road maintained or controlled by the County or other entity for the public passage of vehicles;

n. “Special Event” means an organized activity intended for more than twenty five (25) persons to share a common purpose as a group;

o. “Vehicle” means every motor-driven device in, upon, or by which any person or property is or may transported or drawn upon a road except devices moved by human power;

p. “Weapon” means a rifle, handgun, pistol, bow and arrow, shotgun, gas gun or gas pistol, BB gun or BB pistol, pellet gun or pellet pistol, sling or sling shot; and

q. “Wildlife” means living things that are neither human nor domesticated.

Section 5: HOURS OPEN. Unless otherwise posted, the Recreational Areas shall be open from sunrise to sundown. No person shall enter into or remain within the Recreational Areas at any other time without prior written approval of the Board.

Section 6: **MOTORIZED VEHICLES AND GOLF CARTS.**

a. No person shall operate a Vehicle, other than a Golf Cart in the manner permitted herein, within the Recreational Areas or District Property except on any Road or associated parking lots. Operation of a Vehicle on the shoulder of a Road will be limited to driving thereon for the purpose of parking on the shoulder of the Road or driving a parked Vehicle from the shoulder of the Road to the paved portion of the Road. This provision does not apply to any Vehicle making deliveries of material, supplies and equipment purchased or rented by the District;

b. No person shall operate or cause or participate in the operation of a Vehicle other than a Golf Cart on a Cart Path within the Recreational Facilities other than on a designated Road or within designated Parking Areas.

c. No person shall operate or cause or participate in the operation of a Vehicle including a Golf Cart at a speed in excess of ten (10) miles per hour.

d. No person shall operate or cause or participate in the operation of a Vehicle including a Golf Cart in a manner which causes damage to District facilities or improvements.

e. No person shall operate or cause or participate in the operation of a Vehicle including a Golf Cart in a manner which is unsafe, reckless, or may cause harm to themselves or to others who are present on District property.

f. No person shall cause a Vehicle to be parked within the Recreational Areas except in a designated parking area. Vehicles parked on the shoulder of a Road in designated areas must be parked parallel to the Road. This provision does not apply to any Vehicle making deliveries of materials, supplies and equipment purchased or rented by the District; and

g. No person shall cause a Vehicle to remain within the Recreational Areas after hours unless one of the officers named in Section 2 above is notified; provided, however, that in no event shall any person cause a Vehicle to remain within the Recreational Areas in excess of twenty-four (24) hours at any given time. Vehicles remaining within the Recreational Areas for which notification has not been received will be towed and placed in storage by Peace Officers at the owner's expense.

h. No person shall operate a Vehicle including a Golf Cart within the Recreational Facilities who does not hold a valid driver's license, or learner's permit if accompanied by a licensed driver at least twenty-one (21) years of age.

i. The operation of a Golf Cart is permitted within the Recreational Facilities on Cart Paths only. Operation of a Golf Cart outside of the Cart Paths is prohibited. The operation of a Golf Cart within the Recreational Facilities is subject to all rules and regulations herein, including but not limited to Section 6 (a)-(h).

Section 7: **WILDLIFE.** No person shall willfully feed, harm, harass, trap, confine, catch, or possess any Wildlife within the Recreational Areas.

Section 8: **PLANT LIFE.** No person shall willfully destroy or remove any tree, shrub, vine, wildflower, grass, fern, moss, leaves, cones, or dead or downed wood within the Recreational Areas except with prior written approval of the Board.

Section 9: **FIRES.** No person may light, build or maintain a fire within the Recreational Areas other than within a camp stove and/or barbecue pit. If a burn ban has been enacted by the District, fire is prohibited in all areas.

Section 10: **SMOKING.** No person shall light, burn or smoke any cigar, pipe, cigarette, electronic cigarette (e-cigarette) or other device used for smoking or delivering tobacco or nicotine or any other legal substance within the Recreational Areas.

Section 11: **WEAPONS.** No person other than a Peace Officer or a person duly licensed by the State of Texas may carry or possess a weapon within the Recreational Areas. The unlawful possession or discharge of weapons within the Recreational Areas is prohibited.

Section 12: **EXPLOSIVES.** No person may possess gun powder or other combustibles, explosives or fireworks within the Recreational Areas. Provided, however, that this provision does not apply to gasoline and other petroleum products in fuel tanks of Vehicles or to petroleum products intended to be used as fuel for cooking.

Section 13: **ANIMALS.** No person may bring into or possess in the Recreational Areas any Pet or other animal other than a dog or domestic cat, except in areas clearly marked “off-leash.” Any person bringing a dog or domestic cat into the Recreational Areas shall keep such dog or domestic cat confined to a vehicle or secured by a leash not exceeding fifteen (15) feet in length. Each person who brings a Pet or other animal of any kind into the Recreational Areas is responsible for the prompt clean up and disposal of any Pet or animal waste in an appropriate trash receptacle.

Section 14: **GLASS BEVERAGE CONTAINERS.** No person shall use any glass beverage containers in the Recreational Areas. This provision shall not apply to baby bottles, baby food jars, glass lined thermos bottles and glass lined picnic beverage coolers.

Section 15: **ALCOHOLIC BEVERAGES.** No person shall consume an Alcoholic Beverage in the Recreational Areas.

Section 16: **USE OF LOUDSPEAKERS.** No person shall use any loudspeaker, public address system or amplifier within the Recreational Areas without prior written permission from the Board.

Section 17: **DUMPING AND LITTERING.** All persons shall dispose of trash associated with use of the Recreational Areas in an appropriate trash receptacle. No person shall bring into the Recreational Areas or District Property any trash, refuse or waste material. Disposal of household or commercial waste, trash or refuse using any of the District’s trash receptacles is prohibited.

Section 18: **ADVERTISING.** No person shall place, erect or attach any structure, sign, bulletin board, post, pole or advertising device of any kind whatsoever, or attach any notice, bill,

poster, sign, wire, rod or cord to any tree, shrub, fence, railing, post or structure, in the Recreational Areas.

Section 19: SOLICITING AND SALES. No person shall solicit funds or donations, or sell or offer to sell services or goods or distribute circulars in the Recreational Areas. This rule does not apply to the following:

- a. Persons soliciting donations or conducting fund-raising events for and on behalf of non-profit organizations who have secured prior written permission from the Board;
- b. Concessionaires and persons employed by concessionaires when selling goods or services, or charging for amusements, pursuant to written authority of the Board; and
- c. Fees, including reasonable security deposits, for the use of specific Recreational Areas as may be established by the Board from time to time.

Section 20: CAMPING. No person shall engage in overnight camping in the Recreational Areas except with prior written approval of the Board.

Section 21: SUPERVISION OF CHILDREN. Children under 13 years of age must be supervised by an adult at all times.

Section 22: NUISANCE: No person shall use profanity or vulgar language within the Recreational Areas. No person shall use any threatening, abusive, or insulting language or language otherwise constituting "fighting words." No person shall commit any obscene, lewd or indecent act or create a nuisance of any kind. No person shall disturb in any manner any picnic, meeting, service, concert, exercise or exhibition.

Section 23: SPECIAL EVENTS. No person or organization shall solicit for, hold or sponsor a Special Event in the Recreational Areas without submitting a completed Application for Use for Special Event form and the prior written permission of the Board, who may require the providing of liability insurance in the amounts of \$100,000 for each person, \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property, naming the District as insured, and the furnishing of one or more Peace Officers. The opinion of the Board as to whether or not insurance will be required and as to the required number of Peace Officers shall be final and binding.

Section 24: EMERGENCY BURN BAN. The Board may, at its sole discretion, find and determine that drought conditions exist in the District, or in the vicinity of the District, and that such drought conditions create an elevated danger of fire in the Recreational Areas or District Property that constitutes a hazard to public health and safety and an emergency.

After making such findings, the Board may impose a temporary emergency burn ban to prohibit charcoal fires, open fires, fireworks, outdoor use of inflammable materials and other conduct that could result in a fire, such burn ban to be applicable to and effective on all Recreational Areas and District Property.

Imposition of a burn ban by the Board shall have the effect of an immediate, temporary

suspension of any and all authority for fires, fireworks and use of combustible materials as provided in Sections 9, 10 and 12 of these Rules until termination of the burn ban by the Board.

Notice of a District emergency burn ban shall be provided by signs, flyers, public service announcements and any other means necessary to call public attention to the burn ban, the conditions that constitute an emergency, and penalties that may result from violations of the burn ban. Notice of termination of a burn ban shall be provided by the same means.

