

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT**NOTICE OF PUBLIC MEETING**

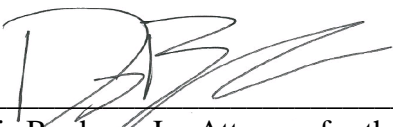
Notice is hereby given to all interested members of the public that the Board of Directors of the captioned district will hold a public meeting at **610 River Plantation Drive, Conroe, Texas 77302.**

The meeting will be held at **6:30 p.m.** on **Thursday, February 23, 2023.**

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. Financial and bookkeeping matters including:
 - a. Bookkeeper's report
 - b. Tax Assessor-Collectors' report
 - c. Review of investments
 - d. Payment of District bills
4. Operator's Report
5. Resolution Affirming Identity Theft Prevention Program
6. Rate Order
7. Engineer's Report
8. Release and Settlement with Consolidated Communications
9. Damage to District Facilities; Enforcement Action as Necessary
10. Annual report to Texas Comptroller pursuant to SB 625
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 Municipal Utility District

Bookkeeper's Report

February 23, 2023

Account Balances

As of February 23, 2023

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Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Money Market Funds					
TEXAS CLASS (XXXX0001)	11/15/2018		4.76 %	1,118,442.00	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX5416)			0.15 %	127,285.70	Cash In Bank
FIRST FINANCIAL BANK (XXXX5440)			0.20 %	1,458.97	Tax Deposit Account
FIRST FINANCIAL BANK (XXXX4421)			0.20 %	7,113.81	Online Account
Totals for Operating Fund:				\$1,254,300.48	
Fund: Capital Projects					
Money Market Funds					
TEXAS CLASS (XXXX0002)	01/14/2022		4.76 %	24,768.48	Series 2022 Park
TEXAS CLASS (XXXX0004)	04/05/2022		4.76 %	5,713,442.25	Series 2022 WS&D
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX5941)			0.00 %	322.70	Checking Account
Totals for Capital Projects Fund:				\$5,738,533.43	
Fund: Debt Service					
Money Market Funds					
TEXAS CLASS (XXXX0003)	01/14/2022		4.76 %	8,326.58	Park
TEXAS CLASS (XXXX0005)	04/05/2022		4.76 %	724,954.40	WS&D
Totals for Debt Service Fund:				\$733,280.98	
Fund: STP					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX0949)			0.00 %	16,302.97	Checking Account
Totals for STP Fund:				\$16,302.97	
Fund: JWP					
Checking Account(s)					
ALLEGIANCE BANK (XXXX1101)			0.00 %	0.00	Checking Account
Totals for JWP Fund:				\$0.00	
Grand total for River Plantation Municipal Utility District:				\$7,742,417.86	

Cash Flow Report - Checking Account

As of February 23, 2023

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/27/2023				\$111,866.92
Receipts				
	To Void Checks in Prior Fiscal Year		4,402.98	
	Accounts Receivable - EPUD -October 2022 - Partial		6,028.01	
	Interest		35.46	
	TML Reimbursement		322.42	
	Accounts Receivable - EPUD -October Add'l 2022		2,647.91	
	Accounts Receivable - EPUD -November 2022		6,494.35	
	Transfer from Tax Deposit Account		130,000.00	
	Accounts Receivable - EPUD -October 2022 - Partial Final		90,962.91	
Total Receipts				240,894.04
Disbursements				
23523	Municipal Operations & Consulting, Inc.	VOID: Operations & Maintenance (\$69,632.38)	0.00	
23524	Municipal Operations & Consulting, Inc.	VOID: Operations & Maintenance - WWTP(\$16,5	0.00	
23585	Consolidated Communications	%' % ' HYd\cbY'9I d! '5Xa Jb	(328.18)	
23608	Entergy	Utilities	(10,346.36)	
23609	Centerpoint Energy	Utilities-Admin	(44.72)	
23610	Republic Services #853	Operations- STP	(128.10)	
23612	Prepared Publications, Inc.	Operations Admin	(210.00)	
23613	Municipal Operations & Consulting, Inc.	Operator Expense - Reissue Check #23523	(69,632.38)	
23614	Municipal Operations & Consulting, Inc.	Operator Expense - WWTP - Reissue Check #2352	(16,533.38)	
23615	J & K Tree Services	Fence Installation	(950.00)	
23616	Data-Link	Retrieve Security Footage	(195.00)	
23617	SynapticIntegrations	Surveillance Equipment - Final	(2,313.20)	
23618	SynapticIntegrations	Surveillance Equipment - 60%	(9,103.91)	
23623	First Financial Bank, NA	Safety Deposit Box	(65.00)	
23624	Jack Daniel's Delivery Service	Delivery Expense	(59.15)	
23625	Lowes	Bank Service Charges	(45.45)	
23626	Mark C. Eyring, CPA , PLLC	Auditing Fees	(9,300.00)	
23627	Smith, Murdaugh, Little & Bonham, LLP.	Legal Fees	(22,082.44)	
23628	Municipal Operations & Consulting, Inc.	Operations & Maintenance	(51,966.55)	
23629	Vogler & Spencer Engineering	Engineering Fees	(3,336.25)	
23630	Municipal Accounts & Consulting L.P.	Bookkeeping Fees	(5,982.70)	
23631	BrightView Landscape, LLC	Landscape Service	(7,454.67)	
23632	River Plantation - STP	Purchased Sewer	(15,339.77)	
23633	Centerpoint Energy	Utilities	0.00	
23634	Prepared Publications, Inc.	Website	0.00	
23635	Consolidated Communications	Telephone Expense	0.00	
23636	Republic Services #853	Waste Removal	0.00	
23637	Entergy	Utilities	0.00	
Svc Chg	First Financial Bank	Bank Charges	(58.05)	
Total Disbursements				(225,475.26)
BALANCE AS OF 02/23/2023				\$127,285.70

Cash Flow Report - Tax Deposit Account Account

As of February 23, 2023

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/27/2023				\$7,701.51
Receipts				
	Tax Revenue		206.05	
	Tax Revenue		178,099.84	
	Tax Revenue		66,364.44	
	Interest		112.13	
Total Receipts				244,782.46
Disbursements				
Bnk Chg	First Financial Bank	Wire Transfer Fee	(25.00)	
Transfer	Texas Class	Transfer to Texas Class Account	(100,000.00)	
Wire	First Financial Bank	Transfer to Checking Account	(130,000.00)	
Wire	First Financial Bank	Transfer to STP Checking Account	(21,000.00)	
Total Disbursements				(251,025.00)
BALANCE AS OF 02/23/2023				\$1,458.97