Section 25: VIOLATIONS; REWARDS. No person shall use any portion of the Recreational Areas or District Property for any purpose other than the purpose for which it was designed or designated. The District will pay a reward of up to \$1,000 for information leading to the arrest of persons responsible for vandalism or destruction of any portion of the Recreational Areas or District Property.

Section 26: PENALTIES. Compliance with these Rules and state and federal law is a condition of the use of the Recreational Areas. Pursuant to the authority granted by Sections 49.004 and 54.205 of the Texas Water Code, as amended, the Board may seek reasonable penalties for the failure of any person to comply with these Rules and laws, which penalties shall not exceed the jurisdiction of a justice court as provided in Section 27.031 of the Texas Government Code, as amended, currently up to \$20,000.00. Such penalties may be sought for each violation of these Rules and for each day of a continuing violation and shall be in addition to any other penalties provided by state or federal law and may be enforced by complaints filed in the appropriate court of jurisdiction in the County. In any suit to enforce these Rules, the District shall seek to recover reasonable fees for attorneys and expert witnesses and other costs incurred by the District. [The Board may adopt a schedule of penalties solely for its own use and guidance in levying penalties prescribed herein.](#)

Section 27: SANCTIONS. Compliance with these Rules and state and federal laws is a condition to the use of the Recreational Areas.

a. The authorities designated in Section 2 above to enforce these Rules are hereby authorized to notify any person who fails or refuses to comply with these Rules or applicable state or federal laws to depart from the Recreational Areas.

b. Any person who fails to depart upon such notification shall be subject to prosecution under Section 30.05 of the Texas Penal Code for criminal trespass, in addition to other punishment or prosecution for any other crime.

c. A person who fails to comply with these Rules is subject to civil penalties of currently up to \$20,000, for each violation and for each day of a continuing violation, together with attorneys' fees, expert witness fees and costs, as provided in Section 49.004 of the Texas Water Code, as amended. These penalties shall be in addition to any other penalties provided by state or federal law and may be enforced by complaints filed in the appropriate court of jurisdiction in the County.

d. In the event of a violation of these Rules, a violation notice shall be issued to the person responsible for the violation, and the Board shall conduct a hearing on the violation and imposition of a penalty.

e. Any person witnessing any concerning action or discovery of any concerning situation should immediately notify a District constable or any other Peace Officers on duty, the District's General Manager or a member of the Board.

Section 28: APPLICABILITY AND WAIVER. The Board may, at its sole discretion, waive any portion of the Rules, for any reason, including but not limited to as necessary to facilitate perform District functions including for work being performed on behalf of the District by employees, ~~or~~ contractors, or subcontractors of the District.

Section ~~28~~29: EFFECT ON EXISTING LAW. These Rules are in addition to, and not in lieu of, all state and federal laws and other rules and regulations applicable within the Recreational Areas and District Property.

Section ~~29~~30: SEVERABILITY. The provisions of these Rules are severable. If any word, phrase, clause, sentence, section, provision or part of these Rules should be held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the Board that these Rules would have been adopted as to the remaining portions, regardless of the invalidity of any part.

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Section ~~30~~31: AMENDMENTS. These Rules may be reviewed and amended from time to time by the Board.

Section ~~31~~32: POSTING: A summary of these Rules shall be conspicuously posted at or near the entrances to the Recreational Areas, and a copy or an excerpt of these Rules shall be provided to any person who requests a copy and to any person who submits an Application for Use for Special Event of the Recreational Areas.

Section ~~32~~33: EFFECTIVE DATE: These Rules shall become effective and enforceable five days after the first publication of the notice of adoption or any amendment of these Rules, as provided in Sections 54.207 and 54.208 of the Texas Water Code.

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

Passed and adopted this ~~24th~~22th day of February, ~~2022~~2024.

JULIE GILMER

President

ATTEST:

MARK A. ROBIN

Secretary

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 Order Adopting Rules and Regulations for District Parks, Recreational Areas and District Property, Facilities, Easements and Rights-of-Way adopted by said Board at its meeting of February ~~24th~~, ~~2022~~2024, and a minute entry of that date showing the adoption thereof, the original of which resolution appears in the minute book of said 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 seal of said District this ~~24th~~22th day of February, ~~2022~~2024.

Secretary



RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

**Order Adopting Rules and Regulations for District Parks, Recreational Areas
and District Property, Facilities, Easements and Rights-of-Way**

On February 22, 2024, the Board of Directors (“Board”) of River Plantation Municipal Utility District (“District”) met at its regular meeting place, with a quorum of directors present, as follows:

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

and the following were absent:

None

when the following business was transacted:

The order set out below was introduced for the Board’s consideration. It was duly 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:

The order hereinafter set forth shall become effective on February 22, 2024.

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT
RULES AND REGULATIONS FOR
DISTRICT PARKS, LAKES, RECREATIONAL AREAS AND
DISTRICT PROPERTY, FACILITIES, EASEMENTS AND RIGHTS-OF-WAY

MISSION STATEMENT

In pursuit of an enhanced quality of life through a greater opportunity for recreational activity, River Plantation Municipal Utility District seeks to develop and maintain versatile parks and recreational facilities for its residents and further seeks to preserve the health and well-being of its residents.

RULES

Section 1: **AUTHORITY.** These rules and regulations (“Rules”) have been adopted under the authority of Section 54.205 of the Texas Water Code and previous orders of the Board of Directors of River Plantation Municipal Utility District.

Section 2: **ADMINISTRATION.** The Board of Directors of River Plantation Municipal Utility District, along with the Montgomery County Sheriff, the Montgomery County Precinct 2 Constable and their respective deputies, shall enforce these Rules.

Section 3: **AREA COVERED.** These Rules apply to all existing and future parks and recreational facilities of the District, including the property comprising the former Charleston course, and related areas developed and maintained pursuant to the Texas Water Code, together with such additional land as may be designated as parks and recreational facilities by the District, and to all District property, facilities, easements and rights-of-way.

Section 4: **DEFINITIONS.** As used in these Rules:

- a. “Alcoholic Beverage” means any beverage containing more than one-half of one percent (.5%) of alcohol by volume, which is suitable for use as a beverage, either alone or diluted;
- b. “Board” means the Board of Directors of River Plantation Municipal Utility District;
- c. “Cart Paths” means the asphalt or concrete paths approximately five feet in width within the Recreational Facilities and constructed for the purpose of the operation of a Golf Cart.
- d. “County” means Montgomery County, Texas;
- e. “District” means River Plantation Municipal Utility District;
- f. “District Property” means any water plant site, wastewater treatment plant site, lift station site, detention pond, drainage facility, easement or right-of-way owned or used by the District in performing its responsibilities as a Texas municipal utility district, including facilities and improvements located thereon;

g. “Explosives” means any chemical compound or mixture that is commonly used or intended for the purpose of producing an explosion;

h. “Golf Cart” means a small motorized vehicle designed for the purpose of transporting golfers and their golf equipment with a dry weight of less than 1,000 pounds.

i. “Parks” means all existing and future park and recreational facilities of the District, including the property comprising the former Charleston course, and related areas and developed and maintained pursuant to the Texas Water Code, together with such additional land as may be designated as parks and recreational facilities by the District;

j. “Peace Officers” means sheriffs and their deputies, constables and deputy constables, and all other peace officers as defined in Article 2.12 of the Texas Code of Criminal Procedure, as amended;

k. “Pet” means a domesticated animal kept for pleasure rather than utility;

l. “Recreational Areas” means any Parks or other areas, whether within or outside the District’s boundaries, that have been designated by the District for recreational use by residents of the District and the public;

m. “Road” means any road maintained or controlled by the County or other entity for the public passage of vehicles;

n. “Special Event” means an organized activity intended for more than twenty five (25) persons to share a common purpose as a group;

o. “Vehicle” means every motor-driven device in, upon, or by which any person or property is or may transported or drawn upon a road except devices moved by human power;

p. “Weapon” means a rifle, handgun, pistol, bow and arrow, shotgun, gas gun or gas pistol, BB gun or BB pistol, pellet gun or pellet pistol, sling or sling shot; and

q. “Wildlife” means living things that are neither human nor domesticated.

Section 5: HOURS OPEN. Unless otherwise posted, the Recreational Areas shall be open from sunrise to sundown. No person shall enter into or remain within the Recreational Areas at any other time without prior written approval of the Board.

Section 6: MOTORIZED VEHICLES AND GOLF CARTS.

a. No person shall operate a Vehicle, other than a Golf Cart in the manner permitted herein, within the Recreational Areas or District Property except on any Road or associated parking lots. Operation of a Vehicle on the shoulder of a Road will be limited to driving thereon for the purpose of parking on the shoulder of the Road or driving a parked Vehicle from the shoulder of the Road to the paved portion of the Road. This provision does not apply to any Vehicle making deliveries of material, supplies and equipment purchased or rented by the District;

b. No person shall operate or cause or participate in the operation of a Vehicle other than a Golf Cart on a Cart Path within the Recreational Facilities other than on a designated Road or within designated Parking Areas.

c. No person shall operate or cause or participate in the operation of a Vehicle including a Golf Cart at a speed in excess of ten (10) miles per hour.

d. No person shall operate or cause or participate in the operation of a Vehicle including a Golf Cart in a manner which causes damage to District facilities or improvements.

e. No person shall operate or cause or participate in the operation of a Vehicle including a Golf Cart in a manner which is unsafe, reckless, or may cause harm to themselves or to others who are present on District property.

f. No person shall cause a Vehicle to be parked within the Recreational Areas except in a designated parking area. Vehicles parked on the shoulder of a Road in designated areas must be parked parallel to the Road. This provision does not apply to any Vehicle making deliveries of materials, supplies and equipment purchased or rented by the District; and

g. No person shall cause a Vehicle to remain within the Recreational Areas after hours unless one of the officers named in Section 2 above is notified; provided, however, that in no event shall any person cause a Vehicle to remain within the Recreational Areas in excess of twenty-four (24) hours at any given time. Vehicles remaining within the Recreational Areas for which notification has not been received will be towed and placed in storage by Peace Officers at the owner's expense.

h. No person shall operate a Vehicle including a Golf Cart within the Recreational Facilities who does not hold a valid driver's license, or learner's permit if accompanied by a licensed driver at least twenty-one (21) years of age.

i. The operation of a Golf Cart is permitted within the Recreational Facilities on Cart Paths only. Operation of a Golf Cart outside of the Cart Paths is prohibited. The operation of a Golf Cart within the Recreational Facilities is subject to all rules and regulations herein, including but not limited to Section 6 (a)-(h).

Section 7: WILDLIFE. No person shall willfully feed, harm, harass, trap, confine, catch, or possess any Wildlife within the Recreational Areas.

Section 8: PLANT LIFE. No person shall willfully destroy or remove any tree, shrub, vine, wildflower, grass, fern, moss, leaves, cones, or dead or downed wood within the Recreational Areas except with prior written approval of the Board.

Section 9: FIRES. No person may light, build or maintain a fire within the Recreational Areas other than within a camp stove and/or barbecue pit. If a burn ban has been enacted by the District, fire is prohibited in all areas.

Section 10: **SMOKING.** No person shall light, burn or smoke any cigar, pipe, cigarette, electronic cigarette (e-cigarette) or other device used for smoking or delivering tobacco or nicotine or any other legal substance within the Recreational Areas.

Section 11: **WEAPONS.** No person other than a Peace Officer or a person duly licensed by the State of Texas may carry or possess a weapon within the Recreational Areas. The unlawful possession or discharge of weapons within the Recreational Areas is prohibited.

Section 12: **EXPLOSIVES.** No person may possess gun powder or other combustibles, explosives or fireworks within the Recreational Areas. Provided, however, that this provision does not apply to gasoline and other petroleum products in fuel tanks of Vehicles or to petroleum products intended to be used as fuel for cooking.

Section 13: **ANIMALS.** No person may bring into or possess in the Recreational Areas any Pet or other animal other than a dog or domestic cat, except in areas clearly marked “off-leash.” Any person bringing a dog or domestic cat into the Recreational Areas shall keep such dog or domestic cat confined to a vehicle or secured by a leash not exceeding fifteen (15) feet in length. Each person who brings a Pet or other animal of any kind into the Recreational Areas is responsible for the prompt clean up and disposal of any Pet or animal waste in an appropriate trash receptacle.

Section 14: **GLASS BEVERAGE CONTAINERS.** No person shall use any glass beverage containers in the Recreational Areas. This provision shall not apply to baby bottles, baby food jars, glass lined thermos bottles and glass lined picnic beverage coolers.

Section 15: **ALCOHOLIC BEVERAGES.** No person shall consume an Alcoholic Beverage in the Recreational Areas.

Section 16: **USE OF LOUDSPEAKERS.** No person shall use any loudspeaker, public address system or amplifier within the Recreational Areas without prior written permission from the Board.

Section 17: **DUMPING AND LITTERING.** All persons shall dispose of trash associated with use of the Recreational Areas in an appropriate trash receptacle. No person shall bring into the Recreational Areas or District Property any trash, refuse or waste material. Disposal of household or commercial waste, trash or refuse using any of the District’s trash receptacles is prohibited.

Section 18: **ADVERTISING.** No person shall place, erect or attach any structure, sign, bulletin board, post, pole or advertising device of any kind whatsoever, or attach any notice, bill, poster, sign, wire, rod or cord to any tree, shrub, fence, railing, post or structure, in the Recreational Areas.

Section 19: **SOLICITING AND SALES.** No person shall solicit funds or donations, or sell or offer to sell services or goods or distribute circulars in the Recreational Areas. This rule does not apply to the following:

- a. Persons soliciting donations or conducting fund-raising events for and on behalf of non-profit organizations who have secured prior written permission from the Board;

b. Concessionaires and persons employed by concessionaires when selling goods or services, or charging for amusements, pursuant to written authority of the Board; and

c. Fees, including reasonable security deposits, for the use of specific Recreational Areas as may be established by the Board from time to time.

Section 20: **CAMPING.** No person shall engage in overnight camping in the Recreational Areas except with prior written approval of the Board.

Section 21: **SUPERVISION OF CHILDREN.** Children under 13 years of age must be supervised by an adult at all times.

Section 22: **NUISANCE:** No person shall use profanity or vulgar language within the Recreational Areas. No person shall use any threatening, abusive, or insulting language or language otherwise constituting “fighting words.” No person shall commit any obscene, lewd or indecent act or create a nuisance of any kind. No person shall disturb in any manner any picnic, meeting, service, concert, exercise or exhibition.

Section 23: **SPECIAL EVENTS.** No person or organization shall solicit for, hold or sponsor a Special Event in the Recreational Areas without submitting a completed Application for Use for Special Event form and the prior written permission of the Board, who may require the providing of liability insurance in the amounts of \$100,000 for each person, \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property, naming the District as insured, and the furnishing of one or more Peace Officers. The opinion of the Board as to whether or not insurance will be required and as to the required number of Peace Officers shall be final and binding.

Section 24: **EMERGENCY BURN BAN.** The Board may, at its sole discretion, find and determine that drought conditions exist in the District, or in the vicinity of the District, and that such drought conditions create an elevated danger of fire in the Recreational Areas or District Property that constitutes a hazard to public health and safety and an emergency.

After making such findings, the Board may impose a temporary emergency burn ban to prohibit charcoal fires, open fires, fireworks, outdoor use of inflammable materials and other conduct that could result in a fire, such burn ban to be applicable to and effective on all Recreational Areas and District Property.

Imposition of a burn ban by the Board shall have the effect of an immediate, temporary suspension of any and all authority for fires, fireworks and use of combustible materials as provided in Sections 9, 10 and 12 of these Rules until termination of the burn ban by the Board.

Notice of a District emergency burn ban shall be provided by signs, flyers, public service announcements and any other means necessary to call public attention to the burn ban, the conditions that constitute an emergency, and penalties that may result from violations of the burn ban. Notice of termination of a burn ban shall be provided by the same means.

Section 25: **VIOLATIONS; REWARDS.** No person shall use any portion of the Recreational Areas or District Property for any purpose other than the purpose for which it was

designed or designated. The District will pay a reward of up to \$1,000 for information leading to the arrest of persons responsible for vandalism or destruction of any portion of the Recreational Areas or District Property.