Cash Flow Report - Online Account Account

As of February 23, 2023

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/27/2023				\$142,641.86
Receipts				
	Accounts Receivable		61,146.63	
	Accounts Receivable		3,627.89	
	Interest		36.38	
Total Receipts			<u>64,810.90</u>	64,810.90
Disbursements				
Return	First Financial Bank	Chargeback Bank Charge	(50.00)	
Return	First Financial Bank	Chargeback Bank Charge	(288.95)	
Transfer	River Plantation MUD	Transfer to Texas CLASS	(200,000.00)	
Total Disbursements			<u>(200,338.95)</u>	(200,338.95)
BALANCE AS OF 02/23/2023				<u><u>\$7,113.81</u></u>

Actual vs. Budget Comparison

January 2023

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		January 2023			October 2022 - January 2023			Annual
		Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	Budget
Revenues								
14110	Water - Customer Service Revenu	22,151	23,503	(1,352)	119,549	99,783	19,766	400,000
14112	EPUD Revenues	0	0	0	92,556	0	92,556	0
14130	Reconnection Fee	0	1,083	(1,083)	0	4,333	(4,333)	13,000
14150	Tap Connections-Water	110	333	(223)	790	1,333	(543)	4,000
14210	Sewer - Customer Service Fee	35,123	34,885	238	142,020	138,440	3,580	420,000
14220	Inspection Fees	0	0	0	2,485	0	2,485	0
14310	Penalties & Interest	1,201	1,000	201	5,651	4,000	1,651	12,000
14311	P&I Maintenance Tax Revenue	206	0	206	2,366	0	2,366	0
14330	Miscellaneous Income	4,725	83	4,642	4,770	333	4,436	1,000
14350	Maintenance Tax Collections	127,659	116,899	10,760	455,218	452,429	2,789	535,000
14360	ST Fee	284	323	(39)	1,289	1,293	(4)	3,880
14365	Bank Service Fees	0	4	(4)	0	17	(17)	50
14370	Interest Earned on Temp. Invest	2,955	375	2,580	11,763	1,500	10,263	4,500
14371	Interest Earned on Checking	184	20	164	358	80	278	240
14380	LSGCD Fees	487	773	(286)	2,689	3,296	(607)	13,000
14395	Prior Year Surplus	0	0	0	0	0	0	71,199
Total Revenues		195,085	179,282	15,802	841,505	706,838	134,667	1,477,869
Expenditures								
16105	Operations - Water	8,202	50,333	(42,132)	27,729	201,333	(173,604)	604,000
16110	Tap Connection Water	450	133	317	1,350	533	817	1,600
16130	Maintenance & Repairs - Water	34,827	4,000	30,827	150,138	16,000	134,138	48,000
16140	Chemicals - Water	684	1,167	(483)	2,653	4,667	(2,013)	14,000
16145	Landscape Service - Water	7,455	2,076	5,379	29,819	10,379	19,440	39,440
16150	Laboratory Expense - Water	798	500	298	11,601	2,000	9,601	6,000
16160	Utilities - Water	5,493	5,417	77	24,861	21,667	3,194	65,000
16161	Operations -Sewer	1,995	2,083	(88)	7,575	8,333	(758)	25,000
16162	TCEQ Permit Fees - Water	0	0	0	2,467	1,844	623	3,500
16163	LSGWCD Fees	0	0	0	19,199	19,425	(226)	20,500
16241	Maint & Repair - Sewer	2,476	4,983	(2,508)	63,760	19,933	43,826	59,800
16243	Utilities-Sewer	77	8	69	374	33	341	100
16244	Landscape Service - Sewer	0	2,076	(2,076)	0	10,379	(10,379)	39,440
16245	Tap Connection - Sewer	0	217	(217)	0	867	(867)	2,600
16251	Purchase Sewer Service	3,188	12,052	(8,864)	39,389	48,208	(8,819)	144,624
16255	Utilities - Joint Drainage	18	0	18	92	0	92	0
16256	Drainage Expense	0	1,942	(1,942)	813	7,767	(6,954)	23,300
16265	TCEQ Assessment Fees	0	0	0	958	1,000	(42)	3,500
16290	Maintenance & Repairs - Park	1,350	2,250	(900)	30,685	9,000	21,685	27,000
16300	Payroll- Directors	0	0	0	0	0	0	10,000
16320	Insurance & Surety Bond	0	0	0	30,604	25,000	5,604	25,000
16321	Printing & Office Supplies	2,428	300	2,128	8,451	1,200	7,251	3,600
16330	Legal Fees	21,754	15,000	6,754	72,652	60,000	12,652	180,000
16332	Bookkeeping Fees	5,806	3,741	2,065	34,270	14,965	19,305	44,895
16336	Tax Assessor/Collector	0	0	0	444	800	(356)	800
16337	Appraisal District Fees	0	0	0	1,634	1,000	634	4,000
16340	Auditing Fees	9,300	10,000	(700)	9,300	10,000	(700)	10,000
16350	Engineering Fees	3,336	5,167	(1,830)	18,664	20,667	(2,002)	62,000
16375	AWBD Expense	530	0	530	530	128	402	700
16385	Membership & Dues	0	0	0	750	0	750	30
16450	Legal Notices & Other Publ.	0	8	(8)	279	33	246	100
16465	Bank Service Charges	416	45	371	848	180	668	540
16480	Delivery Expense	86	42	44	290	167	123	500

Actual vs. Budget Comparison

January 2023

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	January 2023			October 2022 - January 2023			Annual Budget
	Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	
Expenditures							
16520 Postage	454	400	54	2,250	1,600	650	4,800
16540 Travel Expense	4	125	(121)	70	500	(430)	1,500
16560 Miscellaneous Expense	13,834	83	13,750	15,105	333	14,772	1,000
16701 Payroll-TWC/ TAX	0	0	0	0	0	0	1,000
Total Expenditures	124,960	124,148	812	609,605	519,941	89,664	1,477,869
Excess Revenues (Expenditures)	\$70,124	\$55,134	\$14,990	\$231,899	\$186,897	\$45,003	\$0