Section 26: PENALTIES. Compliance with these Rules and state and federal law is a condition of the use of the Recreational Areas. Pursuant to the authority granted by Sections 49.004 and 54.205 of the Texas Water Code, as amended, the Board may seek reasonable penalties for the failure of any person to comply with these Rules and laws, which penalties shall not exceed the jurisdiction of a justice court as provided in Section 27.031 of the Texas Government Code, as amended, currently up to \$20,000.00. Such penalties may be sought for each violation of these Rules and for each day of a continuing violation and shall be in addition to any other penalties provided by state or federal law and may be enforced by complaints filed in the appropriate court of jurisdiction in the County. In any suit to enforce these Rules, the District shall seek to recover reasonable fees for attorneys and expert witnesses and other costs incurred by the District. The Board may adopt a schedule of penalties solely for its own use and guidance in levying penalties prescribed herein.

Section 27: SANCTIONS. Compliance with these Rules and state and federal laws is a condition to the use of the Recreational Areas.

a. The authorities designated in Section 2 above to enforce these Rules are hereby authorized to notify any person who fails or refuses to comply with these Rules or applicable state or federal laws to depart from the Recreational Areas.

b. Any person who fails to depart upon such notification shall be subject to prosecution under Section 30.05 of the Texas Penal Code for criminal trespass, in addition to other punishment or prosecution for any other crime.

c. A person who fails to comply with these Rules is subject to civil penalties of currently up to \$20,000, for each violation and for each day of a continuing violation, together with attorneys' fees, expert witness fees and costs, as provided in Section 49.004 of the Texas Water Code, as amended. These penalties shall be in addition to any other penalties provided by state or federal law and may be enforced by complaints filed in the appropriate court of jurisdiction in the County.

d. In the event of a violation of these Rules, a violation notice shall be issued to the person responsible for the violation, and the Board shall conduct a hearing on the violation and imposition of a penalty.

e. Any person witnessing any concerning action or discovery of any concerning situation should immediately notify a District constable or any other Peace Officers on duty, the District's General Manager or a member of the Board.

Section 28: APPLICABILITY AND WAIVER. The Board may, at its sole discretion, waive any portion of the Rules, for any reason, including but not limited to as necessary to perform District functions including for work being performed on behalf of the District by employees, contractors, or subcontractors of the District.

Section 29: EFFECT ON EXISTING LAW. These Rules are in addition to, and not in lieu of, all state and federal laws and other rules and regulations applicable within the Recreational Areas and District Property.

Section 30: SEVERABILITY. The provisions of these Rules are severable. If any word, phrase, clause, sentence, section, provision or part of these Rules should be held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the Board that these Rules would have been adopted as to the remaining portions, regardless of the invalidity of any part.

Section 31: AMENDMENTS. These Rules may be reviewed and amended from time to time by the Board.

Section 32: POSTING: A summary of these Rules shall be conspicuously posted at or near the entrances to the Recreational Areas, and a copy or an excerpt of these Rules shall be provided to any person who requests a copy and to any person who submits an Application for Use for Special Event of the Recreational Areas.

Section 33: EFFECTIVE DATE: These Rules shall become effective and enforceable five days after the first publication of the notice of adoption or any amendment of these Rules, as provided in Sections 54.207 and 54.208 of the Texas Water Code.

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

Passed and adopted this 22th day of February, 2024.

JULIE GILMER

President

ATTEST:

MARK A. ROBIN

Secretary

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 Order Adopting Rules and Regulations for District Parks, Recreational Areas and District Property, Facilities, Easements and Rights-of-Way adopted by said Board at its meeting of February 22, 2024, and a minute entry of that date showing the adoption thereof, the original of which resolution appears in the minute book of said 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 seal of said District this 22th day of February, 2024.

Secretary



**RIVER PLANTATION MUNICIPAL UTILITY DISTRICT
PENALTIES FOR VIOLATION OF RULES AND REGULATIONS FOR
DISTRICT PARKS, LAKES, RECREATIONAL AREAS AND
DISTRICT PROPERTY, FACILITIES, EASEMENTS AND RIGHTS-OF-WAY**

MISSION STATEMENT

To facilitate the enforcement of the Rules for District Parks, Lakes, Recreational Areas and District Property, Facilities, Easements and Rights-of-Way (the “Rules”), and in pursuit of an enhanced quality of life through a greater opportunity for recreational activity and to preserve the health and well-being of River Plantation Municipal Utility District (the “District”) residents, the District seeks to adopt and enforce these minimum penalties for violations of the District’s Rules.

AUTHORITY

As adopted by the District’s Board of Directors (the “Board”), compliance with the Rules and state and federal law is a condition of the use of the District’s Recreational Areas, as defined in the Rules. Pursuant to the authority granted by Sections 49.004 and 54.205 of the Texas Water Code, as amended, the Board may seek reasonable penalties for the failure of any person to comply with these Rules and laws, which penalties shall not exceed the jurisdiction of a justice court as provided in Section 27.031 of the Texas Government Code, as amended, currently up to **\$20,000.00**. Such penalties may be sought for each violation of these Rules and for each day of a continuing violation and shall be in addition to any other penalties provided by state or federal law and may be enforced by complaints filed in the appropriate court of jurisdiction in the County. In any suit to enforce these Rules, the District shall seek to recover reasonable fees for attorneys and expert witnesses and other costs incurred by the District.

[Schedule of Minimum Penalties on Next Page]

SCHEDULE OF MINIMUM PENALTIES

Any person issued a violation notice in accordance with the Rules shall be subject to the following minimum penalties as assessed by the District, together with all actual damages incurred. The Board is not bound by this Schedule of Minimum Penalties and hereby adopts this schedule as a matter of policy in an effort to uniformly apply rules and regulations in a manner that is beneficial to residents and the taxpayers of the District. **Failure to timely pay a penalty within 30 days of assessment may result in the assessment of additional penalties, at the discretion of the Board, together with attorneys' fees, expert witness fees and costs. The Board may, at its discretion, assess penalties in excess of the minimums below.**

| Violation | Minimum Penalty |
|--|------------------------------------|
| Violation of Section 6, Motorized Vehicles and Golf Carts | \$500 + Damages |
| Violation of Section 7, Wildlife, Section 8, Plant Life, or Section 17, Dumping and Littering | [\$---] + Damages |
| Violation of Section 10, Smoking, Section 14, Glass Beverage Containers, Section 15, Alcoholic Beverages, or Section 16, Loudspeakers | [\$---] + Damages |



MONTHLY OPERATIONS REPORT FOR RIVER PLANTATION MUD

January, 2024

Connections: 977
Vacant: 14

| | | | | | | | | | |
|-----------------|--------------|--------------|--------------|-------------|-------------|-----------------|----------------|--------------|--------------|
| REVENUE: | Water | LSGCD | Sewer | TCEQ | Taps | Deposits | Penalty | Misc. | TOTAL |
| | \$ 21,341.53 | \$ 488.91 | \$ 30,709.33 | \$ 270.22 | \$ 4,000.00 | \$ 1,600.00 | \$ 648.64 | \$ 4,912.47 | \$ 63,971.10 |

| | | | | | | | |
|---------------------|--------------------|---------------------|---------------------|-------------------|---------------|-------------------|--------------|
| BILLED CONS: | Residential | Builder/Temp | Multi Family | Irrigation | STP/LS | Commercial | Total |
| | 5,723,000 | 0 | 0 | 144,000 | 311,000 | 83,000 | 6,261,000 |

| | | |
|-------------------------------|----------------------------|--------------------------------------|
| WATER: | 12/19/23 - 01/18/24 | LSGCD - Well Permit |
| Gallons pumped from Well No.2 | 3,790,000 | Permit Expires: 12/31/2024 |
| Gallons pumped from Well No.3 | 2,823,000 | Permitted Authorization: 225,868,339 |
| Total Pumpage | 6,613,000 | January Withdrawal: 6,856,000 |
| Total Gallons Billed | 6,261,000 | Y-T-D Withdrawal: 6,856,000 |
| Leaks, Construction, Flushing | 5,000 | Amount Remaining: 219,012,339 |
| Pumped vs. Billed | 95% | |
| Pumped vs. Accounted | 95% | |
| Leaks repaired in District | 0 | |

Bacteriological samples: 6 Good

WASTEWATER TREATMENT PLANT

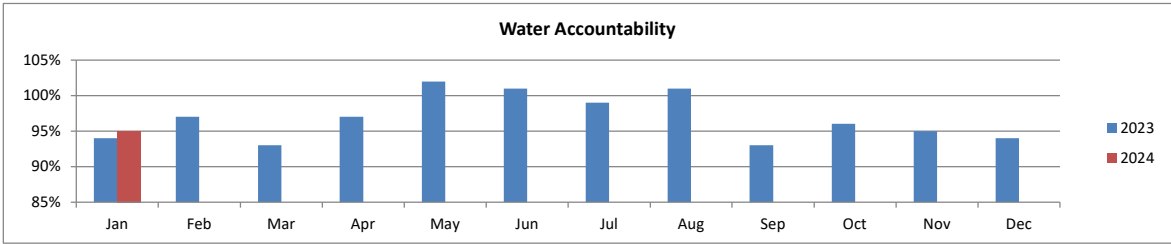
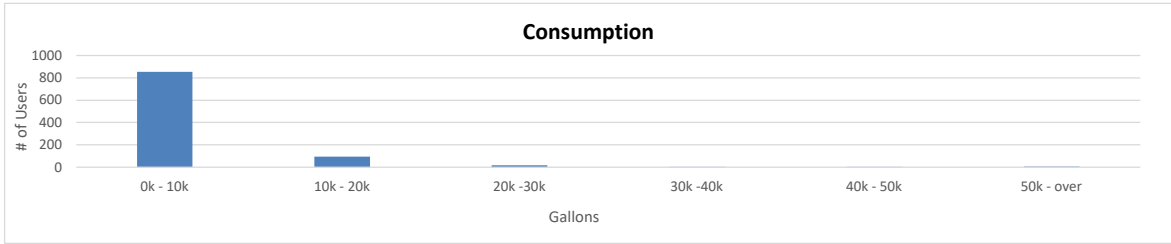
T.C.E.Q. Permit Number: WQ0010978001
 Permit expiration date: January 2, 2029

| | | | |
|--------------------------------|----------------------|-----------------------------------|----------------------|
| | January, 2024 | | Measured by: |
| Average daily flow | 534,484 | Permitted Daily Flow | 600,000 gal.per day |
| Average CBOD | 2.18 | Permitted CBOD | 10 mg/l |
| Average Total Suspended Solids | 4.08 | Permitted T.S.S. | 15 mg/l |
| Average Ammonia Nitrogen | 0.90 | Permitted Ammonia Nitrogen | 3 mg/l |
| Average PH | 6.65 | Permitted PH | 6.00 - 9.00 STD UNIT |
| Average Dissolved Oxygen | 8.43 | Permitted Dissolved Oxygen (Min.) | 6.0 mg/l |
| Maximum Chlorine Residual | 3.30 | Permitted Chlorine Maximum | 4.0 mg/l |
| Minimum Chlorine Residual | 1.10 | Permitted Chlorine Minimum | 1.0 mg/l |
| Average E. coli | 1.41 | Permitted E. coli | 63.0 mpn/100 ml |
| Total Rainfall | 11.33" | | |

Sewer Treatment plant is currently operating at 89% of the permitted capacity.

Total gallons of Reuse for the month of January - 0.000 MG

| | | | | | | |
|--------------------------|----------------|---------------|---------------|---------------|----------------|--------------|
| Aged Receivables: | Current | 30 day | 60 day | 90 day | 120 day | Total |
| | \$ 59,183.61 | \$ (871.06) | \$ 1,270.00 | \$ 432.68 | \$ 357.91 | \$ 60,373.14 |



| Parameter | | NODI | Quantity or Loading | | | Quality or Concentration | | | | # of Ex. | Freq. of Analysis | Smpl. Type |
|--------------------|--|-------|-----------------------|-----------------------|-------------------------|--------------------------|------------------------|--------------------------------------|-------|----------|-------------------|------------|
| Code | Name | | Value 1 | Value 2 | Units | Value 1 | Value 2 | Value 3 | Units | | | |
| 50050 | Flow, in conduit or thru treatment plant | Smpl. | = 0.534484 | = 1.757 | MGD | | | | | 0 | 99/99 | TM |
| 1 - Effluent Gross | | | | | | | | | | | | |
| Season: 0 | | Req. | <= 0.6 Daily Average | Req Mon Daily Maximum | Million Gallons per Day | | | | | | Continuous | TOTALZ |
| NODI: | | NODI | | | | | | | | | | |
| 50060 | Chlorine, total residual | Smpl. | | | | = 1.1 | = 3.3 | mg/L | | 0 | 01/01 | GR |
| 1 - Effluent Gross | | | | | | | | | | | | |
| Season: 0 | | Req. | | | | >= 1.0 Monthly Minimum | <= 4.0 Monthly Maximum | Milligrams per Liter | | | Daily | GRAB |
| NODI: | | NODI | | | | | | | | | | |
| 51040 | E. coli | Smpl. | | | | = 1.414 | = 2.0 | MPN/100mL | | 0 | 02/30 | GR |
| 1 - Effluent Gross | | | | | | | | | | | | |
| Season: 0 | | Req. | | | | <= 63.0 Daily Average | <= 200.0 Daily Maximum | Most Probable Number (MPN) per 100ml | | | Twice Per Month | GRAB |
| NODI: | | NODI | | | | | | | | | | |
| 80082 | BOD, carbonaceous [5 day, 20 C] | Smpl. | = 2.31 | | lb/d | = 2.18 | = 2.63 | mg/L | | 0 | 01/07 | CS |
| 1 - Effluent Gross | | | | | | | | | | | | |
| Season: 0 | | Req. | <= 50.0 Daily Average | | Pounds per Day | <= 10.0 Daily Average | <= 25.0 Daily Maximum | Milligrams per Liter | | | Weekly | COMPOS |
| NODI: | | NODI | | | | | | | | | | |

Edit Check Errors

No results.

DMR Comments

Comments

Attachments

No results.

Report Last Saved By

User: deena@nwdls.com
 Name: Deena Higginbotham
 E-Mail: deena@nwdls.com
 Date/Time: 02/15/24 10:59 CST

**RIVER PLANTATION MUNICIPAL UTILITY DISTRICT
ENGINEER'S REPORT
VSE Project No. 32000-000-0-DST
February 22, 2024, 6:30 p.m.**

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

**Directors: Julie Gilmer, President
Tim Goodman, Vice President
Tom Vandever, Treasurer
Betty Brown, Secretary
Karl Sakocius, Asst. Secretary**

10. 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. Preparing annual report for 2023. This is the last year of the report so we will also be preparing an updated SWQMP. The submittal requirement for the new SWQMP has been pushed to August because the TCEQ is revising their entire process.

- 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

II. Design Projects

- A. Joint Projects**
 - 1. East Ditch FEMA Work**
 - a) Under review with FEMA. We continue to receive updates that it is progressing through the system. Next quarterly report is due at the end of March.

2. East Ditch Maintenance

- a) No update. The next maintenance will be scheduled for April. I contacted them over some dirt left at the Stonewall Jackson Bridge area.

3. WWTP Rehabilitation and Electrical Upgrades

- a) Working on wrapping up the plan set.

4. Holly Springs Drainage Issue

- a) Attached is a cost estimate to remove and replace the existing pipe that runs along the back of the property. We believe that this will help alleviate a little of the drainage issue while we wait for EPUD engineer to conduct their in-depth drainage analysis.

B. District Projects

1. District Wide Drainage Study

- a) We have identified 3 areas within the District that become heavily inundated during rain events. We are still working to finalize the report and will distribute it upon completion.

2. Sanitary Sewer Rehabilitation Phase 2

- a) We will have the bids at the March meeting.

3. Sanitary Sewer Manhole Rehabilitation Phase 1

- a) We are wrapping up the plans for the project.

C. Charleston Park Irrigation

1. We are waiting for the maintenance proposal from the contractor for the irrigation system. Attached are two proposals for surveying the sprinkler heads and for surveying the trees for review and/or approval.

D. Storm Sewer Phase 1 Rehabilitation

1. A site walk was performed with the contractor. Attached is change order no. 2 for performing pipe in place lining of several areas where conditions exist that are not accessible for remove and replace as originally prescribed. We recommend approval.

E. Water Plant No. 2 Electrical Upgrades

1. Construction underway. The contractor is waiting on the Motor Control Center to be delivered. No pay application this month.

III. Other Matters

A. 10 Year CIP

1. I have shared the new 10-year CIP with the FA and we are discussing the next bond issue for more District repairs.

IV. Questions/Answers

A. 592 Stone Wall Jackson Bend

1. I conducted a site visit at the request of the resident about a sinkhole along the channel. After investigating it I determined it to be a result of the existing outfall located behind the resident's house that is on our list of repairs. I notified the contractor that this needs to be taken care of ASAP and instructed MOC to fill in the sinkhole due to safety concerns.