River Plantation MUD - GOF
Accounts Receivable-EPUD

As of September 30, 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance
11501 - Accounts Receivable -EPUD							8,368.92
General Journal	01/31/2022	AR	Accounts Receivable	Accounts Receivable - EPUD - Dec 2022		8,368.92	0.00
General Journal	01/31/2022	EPUD		January 2022	6,264.04		6,264.04
General Journal	02/28/2022	EPUD		February 2022	7,189.86		13,453.90
General Journal	03/31/2022	EPUD		March 2022	7,748.48		21,202.38
General Journal	04/30/2022	EPUD		April 2022	6,109.96		27,312.34
General Journal	04/30/2022	AR	Accounts Receivable	Accounts Receivable - EPUD -Jan 20222		6,264.04	21,048.30
General Journal	04/30/2022	AR	Accounts Receivable	Accounts Receivable - EPUD -Feb 20222		7,189.86	13,858.44
General Journal	05/31/2022	AR	Accounts Receivable	Accounts Receivable - EPUD -March 20222		7,748.48	6,109.96
General Journal	05/31/2022	EPUD		May 2022	5,867.86		11,977.82
General Journal	06/30/2022	EPUD		June 2022	5,965.13		17,942.95
General Journal	07/31/2022	AR	East Plantation UD	Accounts Receivable - EPUD -Apr 20222		6,109.96	11,832.99
General Journal	07/31/2022	EPUD		July 2022	6,278.47		18,111.46
General Journal	08/31/2022	AR	East Plantation UD	Accounts Receivable - EPUD -May 20222		5,867.86	12,243.60
General Journal	08/31/2022	EPUD		August 2022	3,441.59		15,685.19
General Journal	09/30/2022	EPUD		Sept 2022	9,051.63		24,736.82
General Journal	10/05/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD -June 20222		5,965.13	18,771.69
General Journal	10/05/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD -July 20222		6,278.47	12,493.22
General Journal	10/31/2022	EPUD		Oct 2022	96,990.91		109,484.13
General Journal	10/31/2022	EPUD		Oct 2022 Addl	2,647.91		112,132.04
General Journal	11/30/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD -September 20222		9,051.63	103,080.41
General Journal	11/30/2022	EPUD		Nov 2022	6,494.35		109,574.76
General Journal	11/30/2022	EPUD		Nov 2022 Add'l	3,237.10		112,811.86
General Journal	12/31/2022	EPUD		Dec 2022	6,677.94		119,489.80
General Journal	01/31/2023	Receipt	East Plantation UD	Accounts Receivable - EPUD -October 2022 - ...		6,028.01	113,461.79
General Journal	02/02/2023	Receipt	East Plantation UD	Accounts Receivable - EPUD -October Add'l 2...		2,647.91	110,813.88
General Journal	02/02/2023	Receipt	First Financial Bank	Accounts Receivable - EPUD -November 2022		6,494.35	104,319.53
General Journal	02/16/2023	Receipt	East Plantation UD	Accounts Receivable - EPUD -October 2022 - ...		90,962.91	13,356.62
General Journal	02/16/2023	Receipt		Correction to EPUD Oct Receivable (Overpay...	0.01		13,356.63
Total 11501 - Accounts Receivable -EPUD					173,965.24	168,977.53	13,356.63
TOTAL					173,965.24	168,977.53	13,356.63

Cash Flow Report - Checking Account

As of February 23, 2023

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/27/2023				\$317.40
Receipts				
	Interest		5.78	
	Transfer from TX Class Series 2022 WS&D		8,464.25	
Total Receipts				8,470.03
Disbursements				
1016	Vogler & Spencer Engineering	Engineering Expense	(8,464.25)	
Bnk Chg	First Financial Bank	Bank Service Charge	(0.48)	
Total Disbursements				(8,464.73)
BALANCE AS OF 02/23/2023				\$322.70

RIVER PLANTATION MUD

Capital Projects Fund Breakdown

2/23/2023

Receipts

Series 2022 Park - Bond Proceeds	\$	1,675,000.00
Series 2022 Park - Bond Interest Earnings		720.88
Series 2022 WS&D - Bond Proceeds		6,950,000.00
Series 2022 WS&D- Bond Interest Earnings		118,241.86

Disbursements

Disbursements - Series 2022 - Park		(1,650,629.08)
Disbursements - Series 2022 - WS&D		(1,354,800.23)

Total Cash Balance	\$	<u><u>5,738,533.43</u></u>
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Balances by Account

First Financial Bank	\$	322.70
TX Class XXXX-0002		24,768.48
TX Class XXXX-0004		5,713,442.25
Cash Balance	\$	<u><u>5,738,533.43</u></u>

Balances by Bond Series

Series 2022 Park - Bond Proceeds	\$	25,091.80
Series 2022 WS&D - Bond Proceeds		5,713,441.63
Total Cash Balance	\$	<u><u>5,738,533.43</u></u>

Use of Surplus/Remaining Costs

Series 2022 Park - Remaining Costs	\$	-
Series 2022 WS&D - Remaining Costs		5,545,466.41
Total Remaining Costs		<u>5,545,466.41</u>
Series 2022 Park - Surplus & Interest		25,091.80
Series 2022 WS&D - Surplus & Interest		167,975.22
Total Surplus Funds	\$	<u><u>193,067.02</u></u>

Total Funds	\$	<u><u>5,738,533.43</u></u>
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**COST COMPARISON
RIVER PLANTATION MUD
SERIES 2022 Park - \$1,675,000.00**

CONSTRUCTION COSTS	<u>USE OF PROCEEDS</u>	<u>ACTUAL COSTS</u>	<u>REMAINING COSTS</u>	<u>VARIANCE OVER/UNDER</u>
Land Acquisition Costs for Former Charleston Course Site	1,398,250.00	1,377,226.00	0.00	21,024.00
TOTAL CONSTRUCTION COSTS	<u>1,398,250.00</u>	<u>1,377,226.00</u>	<u>0.00</u>	<u>21,024.00</u>
Legal Fees	50,250.00	50,250.00	0.00	0.00
Financial Advisory Fees	33,500.00	33,500.00	0.00	0.00
Capitalized Interest	49,621.00	49,620.83	0.00	0.17
Bond Discount	47,374.00	14,216.00	0.00	33,158.00
Bond Issuance Expenses	25,513.00	54,953.95	0.00	(29,440.95)
Bond Application Report	40,000.00	40,000.00	0.00	0.00
Attorney General Fee	1,675.00	1,675.00	0.00	0.00
TCEQ Bond Issuance Fee	4,188.00	4,187.50	0.00	0.50
Contingency	24,629.00	25,000.00	0.00	(371.00)
TOTAL NONCONSTRUCTION COSTS	<u>276,750.00</u>	<u>273,403.28</u>	<u>0.00</u>	<u>3,346.72</u>
	<u>\$1,675,000.00</u>	<u>\$1,650,629.28</u>	<u>\$0.00</u>	<u>\$24,370.72</u>
			Interest	720.94
			Surplus & Interest	25,091.80
			Total Dollars Remaining	\$25,091.80
		\$24,370.72		