B. 624 Durham Dr.

1. I conducted a site visit at the request of the resident about ongoing drainage problems around her house. After investigating it and discussing past experiences I believe that the issue can be alleviated by constructing some minor swales and adding an additional culvert underneath Durham Dr. to help convey the water faster to the Charleston Park Swale. Attached is an exhibit from the drainage models of the flow pattern according to lidar topographical survey. I request permission to prepare a cost estimate for the march meeting along with exhibits for the potential solution.

**PRELIMINARY COST ESTIMATE
711 HOLLY SPRINGS DRAINAGE IMPROVEMENTS
WITHIN RIVER PLANTATION
MUNICIPAL UTILITY DISTRICT
PROJECT NO. 32000-803-1-OTH (c&e)**

2/20/2024

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | AMOUNT |
|---------------------------------|---|------|-----------------------|---------------|----------------------------|
| 1. | Mobilization Including Bonds, Insurance, Move-In/Move-Out | LS | 1 | \$ 1,000.00 | \$ 1,000.00 |
| 2. | Remove & Replace 36" ACMP w/ 36" HDPE (includes excavation, disposal of debris and pipe, finishing of pipe, installation, backfilling, and site restoration) | LF | 200 | \$ 190.00 | \$ 38,000.00 |
| 3. | REMOVE AND REPLACE TYPE E-INLET (includes excavation, disposal of debris and structure, furnishing of structure, installation, backfilling, and site restoration) | EA | 1 | \$ 6,000.00 | \$ 6,000.00 |
| TOTAL STORM SEWER AMOUNT | | | | | <u>\$ 45,000.00</u> |

POLLUTION PREVENTION ITEMS

| | | | | | |
|----|--|----|-----|--------------------|--------------------|
| 1. | Prepare and Submit NOI's for owner, clearing contractor, utility contractor and paving contractor as necessary; review SWPPP and modify as necessary | LS | 1 | <u>\$ 1,500.00</u> | <u>\$ 1,500.00</u> |
| 2. | Perform weekly inspections and post notices during the contract period as required by the current TPDES Permit | MO | 12 | <u>\$ 500.00</u> | <u>\$ 6,000.00</u> |
| 3. | Reinforced Filter Fabric Fence | LF | 300 | <u>\$ 2.00</u> | <u>\$ 600.00</u> |

**PRELIMINARY COST ESTIMATE
711 HOLLY SPRINGS DRAINAGE IMPROVEMENTS
WITHIN RIVER PLANTATION
MUNICIPAL UTILITY DISTRICT
PROJECT NO. 32000-803-1-OTH (c&e)**

2/20/2024

| ITEM NO. | DESCRIPTION | ESTIMATED UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|---------------------------------------|--|-------------------|----------|---------------|----------------------------|
| 4. | Site restoration. Includes grading, sodding, and replacement back to previous conditions | LS | 1 | \$ 2,800.00 | \$ 2,800.00 |
| TOTAL SWPPP AMOUNT | | | | | <u>\$ 10,900.00</u> |
| TOTAL ESTIMATE | | | | | <u>\$ 55,900.00</u> |
| CONTINGENCY (20%) | | | | | \$ 11,180.00 |
| TOTAL COST ESTIMATE - OPTION 2 | | | | | <u>\$ 67,080.00</u> |

DATE OF ISSUANCE: February 5, 2024

EFFECTIVE DATE: February 5, 2024

OWNER: River Plantation Municipal Utility District
 CONTRACTOR: AR Turnkee Construction Company, Inc.
 PROJECT: Storm Sewer Rehabilitation Phase 1 within River Plantation Municipal Utility District
 OWNER'S CONTRACT NO.: _____ ENGINEER'S CONTRACT NO.: 32000-809-1-OTH (c&e)
 ENGINEER: Vogler & Spencer Engineering, Inc.

You are directed to make the following changes in the Contract Documents:

Description:

Scope deduct: 1. 95 LF of 24" storm sewer removal and replacement on Bid Item No. 13; 2. 317 LF of 48" storm sewer removal and replacement on Bid Item No. 15.

Additional scope added: 1. Mobilization, clean, and televise 24", 30", and 42" storm sewer; 2. 250 LF of 24" storm sewer CIPP lining; 3. 426 LF of 30" storm sewer geopolymer lining; 4. 426 LF of 42" storm sewer geopolymer lining; & 5. Post tv of storm sewer lines. *Includes: all material, equipment, and labor necessary to complete proposed work / Excludes: Any demolition or removal of debris not shown on plans or mentioned in proposal; Handling of any hazardous waste encountered; Haul off of material not mentioned in proposal; Import of fill; and Extra work caused by obstructions not shown on plans

Reason for Change Order:

Overhead power lines and below grade utilities prevent the removal and replacement of the double barrel storm sewer pipes from RP1 407 to RP1 408 and RP1 408 to RP1 409 (the lines were thought to be (2) 48" pipes but have been field verified to be (1) 30" and (1) 42" storm pipes. The 24" removal and replacement is unable to be completed as the storm pipe runs below a residence.

Attachments: (List documents supporting change)

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|--|---|
| Original Contract Price \$ <u>1,216,747.50</u> | Original Contract Time: Substantial Completion: _____ Ready for Final Payment: _____ (days or dates) |
| Net Increase (Decrease) from previous Change Orders No. 1: \$ <u>3,000.00</u> | Net Change from previous Change Orders No. _____ to _____: Substantial Completion: _____ Ready for Final Payment _____ (days or dates) |
| Contract Price prior to this Change Order: \$ <u>1,219,747.50</u> | Contract Time Prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ (days or dates) |
| Net Increase (Decrease) of this Change Order: \$ <u>252,515.00</u> | Net Increase (Decrease) of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ (days or dates) |
| Contract Price with all approved Change Orders: \$ <u>1,472,262.50</u> | Contract Time with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ (days or dates) |

RECOMMENDED: By: _____ Date: _____
Vogler & Spencer Engineering, Inc.

APPROVED: By: _____ Date: _____
River Plantation Municipal Utility District

ACCEPTED: By: _____ Date: _____
AR Turnkee Construction Company, Inc.

CHANGE ORDER NO. 2
SUMMARY

TO: River Plantation Municipal Utility District

FROM: AR Turnkey Construction Company, Inc.

DATE: February 5, 2024

PROJECT: Storm Sewer Rehabilitation Phase 1 within River Plantation Municipal Utility District

PROJECT NO: 32000-809-1-OTH (c&e)

The following items have been adjusted to your contract for the referenced project:

| Item No. | Description | Unit | Prev. Qty. | New Qty. | Unit Price | Amount |
|-------------------------------------|---|------|------------|----------|------------|---------------------|
| 13 | REMOVE AND REPLACE 24" CMP w/ HDPE (includes pipe, excavation, disposal of debris, installation, backfilling, and site restoration) | LF | 95 | 0 | \$170.00 | -\$16,150.00 |
| 15 | REMOVE AND REPLACE 48" CMP w/ HDPE (includes pipe, excavation, disposal of debris, installation, backfilling, and site restoration) | LF | 475 | 158 | \$255.00 | -\$80,835.00 |
| Sub-Total for Adjusted Items | | | | | | -\$80,835.00 |

The following items have been added to your contract for the referenced project:

| Item No. | Description | Unit | Qty. | Unit Price | Amount |
|----------------------------------|---|------|------|-------------|---------------------|
| CO2-1 | Mobilization, clean, and televise 24", 30", and 42" storm sewer | LS | 1 | \$18,500.00 | \$18,500.00 |
| CO2-2 | CIPP 24" storm sewer line | LF | 250 | \$230.00 | \$57,500.00 |
| CO2-3 | Geopolymer lining of 30" storm sewer | LF | 426 | \$282.00 | \$120,132.00 |
| CO2-4 | Geopolymer lining of 42" storm sewer | LF | 426 | \$311.00 | \$132,486.00 |
| CO2-5 | Post tv of lines | LF | 676 | \$7.00 | \$4,732.00 |
| Sub-Total for Added Items | | | | | \$333,350.00 |

TOTAL CHANGE TO CONTRACT \$252,515.00

Change Order

2058-CO2

1/30/2023

From: **AR TurnKee Construction Company Inc.**
PO Box 925985
Houston, TX 77292
713-469-5952

To: **River Plantation Municipal Utility District**
c/o Vogler & Spencer Engineering, Inc
777 North Eldridge Parkway , Suite 500
Houston, TX 77079

Re: Westlawn and Highland Drainage Improvements

AR TurnKee Construction Company proposes the following work to be performed for the above referenced job:

| <u>Change Order:</u> | <u>Unit</u> | <u>Quantity</u> | <u>Price\$</u> | <u>Total Price</u> |
|---|-------------|-----------------|----------------|--------------------|
| * Mobilization, clean, and televise 24", 30", and 42" storm sewer | LS | 1 | \$18,500.00 | \$ 18,500.00 |
| * CIPP 24" storm sewer line | LF | 250 | \$230.00 | \$ 57,500.00 |
| * Geopolymer lining of 30" storm sewer | LF | 426 | \$282.00 | \$ 120,132.00 |
| * Geopolymer lining of 42" storm sewer | LF | 426 | \$311.00 | \$ 132,486.00 |
| * Post tv of lines | LF | 676 | \$7.00 | \$ 4,732.00 |

Total Cost for Work This Proposal

\$ 333,350.00

Includes:

- * All material, equipment, and labor necessary to complete proposed work

Excludes:

- * Any demolition or removal of debris not shown on plans or mentioned in proposal
- * Handling of any hazardous waste encountered
- * Haul off of material not mentioned in proposal
- * Import of fill
- * Extra work caused by obstructions not shown on plans

Thanks for your consideration.

Adam Turner
AR TurnKee Construction Company



WINDROSE

LAND SURVEYING | PLATTING

February 5, 2024

Vogler & Spencer Engineering
ATTN: Mr. Taylor Reed, P.E.
777 North Eldridge Pkwy, Suite 500
Houston, TX 77079
O: 713-782-0042
C: 832-374-4677
E: TReed@vs-eng.com

Re: "Charleston Park-Sprinkler Heads" Situated in the C.B. Stewart Survey, Abstract No. 476, and the S.H. Bryan Survey, Abstract No. 70, located in the River Plantation Subdivision, City of Conroe, ETJ, Montgomery County, Texas. (WJN 57955)

Surveying Services

| Service | Price | Time Frame |
|--|-------------------|---------------------|
| Locate Sprinkler Heads <i>Approx. 104 Sprinkler Heads</i> | \$ 2,650.00 + Tax | 15-17 Business Days |

Notes:

- A.) Pricing above is based on the acceptance of all services listed. In the event that only partial services are requested, existing pricing may become null and void and a new proposal will be issued.
- B.) Surveyor is not responsible for abstracting subject property. Surveyor will review and show all existing encumbrances as reflected in current title commitment provided by client and is subject to the limitations and restrictions of that commitment. Should a title commitment not be provided by client, abstracting can be obtained by Windrose Surveying and Land Services, LLC ("WSLS") at a pass-through cost to the client (Average abstracting fee is \$575.00).
- C.) Timeframes as indicated above are based on the acceptance and execution of this proposal within 5 business days from the date of issuance. Proposals accepted after said 5-day period may be subject to delay and will not receive priority over existing projects already in process.
- D.) Review of any oil, gas & mineral leases or rights as located within a current title commitment are beyond the scope of this contract and will not be reflected or noted on the final survey. If any oil, gas, or mineral leases or rights are located within a current title commitment, and review is requested, it will be deemed an additional service and will be billed on a Time and Materials Basis.
- E.) All Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.

WSLS Billing Statement:

- WSLS invoice is due Net 30-days from date client receives payment. Client agrees to submit WSLS invoice in timely manner and respond to WLS inquiries on invoice submission and payment timeline.

CLIENT INITIALS _____

- Survey timeframes based on no inclement weather & no eccentricities with the property.
- Fee includes a one-time delivery fee of two hard copies. Additional deliveries & reproductions will be invoiced directly to the client.

- Windrose Surveying and Land Services, LLC. will avail itself of all lien laws under the Texas Property Code, if invoices are not paid on the terms agreed. The client will be responsible for any fees associated with recovering full payment.

Thank you for allowing Windrose Surveying & Land Services, LLC to offer our professional services. If this proposal is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Only written requests will be acted upon by this office and if outside the scope of work, terms will be agreed upon prior to commencing. Please do not hesitate to call with any questions or comments.

Sincerely,



John Buhner
Survey Manager
Email: John.buhner@windroseservices.com
Firm Registration No. 10108800
Attachments:
Provisions of the Authorization for Professional Services

By: (Signature)

(Print Name & Title)

Name of Company

Authorization Date

File Location: [W:\Proposals\VanDeWiele\Charleston Park \(aka River Plantation\)-Trees & Sprinklers \(57955\)\proposal-Charleston Park-Sprinkler Heads.doc](W:\Proposals\VanDeWiele\Charleston Park (aka River Plantation)-Trees & Sprinklers (57955)\proposal-Charleston Park-Sprinkler Heads.doc)

PROVISIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. AUTHORIZATION TO PROCEED

Acceptance of services or agreeing to any proposal from WSLs shall be construed as authorization by CLIENT for Windrose Surveying & Land Services, LLC ("WSLS") to proceed with the Scope of Services under the terms set forth herein ("Work"). CLIENT authorizes all Work to be performed by WSLs and accepts all terms of this Authorization as owner and/or as agent of the owner of the subject property for which WSLs shall be performing the Work.

2. INTERPRETATION OF FEES

Unless specified as hourly, the fees shown herein are considered lump sum amounts, and CLIENT consents and agrees to make timely payment of all fees to WSLs.

3. DIRECT EXPENSES

WSLS direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analysis and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

4. OUTSIDE SERVICES When technical or professional services are furnished by an outside source, an additional amount shall be added to the cost of these services by WSLs to cover WSLs' administrative costs.

5. COST PROJECTIONS

Any cost projections by WSLs will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, WSLs cannot warrant that bids or ultimate construction costs will not vary from these cost projections.

6. PROFESSIONAL STANDARDS

WSLS shall provide the Work and all services in conformity with the professional standards of WSLs' profession in the locale in which the Work is performed. Except as expressly set forth herein, the Work and services to be provided under this Authorization are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. All other warranties expressed or implied are hereby disclaimed by WSLs.

7. TERMINATION

WSLS may terminate this Authorization by giving 30 days' written notice to CLIENT. In such event, CLIENT shall forthwith pay WSLs in full for all work previously authorized and performed prior to the effective date of WSLs' termination notice to CLIENT.

8. OWNERSHIP OF DOCUMENTS

WSLS retains the ownership of all drawings, documents, specifications, exhibits and reports produced by WSLs. Copies of these documents will be made available to the CLIENT upon request.

9. INDEMNIFICATION

As provided for herein, WSLs shall indemnify and hold harmless the CLIENT and their respective officers and employees from and against all claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees, which the CLIENT and their respective officers and employees may sustain arising from the negligent acts, errors or omissions of WSLs, its officers, employees or subconsultants, arising from the services or Work provided herein. To the fullest extent

permitted by law, the CLIENT shall indemnify and hold harmless WSLs and its respective officers, employees and subconsultants from and against all claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees, which WSLs and its respective officers, employees or subconsultants may sustain arising from the negligent acts, errors or omissions of the CLIENT.

10. LIMITATION OF LIABILITY

THE LIABILITY OF WSLs TO THE CLIENT SHALL BE LIMITED TO THE AMOUNT OF THE FEE FOR WORK PERFORMED SOLELY BY WSLs. THE LIABILITY OF WSLs TO THE CLIENT FOR ANY CAUSE OR COMBINATION OF CAUSES IS, IN THE AGGREGATE, LIMITED TO AN AMOUNT NO GREATER THAN THE TOTAL FEE EARNED BY WSLs FOR WORK UNDER THIS AGREEMENT.

11. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof shall be decided by arbitration in accordance with the rules of the American Arbitration Association then in effect. Either CLIENT or WSLs may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization, may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

12. FILING OF LIENS

WSLS retains the right, if it so chooses, to file a lien on the subject property for non-payment of WSLs' invoices. CLIENT hereby fully consents to and authorizes the filing of a lien on the subject property in the unlikely event CLIENT fails to pay the entire fee earned by WSLs under this Authorization.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or WSLs against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall recover and be awarded from the other party such reasonable amounts for fees, costs and expenses as may be set by the tribunal or court.