TOTAL BOND ISSUE

**COST COMPARISON
RIVER PLANTATION MUD
SERIES 2022 WS&D - \$6,950,000.00**

CONSTRUCTION COSTS	USE OF PROCEEDS	ACTUAL COSTS	REMAINING COSTS	VARIANCE OVER/UNDER
WWTF Rehab Phase 1	625,000.00	0.00	625,000.00	0.00
WWTF Electrical Upgrades	615,000.00	16,044.73	598,955.27	0.00
WP No. 3 Electrical Upgrades	72,500.00	23,772.16	48,727.84	0.00
WP No. 2 Recoating	178,500.00	2,062.50	176,437.50	0.00
Fire Hydrant & Valve Survey	50,757.00	0.00	50,757.00	0.00
Fire Hydrant & Valve Rehab	152,500.00	0.00	152,500.00	0.00
Sanitary Clean & Televis	326,177.00	97,692.23	228,484.77	0.00
Sanitary Sewer Rehab Phase 1	382,896.00	21,199.73	361,696.27	0.00
Sanitary Sewer Rehab Phase 2	367,898.00	1,493.75	366,404.25	0.00
Sanitary Sewer Rehab Phase 3	366,682.00	0.00	366,682.00	0.00
Sanitary Manhole Rehab Phase 1	390,785.00	0.00	390,785.00	0.00
Storm Sewer Clean & Televis	28,538.00	34,770.73	0.00	(6,232.73)
Channel Survey & Evaluation	50,000.00	0.00	50,000.00	0.00
Storm Sewer Rehab Phase 1	389,889.00	0.00	389,889.00	0.00
Storm Sewer Rehab Phase 2	390,847.00	77,841.00	313,006.00	0.00
Mosswood Ditch Rehab Phase 1	559,825.00	117,697.87	442,127.13	0.00
Contingency	954,015.00	0.62	954,014.38	0.00
TOTAL CONSTRUCTION COSTS	5,901,809.00	392,575.32	5,515,466.41	(6,232.73)
Legal Fees	238,500.00	208,500.00	30,000.00	0.00
Financial Advisory Fees	139,000.00	139,000.00	0.00	0.00
Capitalized Interest	347,500.00	302,225.00	0.00	45,275.00
Bond Discount	208,500.00	130,578.50	0.00	77,921.50
Bond Issuance Expenses	35,366.00	102,596.41	0.00	(67,230.41)
Bond Application Report	55,000.00	55,000.00	0.00	0.00
Attorney General Fee	6,950.00	6,950.00	0.00	0.00
TCEQ Bond Issuance Fee	17,375.00	17,375.00	0.00	0.00
Contingency	0.00	0.00	0.00	0.00
TOTAL NONCONSTRUCTION COSTS	1,048,191.00	962,224.91	30,000.00	55,966.09
	<u>\$6,950,000.00</u>	<u>\$1,354,800.23</u>	<u>\$5,545,466.41</u>	<u>\$49,733.36</u>
			Interest	118,241.86
			Surplus & Interest	167,975.22
			Total Dollars Remaining	\$5,663,708.47
		\$49,733.36		

TOTAL BOND ISSUE

Cash Flow Report - Checking Account

As of February 23, 2023

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/27/2023				\$0.00
Receipts				
	Transfer from Operating to Cover STP Expenses		21,000.00	
	Accounts Receivable - River Plantation		<u>15,339.77</u>	
Total Receipts				36,339.77
Disbursements				
1001	DXI Industires, Inc.	Chemicals	(202.50)	
1002	Municipal Accounts & Consulting LP	Bookkeeping Fees - STP	(112.50)	
1003	Municipal Operations & Consulting	Operator Expense	(16,345.30)	
1004	NWDLS	Lab Fees	(2,090.00)	
1005	Vogler & Spencer Engineering	Engineering Fees - STP	<u>(1,286.50)</u>	
Total Disbursements				<u>(20,036.80)</u>
BALANCE AS OF 02/23/2023				<u><u>\$16,302.97</u></u>

Balance Sheet

As of January 31, 2023

17

Jan 31, 23

ASSETS

Current Assets

Checking/Savings

%\$\$ '7Uj' j'6Ub_	21,916
%\$\$ 'HU '8 Ydcgjh5Wti bh	252,459
%\$\$ 'C b' j'6Y5Wti bh	207,114

Total Checking/Savings

481,489

Other Current Assets

%\$\$ 'Hja Y8 Ydcgjh	935,247
%\$\$ '5Wti bhgF Wj UY	75,455
%\$\$ '5Wti bhgF Wj UY!9DI 8	113,462
%\$\$ 'A UjbYbWbW HU F Wj UY	227,682
%\$\$ 'bj YbrcfYg! 7cgh	3,983
%\$\$ '8 i Y: fca 'c]bhD'Ubh	2,071
%\$\$ '8 i Y: fca 'c]bh8 fUjU Y	813
%(\$ '8 i Y: fca '7cbgfi Wjcb	64,228

Total Other Current Assets

1,422,940

Total Current Assets

1,904,429

TOTAL ASSETS

1,904,429

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

%\$\$ '5Wti bhgDUhtUY	102,061
-----------------------	---------

Total Accounts Payable

102,061

Other Current Liabilities

%*%\$ '7i gha Yf'A Yhf'8 Ydcgjh	118,014
%+) \$ '8 i YHc'8 Wh: i bX	116,805
%+* \$ '8 i Yhc' HU '5ggYggf	962
%++% '8 YZffYX' -bZck g	227,682

Total Other Current Liabilities

463,463

Total Current Liabilities

565,523

Total Liabilities

565,523

Equity

%\$\$ '1 bU'cWYX: i bX'6UUbW	1,107,007
------------------------------	-----------

Net Income	231,899
------------	---------

Total Equity

1,338,906

TOTAL LIABILITIES & EQUITY

1,904,429

River Plantation Municipal Utility District
District Debt Service Payments

02/01/2023 - 02/01/2024

18

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
Debt Service Payment Due 03/01/2023						
Bank of New York	2022 - Park	03/01/2023		0.00	24,615.63	24,615.63
Bank of New York	2022 - WS&D	03/01/2023		0.00	230,866.30	230,866.30
		Total Due 03/01/2023		0.00	255,481.93	255,481.93
Debt Service Payment Due 09/01/2023						
Bank of New York	2022 - Park	09/01/2023		25,000.00	24,615.63	49,615.63
Bank of New York	2022 - WS&D	09/01/2023		25,000.00	151,112.50	176,112.50
		Total Due 09/01/2023		50,000.00	175,728.13	225,728.13
		District Total		\$50,000.00	\$431,210.06	\$481,210.06

2023 AWBD Annual Conference

River Plantation Municipal Utility District

Thursday, June 22- Saturday, June 25, 2023

Corpus Christi, TX

Director	Registration			Prior Conference Expenses
Name	Attending	Online	Paid	Paid
Julie Gilmer				No
Tim Goodman				No
Betty Brown				
Karl Sakocius				
Tom Vandever				

Note

Register on-line www.awbd-tx.org (For log in assistance, contact Taylor Cavnar: tcavnar@awbd-tx.org)

This page only confirms registration for the conference, not hotel registrations.

All hotel reservations are the sole responsibility of each attendee.

Your conference registration confirmation will contain a housing reservation request web link.

The link will require the registration number from your conference registration before you can reserve a room.

All requests for an advance of funds must be sent via email to the bookkeeper within 30 days of conference.

Registration Dates

Early Registration: Begins

Regular Registration: Begins

Late Registration Begins

Cancellation Policy

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before

There will be no refunds after 12/15/21.

Housing Information

Hotel reservations are only available to attendees who are registered with AWBD-TX for the Conference.

If you have questions, please call Taylor Cavnar at (281) 350-7090

REPORT OF TAXES COLLECTED

ALL YEARS

CURRENT MONTH OF:

January-23

TAXES TO BE COLLECTED AS OF 12/01/2022	\$	472,145.83
PAYMENTS CURRENT MONTH	\$	(244,464.28)
NEW TAX LEVY FOR 2022 TAX YEAR	\$	-
ADJUSTMENT IN LEVY BY Tammy McRea's Office	\$	-
TOTAL AMT. RECEIVABLE 12/31/2022	\$	<u>227,681.55</u>

<u>TAXES COLLECTED:</u>	BALANCE FORWARD	CURRENT MONTH	YEAR TO DATE
CURRENT YEAR	\$ 622,341.70	\$ 245,411.13	\$ 867,752.83
PRIOR YEAR TAXES	\$ 5,800.20	\$ 1,509.13	\$ 7,309.33
OVERPAYMENTS	\$ (351.10)	\$ (2,455.98)	\$ (2,807.08)
OTHER	\$ -	\$ -	\$ -
TOTAL TAXES COLLECTED	<u>\$ 627,790.80</u>	<u>\$ 244,464.28</u>	<u>\$ 872,255.08</u>
COST TO COLLECT TAXES	\$ (444.00)	\$ -	\$ (444.00)
OVERPAYMENT P&I	\$ -	\$ -	\$ -
Rendition/OTHER INCOME:	\$ (0.38)	\$ -	\$ (0.38)
PENALTY & INTEREST	<u>\$ 2,282.07</u>	<u>\$ 206.05</u>	<u>\$ 2,488.12</u>
TOTAL INCOME	<u>\$ 629,628.49</u>	<u>\$ 244,670.33</u>	<u>\$ 874,298.82</u>
<u>DEDUCTIONS:</u>			
APPRAISAL DIST. ADJUSTMENTS	\$ -	\$ -	\$ -
TOTAL AMT. OF DEDUCTIONS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
NET AMOUNT RECEIVED	<u>\$ 629,628.49</u>	<u>\$ 244,670.33</u>	<u>\$ 874,298.82</u>

COMPARISON OF NET TAXES COLLECTED THIS YEAR TO LAST YEAR

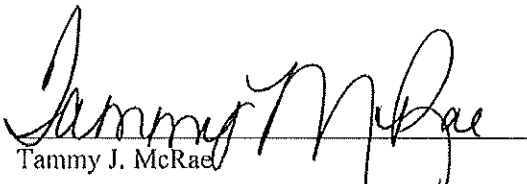
MONTH	LAST YEAR	THIS YEAR	VARIANCE
OCT	\$ 12,671.56	\$ 13,558.17	\$ 886.61
NOV	\$ 35,160.18	\$ 61,154.85	\$ 25,994.67
DEC	\$ 285,285.78	\$ 554,915.47	\$ 269,629.69
JAN	\$ 116,194.08	\$ 244,670.33	\$ 128,476.25
FEB	\$ 46,532.51	\$ -	\$ (46,532.51)
MAR	\$ 10,097.00	\$ -	\$ (10,097.00)
APR	\$ 2,928.85	\$ -	\$ (2,928.85)
MAY	\$ 9,115.35	\$ -	\$ (9,115.35)
JUN	\$ 9,550.00	\$ -	\$ (9,550.00)
JUL	\$ 3,642.23	\$ -	\$ (3,642.23)
AUG	\$ 4,960.73	\$ -	\$ (4,960.73)
SEP	\$ 1,170.09	\$ -	\$ (1,170.09)
TOTAL	<u>\$ 537,308.36</u>	<u>\$ 874,298.82</u>	<u>\$ 336,990.46</u>

Tammy J. McRae
Montgomery County
Tax Assessor-Collector


Monthly Tax Collection Report
For the month of January 2023

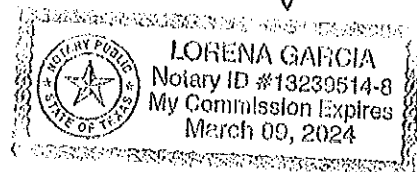
River Plantation MUD

	<u>MTD</u>	<u>YTD</u>
2022 Base Tax	\$ 245,411.13	\$ 867,752.83
2022 Penalty & Interest	-	-
Prior Years Base Tax	1,509.13	7,309.33
Prior Years Penalty & Interest	206.05	2,488.12
Reversals (Refunds, Returned Items, Transfers)	(2,455.98)	(2,807.08)
Collection Fee	-	(444.00)
5% Rendition Fee	-	(0.38)
 Total Collections	 <u>\$ 244,670.33</u>	 <u>\$ 874,298.82</u>


Tammy J. McRae
Montgomery County Tax Assessor-Collector

Sworn to and subscribed before me on the 2nd day of January, 2023.