14. PAYMENT TO WSLs

WSLS will issue invoices when proposed services are completed, to include intermittent invoices based on percentage of Work completed. Payment is due 30 days from invoice date. If payment is not received within 30 days, a 10percent late charge will be assessed unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. WSLs will avail itself of all lien laws under the Texas Property Code if invoices are not paid promptly. The CLIENT will be responsible for any fees associated with recovering full payment.

15. ADDITIONAL SERVICES

Any services not included in the Scope of Services in this proposal shall be provided by WSLs on a per diem and expense basis in accordance with the attached Rate Schedule under the terms set forth in this Authorization.

16. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the proposed fees of this Authorization.

17. CONFLICT WITH OTHER TERMS

In the event this Authorization conflicts with any terms of service supplied by CLIENT, this Authorization shall exclusively control the rights and obligations of the Parties



WINDROSE

LAND SURVEYING | PLATTING

February 5, 2024

Vogler & Spencer Engineering
ATTN: Mr. Taylor Reed, P.E.
777 North Eldridge Pkwy, Suite 500
Houston, TX 77079
O: 713-782-0042
C: 832-374-4677
E: TReed@vs-eng.com

Re: "Charleston Park-Trees" Situated in the C.B. Stewart Survey, Abstract No. 476, and the S.H. Bryan Survey, Abstract No. 70, located in the River Plantation Subdivision, City of Conroe, ETJ, Montgomery County, Texas. (WJN 57955)

Surveying Services

| Service | Price | Time Frame |
|--|-------------------|---------------------|
| Tree Survey <i>All trees 24" in diameter and larger within boundary limits.</i> | \$ 9,975.00 + Tax | 17-20 Business Days |

Notes:

- A.) Pricing above is based on the acceptance of all services listed. In the event that only partial services are requested, existing pricing may become null and void and a new proposal will be issued.
- B.) Surveyor is not responsible for abstracting subject property. Surveyor will review and show all existing encumbrances as reflected in current title commitment provided by client and is subject to the limitations and restrictions of that commitment. Should a title commitment not be provided by client, abstracting can be obtained by Windrose Surveying and Land Services, LLC ("WSLS") at a pass-through cost to the client (Average abstracting fee is \$575.00).
- C.) Timeframes as indicated above are based on the acceptance and execution of this proposal within 5 business days from the date of issuance. Proposals accepted after said 5-day period may be subject to delay and will not receive priority over existing projects already in process.
- D.) Review of any oil, gas & mineral leases or rights as located within a current title commitment are beyond the scope of this contract and will not be reflected or noted on the final survey. If any oil, gas, or mineral leases or rights are located within a current title commitment, and review is requested, it will be deemed an additional service and will be billed on a Time and Materials Basis.
- E.) All Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.

WSLS Billing Statement:

- WSLS invoice is due Net 30-days from date client receives payment. Client agrees to submit WSLS invoice in timely manner and respond to WLS inquiries on invoice submission and payment timeline.

CLIENT INITIALS _____

- Survey timeframes based on no inclement weather & no eccentricities with the property.
- Fee includes a one-time delivery fee of two hard copies. Additional deliveries & reproductions will be invoiced directly to the client.

- Windrose Surveying and Land Services, LLC. will avail itself of all lien laws under the Texas Property Code, if invoices are not paid on the terms agreed. The client will be responsible for any fees associated with recovering full payment.

Thank you for allowing Windrose Surveying & Land Services, LLC to offer our professional services. If this proposal is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Only written requests will be acted upon by this office and if outside the scope of work, terms will be agreed upon prior to commencing. Please do not hesitate to call with any questions or comments.

Sincerely,



John Buhner
Survey Manager
Email: John.buhner@windroseservices.com
Firm Registration No. 10108800
Attachments:
Provisions of the Authorization for Professional Services

By: (Signature)

(Print Name & Title)

Name of Company

Authorization Date

File Location: [W:\Proposals\VanDeWiele\Charleston Park \(aka River Plantation\)-Trees & Sprinklers \(57955\)\proposal-Charleston Park-Trees.doc](W:\Proposals\VanDeWiele\Charleston Park (aka River Plantation)-Trees & Sprinklers (57955)\proposal-Charleston Park-Trees.doc)

PROVISIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. AUTHORIZATION TO PROCEED

Acceptance of services or agreeing to any proposal from WSLs shall be construed as authorization by CLIENT for Windrose Surveying & Land Services, LLC ("WSLS") to proceed with the Scope of Services under the terms set forth herein ("Work"). CLIENT authorizes all Work to be performed by WSLs and accepts all terms of this Authorization as owner and/or as agent of the owner of the subject property for which WSLs shall be performing the Work.

2. INTERPRETATION OF FEES

Unless specified as hourly, the fees shown herein are considered lump sum amounts, and CLIENT consents and agrees to make timely payment of all fees to WSLs.

3. DIRECT EXPENSES

WSLS direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analysis and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

4. OUTSIDE SERVICES When technical or professional services are furnished by an outside source, an additional amount shall be added to the cost of these services by WSLs to cover WSLs' administrative costs.

5. COST PROJECTIONS

Any cost projections by WSLs will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, WSLs cannot warrant that bids or ultimate construction costs will not vary from these cost projections.

6. PROFESSIONAL STANDARDS

WSLS shall provide the Work and all services in conformity with the professional standards of WSLs' profession in the locale in which the Work is performed. Except as expressly set forth herein, the Work and services to be provided under this Authorization are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. All other warranties expressed or implied are hereby disclaimed by WSLs.

7. TERMINATION

WSLS may terminate this Authorization by giving 30 days' written notice to CLIENT. In such event, CLIENT shall forthwith pay WSLs in full for all work previously authorized and performed prior to the effective date of WSLs' termination notice to CLIENT.

8. OWNERSHIP OF DOCUMENTS

WSLS retains the ownership of all drawings, documents, specifications, exhibits and reports produced by WSLs. Copies of these documents will be made available to the CLIENT upon request.

9. INDEMNIFICATION

As provided for herein, WSLs shall indemnify and hold harmless the CLIENT and their respective officers and employees from and against all claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees, which the CLIENT and their respective officers and employees may sustain arising from the negligent acts, errors or omissions of WSLs, its officers, employees or subconsultants, arising from the services or Work provided herein. To the fullest extent

permitted by law, the CLIENT shall indemnify and hold harmless WSLs and its respective officers, employees and subconsultants from and against all claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees, which WSLs and its respective officers, employees or subconsultants may sustain arising from the negligent acts, errors or omissions of the CLIENT.

10. LIMITATION OF LIABILITY

THE LIABILITY OF WSLs TO THE CLIENT SHALL BE LIMITED TO THE AMOUNT OF THE FEE FOR WORK PERFORMED SOLELY BY WSLs. THE LIABILITY OF WSLs TO THE CLIENT FOR ANY CAUSE OR COMBINATION OF CAUSES IS, IN THE AGGREGATE, LIMITED TO AN AMOUNT NO GREATER THAN THE TOTAL FEE EARNED BY WSLs FOR WORK UNDER THIS AGREEMENT.

11. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof shall be decided by arbitration in accordance with the rules of the American Arbitration Association then in effect. Either CLIENT or WSLs may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization, may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

12. FILING OF LIENS

WSLS retains the right, if it so chooses, to file a lien on the subject property for non-payment of WSLs' invoices. CLIENT hereby fully consents to and authorizes the filing of a lien on the subject property in the unlikely event CLIENT fails to pay the entire fee earned by WSLs under this Authorization.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or WSLs against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall recover and be awarded from the other party such reasonable amounts for fees, costs and expenses as may be set by the tribunal or court.

14. PAYMENT TO WSLs

WSLS will issue invoices when proposed services are completed, to include intermittent invoices based on percentage of Work completed. Payment is due 30 days from invoice date. If payment is not received within 30 days, a 10percent late charge will be assessed unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. WSLs will avail itself of all lien laws under the Texas Property Code if invoices are not paid promptly. The CLIENT will be responsible for any fees associated with recovering full payment.

15. ADDITIONAL SERVICES

Any services not included in the Scope of Services in this proposal shall be provided by WSLs on a per diem and expense basis in accordance with the attached Rate Schedule under the terms set forth in this Authorization.

16. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the proposed fees of this Authorization.

17. CONFLICT WITH OTHER TERMS

In the event this Authorization conflicts with any terms of service supplied by CLIENT, this Authorization shall exclusively control the rights and obligations of the Parties