Notary Public in and for the State of Texas



TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION

4197149
TC298-D SELECTION: DEPOSIT

FROM: 01/01/2023 THRU 01/31/2023

RECEIPT DATE: ALL
LOCATION: ALL

INCLUDES AG ROLLBACK
JURISDICTION: 0412 RIVER PLANTATION MOD

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2022	M & O	.270000	126,149.96	.00	.00	.00	126,149.96	.00	.00	.00	126,149.96
	I & S	.250000	116,805.19	.00	.00	.00	116,805.19	.00	.00	.00	116,805.19
	TOTAL	.520000	242,955.15	.00	.00	.00	242,955.15	.00	.00	.00	242,955.15
2021	M & O	.316000	1,385.00	.00	162.20	.00	1,547.20	166.51	.00	.00	1,713.71
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.316000	1,385.00	.00	162.20	.00	1,547.20	166.51	.00	.00	1,713.71
2020	M & O	.322300	123.46	.00	43.21	.00	166.67	33.33	.00	.00	200.00
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.322300	123.46	.00	43.21	.00	166.67	33.33	.00	.00	200.00
2015	M & O	.320000	.67	.00	.64	.00	1.31	.25	.00	.00	1.56
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.320000	.67	.00	.64	.00	1.31	.25	.00	.00	1.56
ALL	M & O		127,659.09	.00	206.05	.00	127,865.14	200.09	.00	.00	128,065.23
	I & S		116,805.19	.00	.00	.00	116,805.19	.00	.00	.00	116,805.19
	TOTAL		244,464.28	.00	206.05	.00	244,670.33	200.09	.00	.00	244,870.42
DLQ	M & O		1,509.13	.00	206.05	.00	1,715.18	200.09	.00	.00	1,915.27
	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL		1,509.13	.00	206.05	.00	1,715.18	200.09	.00	.00	1,915.27
CURR	M & O		126,149.96	.00	.00	.00	126,149.96	.00	.00	.00	126,149.96
	I & S		116,805.19	.00	.00	.00	116,805.19	.00	.00	.00	116,805.19
	TOTAL		242,955.15	.00	.00	.00	242,955.15	.00	.00	.00	242,955.15

02/01/2023 01:53:13 4197150

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 01/01/2023 TO 01/31/2023

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2022 END: 09/30/2023 JURISDICTION: 0412 RIVER PLANTATION MUD

CURRENT YEAR	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	180,319,398	24,409,905	204,729,303	00.520000	1,064,602.89	987

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE COLL %	YTD UNCOLL
2022	937,671.39	.00	126,931.50	242,955.15	865,296.85	199,306.04	81.28
2021	15,840.68	.00	351.10-	1,385.00	3,961.97	11,527.61	25.59
2020	7,174.44	.00	0.00	123.46	1,420.01	5,754.43	19.79
2019	3,999.98	.00	0.00	0.00	618.88	3,381.10	15.47
2018	3,067.97	.00	0.00	0.00	365.72	2,702.25	11.92
2017	2,325.02	.00	0.00	0.00	91.78	2,233.24	3.95
2016	1,311.19	.00	0.00	0.00	50.46	1,260.73	3.85
2015	713.87	.00	0.00	0.67	51.11	662.76	7.16
2014	354.63	.00	0.00	0.00	50.44	304.19	14.22
2013	332.97	.00	0.00	0.00	50.44	282.53	15.15
2012	63.24	.00	0.00	0.00	50.44	12.80	79.76
2011	66.44	.00	0.00	0.00	50.44	16.00	75.92
2010	61.28	.00	0.00	0.00	48.88	12.40	79.77
2009	61.28	.00	0.00	0.00	48.88	12.40	79.77
2008	61.48	.00	0.00	0.00	49.04	12.44	79.77
2007	62.36	.00	0.00	0.00	49.74	12.62	79.76
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	69.51	.00	0.00	0.00	0.00	69.51	0.00
2001	0.00	.00	0.00	0.00	0.00	0.00	0.00
****	973,356.23	.00	126,580.40	244,464.28	872,255.08	227,681.55	0.00
CURR	937,671.39	.00	126,931.50	242,955.15	865,296.85	199,306.04	0.00
DELC	35,684.84	.00	351.10-	1,509.13	6,958.23	28,375.51	0.00



MONTHLY OPERATIONS REPORT FOR RIVER PLANTATION MUD

January, 2023

Connections: 975
Vacant: 3

REVENUE:	Water	LSGCD	Sewer	TCEQ	Taps	Deposits	Penalty	Misc.	TOTAL
	\$ 22,375.40	\$ 501.62	\$ 31,540.62	\$ 270.70	\$ -	\$ 700.00	\$ 1,109.67	\$ 5,276.74	\$ 61,774.75
BILLED CONS:	Residential	Builder	Multi Family	Irrigation	STP/LS	Commercial	Total		
	5,710,000	0	0	37,000	440,000	15,000	6,202,000		

WATER:	12/20/22 - 01/19/23	LSGCD - Well Permit
Gallons pumped from Well No.2	4,694,000	Permit Expires: 12/31/2023
Gallons pumped from Well No.3	1,882,000	Permitted Authorization: 225,868,339
Total Pumpage/Received	6,576,000	January Withdrawal: 5,355,000
Total Gallons Billed	6,202,000	Y-T-D Withdrawal: 5,355,000
Leaks, Construction, Flushing	10,000	Amount Remaining: 220,513,339
Pumped vs. Billed	94%	
Pumped vs. Accounted	94%	
Leaks repaired in District	5	

Bacteriological samples: 6 Good

WASTEWATER TREATMENT PLANT

T.C.E.Q. Permit Number: TX0025674
Permit expiration date: September 20, 2023

	January, 2023			Measured by:
Average daily flow	427,800	Permitted Daily Flow	600,000	gal.per day
Average CBOD	2.25	Permitted CBOD	10	mg/l
Average Total Suspended Solids	4.03	Permitted T.S.S.	15	mg/l
Average Ammonia Nitrogen	0.81	Permitted Ammonia Nitrogen	3	mg/l
Average PH	7.53	Permitted PH	6.00 - 9.00	STD UNIT
Average Dissolved Oxygen	8.43	Permitted Dissolved Oxygen (Min.)	6.0	mg/l
Maximum Chlorine Residual	3.88	Permitted Chlorine Maximum	4.0	mg/l
Minimum Chlorine Residual	1.22	Permitted Chlorine Minimum	1.0	mg/l
Average E. coli	2.28	Permitted E. coli	63.0	mpn/100 ml
Total Rainfall	8.91"			

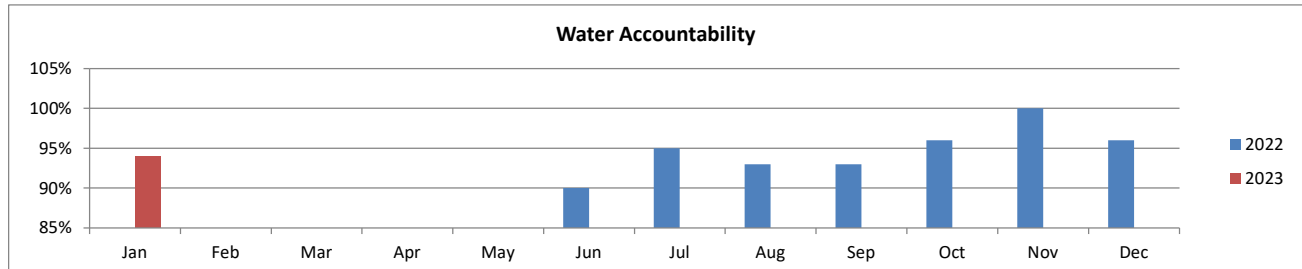
Sewer Treatment plant is currently operating at 71% of the permitted capacity.

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

Notes:

Number of customers used 30k - 50k gal. 4
Number of customers used an excess of 50k gal. 1
Number of customers used an excess of 100k gal. 0

Aged Receivables:	Current	30 day	60 day	90 day	120 day	Total
	\$ 58,530.64	\$ 3,262.07	\$ 6,005.85	\$ 3,166.94	\$ 8,117.57	\$ 79,083.07



Collapse Header

Permit TX0025674 **Major:** **Permittee Address:** PO BOX 747
 RIVER PLANTATION MUD **Permittee:** RIVER PLANTATION MUD WWTP
 RIVER PLANTATION MUD WWTP **Facility Location:** CONROE, TX 77305
 001 - External Outfall **Discharge:** MONTGOMERY COUNTY, TX 77302
 From 01/01/23 to 01/31/23 **DMR Due Date:** 02/20/23
Report Dates & Status **NetDMR Validated**
Monitoring Period:
Status:
Principal Executive Officer
First Name:
Title:
No Data Indicator (NODI)
Form NODI:

Parameter	NODI	Quantity or Loading		Quality or Concentration			# of Ex.	Freq. of Analysis	Smpl. Type
		Value 1	Value 2	Value 1	Value 2	Value 3			
00300 Oxygen, dissolved [DO] 1 - Effluent Gross	Smpl.			= 8.43			mg/L	01/07	GR
Season: 0	Req.			>= 6.0 Monthly Minimum			Milligrams per Liter	Weekly	GRAB
NODI:	NODI								
00400 pH 1 - Effluent Gross	Smpl.			= 7.33		= 7.72	SU	01/07	GR
Season: 0	Req.			>= 6.0 Minimum		<= 9.0 Maximum	Standard Units	Twice Per Month	GRAB
NODI:	NODI								
00530 Solids, total suspended 1 - Effluent Gross	Smpl.	= 13.4				= 8.84	mg/L	01/07	CS
Season: 0	Req.	<= 75.0 Daily Average				<= 40.0 Daily Maximum	Milligrams per Liter	Weekly	COMPOS
NODI:	NODI								
00610 Nitrogen, ammonia total [as N] 1 - Effluent Gross	Smpl.	= 2.28		= 0.812		= 1.43	mg/L	01/07	CS
Season: 0	Req.	<= 15.0 Daily Average		<= 3.0 Daily Average		<= 10.0 Daily Maximum	Milligrams per Liter	Weekly	COMPOS
NODI:	NODI								

Parameter Code	Parameter Name	NODI	Quantity or Loading			Quality or Concentration			# of Ex.	Freq. of Analysis	Smpl. Type
			Value 1	Value 2	Units	Value 1	Value 2	Value 3			
50050	Flow, in conduit or thru treatment plant	Smpl.	= 0.4278	= 0.906	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.	= 1.22			= 3.88			0	01/01	GR
	1 - Effluent Gross										
Season: 0		Req.	>= 1.0 Monthly Minimum			<= 4.0 Monthly Maximum				Daily	GRAB
NODI:		NODI									
51040	E. coli	Smpl.				= 2.28			0	02/30	GR
	1 - Effluent Gross										
Season: 0		Req.	<= 63.0 Daily Average			<= 200.0 Daily Maximum				Twice Per Month	GRAB
NODI:		NODI									
80082	BOD, carbonaceous [5 day, 20 C]	Smpl.	< 6.59			= 2.78			0	01/07	CS
	1 - Effluent Gross										
Season: 0		Req.	<= 50.0 Daily Average			<= 25.0 Daily Maximum				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: 02/15/23 2:44 CST

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 23, 2023, 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 23, 2023, 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 23, 2023.

Secretary



RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Resolution for Adoption of Order
Establishing Policy and Rates for Water and Sewer Service

The Board of Directors (“Board”) of River Plantation Municipal Utility District (the “District”) met at the Board’s regular meeting place on February 23, 2023 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 directors absent:

None

when the following business was transacted:

The order set out below was introduced for consideration of the board. 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:

Any order and amendments thereto, heretofore adopted by the board of directors, providing for policy or rates for water and sewer service for customers within the District, is hereby revoked upon the effective date of this order.

The order hereinafter set forth shall become effective on February 24, 2023.

**ORDER ESTABLISHING POLICY AND RATES
FOR WATER AND SEWER SERVICE**

ARTICLE I

General Provisions

Section 1.1. Definitions

For purposes of this order, the following words or terms shall have the following meanings:

a) “Commercial Consumers” shall mean and include any office building, hotel, retail store, clubhouse, warehouse, service station, or other establishment rendering a service or offering a product for sale to the public; schools; and any and all establishments not generally considered a single-family residence, nor a church nor non-profit entity.

b) “Community Consumer” shall mean those Consumers which, through the procedures described in Section 2.9 of this Order, the District shall determine are not commercial or residential; but which represent characteristics of community benefit. Community Consumers shall include, but shall not be limited to, homeowner associations.

c) “Consumer” shall mean the occupant of a residential, commercial or industrial structure within the area of the District, whether the owner, renter or lessee thereof.

d) “Delinquent bill” shall mean a bill for water and/or sewer service which has not been paid within fifteen (15) days after the date of the bill for the preceding month’s service.

e) “Extreme Weather Emergency” shall mean a period beginning when the previous day's highest temperature within the boundaries of the District did not exceed 28 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for the area within the boundaries of the District. For purposes of this definition, an Extreme Weather Emergency is over on the second business day the temperature within the boundaries of the District exceeds 28 degrees Fahrenheit.

f) “Fees and Rates Schedule” shall mean the Water and Sewer Service Fees and Rates, approved by order of the board of directors for the District on December 14, 2022, which may be amended from time to time.

g) “Grease Trap” shall mean a facility connected to the Consumer’s sanitary sewer

line in a manner and form approved by the District’s operator, which is designed to trap grease, oil, or other harmful residue prior to discharge into the District’s waste treatment collection line.

h) “Nontaxable Entity” shall mean an entity which is exempt from ad valorem taxation under Chapter 11, Texas Tax Code, as amended.

i) “Operator” shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the plants and lines of the District’s system.

j) “Owner” shall mean the record title owner of a residential, commercial, or industrial structure within the District, whether an individual, partnership or corporation.

k) “Residential connection” or “Residential Consumer” shall mean and include any single-family residence, townhouse, or multiplex (other than apartments), when such is separately metered.

l) “Separate connection” shall mean each residential unit occupied by a separate family or person, including separate apartments and townhouses within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

m) “System” as used herein shall mean the water and/or sanitary sewer facilities of the District and all extensions and additions thereto, whether now in place or hereafter constructed.

n) “Unacceptable plumbing practices” shall mean practices not accepted by or which are in violation of the Southern Standard Plumbing Code, the Uniform Plumbing Code or the National Standard Plumbing Code.

o) “Unauthorized Usage” shall mean the intentional or unintentional receiving of water and/or sewer service from the District without making prior application, as required herein; or the reestablishment of water or sewer service by someone other than a duly authorized District representative.

Section 1.2. Consumers not entitled to specific quantity or pressure of water

Water Consumers are not guaranteed a specific quantity or pressure of water for any purpose whatever, and it is understood that District is only to furnish a connection with its water system and is in no case to be liable for failure or refusal to furnish water or any particular amount or pressure of water.

Section 1.3. Water connections generally

No person, other than the properly authorized agents of the District, shall be permitted to tap or make any connection with the mains or distributing pipes of the District's water system, or make any repairs or additions to or alterations in any tap, pipe, cock, or other fixture connected with the service-water pipe.

Section 1.4. Unauthorized practices

a) Potable water-supply piping, water discharge outlets, backflow-prevention devices or similar equipment shall not be located so as to make possible their submergence in any contaminated or polluted liquid or substance.

b) The Operator or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the landowner in advance, to enter upon any tract within the District to inspect individual water facilities prior to providing service and periodically thereafter to prevent possible cross-connections between the potable water system and any non-potable water. All water Consumers shall allow their property to be inspected for possible cross-connections and other Unacceptable Plumbing Practices. The District shall notify the Consumer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during an initial inspection or any periodic reinspection. The Consumer shall immediately correct any unacceptable plumbing practice on its premises.

c) Continuous efforts shall be made by the District to locate unauthorized connections or taps, possible interconnections between privately owned water systems and the public water system, and other Unacceptable Plumbing Practices. As Unacceptable Plumbing Practices are located, they shall be eliminated so as to prevent possible contamination of the water supplied by the District.

d) The District shall consider the existence of a health hazard as identified in 30 Texas Administrative Code § 290.47 (f), or other serious threat to the integrity of the water supplied by the District, to be sufficient grounds for immediate termination of water service to Consumers who may be vulnerable to possible water supply contamination. If terminated under such circumstances, water service shall be restored by the District when it determines that such health hazard or other source of potential contamination no longer exists, or when the health hazard or other contamination source has been isolated from the District's water supply system in accordance with 30 Texas Administrative Code § 290.44 (h). The District is not required to

follow the provisions of Section 2.3 when terminating water service under this Section 1.4d).

e) The District may invoke the procedure described in Section 2.3 of this Order to discontinue water service to a Consumer in the event such Consumer either (1) refuses to permit an inspection pursuant to this Section, or (2) fails, within a reasonable time after receiving written notice issued by the Board, to correct or remove any unauthorized connection, tap, plumbing or other condition found to be contributing to or causing contamination of the District's water supply.

f) All tampering with District meters, taps or other District facilities, Unauthorized Usage of water or sewer service, and illegal discharges into the District's sanitary or storm sewer systems are prohibited. In addition to any of the foregoing, the District may bill and collect from any Consumer who violates the terms of this section any costs or expenses incurred by the District as a result of such violation. Any fees or penalties assessed pursuant to this section shall be in addition to the fees required for the restoration of service.

Section 1.5 Plumbing restrictions

The following Unacceptable Plumbing Practices are prohibited by State regulations and the District:

a) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention assembly in accordance with Commission regulations.

b) No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an approved air-gap or a reduced pressure principle backflow prevention device.

c) No connection which allows water used for condensing, cooling or industrial processes back to the public water supply is permitted.

d) No pipe or pipe fitting which contains more than 8.00% lead is permitted in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.

e) Plumbing installed after January 4, 2014 must bear the expected label indicating $\leq 0.25\%$ lead content.

f) No solder or flux which contains more than 0.2% lead is permitted in private

water distribution facilities installed on or after July 1, 1988.

g) No plumbing fixture shall be installed which is not in compliance with a State approved plumbing code.

h) To ensure that neither cross-connections nor other Unacceptable Plumbing Practices are permitted, each new Consumer and each Consumer whose service has been suspended or terminated and is proposed for reconnection must sign a copy of the Service Agreement attached hereto as Exhibit "A" prior to commencement of service by the District.

Section 1.6 Plumbing material restrictions; Customer Service Inspection Certifications

No new connections to the District's water system (except manufactured homes) shall be made unless (a) a customer service inspection has been made by a qualified inspector and (b) a Customer Service Inspection Certification in the form attached hereto as Exhibit "B" has been completed and submitted to the District. Such an inspection and certification also shall be required at any existing service location when the District has reason to believe that cross-connections or other Unacceptable Plumbing Practices exist, or after any material improvement, correction or addition to the private plumbing facilities. The District Operator shall perform all customer service inspections, with the following exception: if the Operator is unable to perform such inspection within a reasonable time of a builder's request for an inspection, then the District shall authorize any other person meeting the requirements of 30 Texas Administrative Code §290.46(j)(1) to perform the customer service inspection certifications. Such person shall deliver to the District Operator the completed Customer Service Inspection Certification. The District shall retain all properly completed certifications on file for a minimum of ten (10) years. The Consumer shall be charged the District's actual costs incurred for each customer service inspection.

If a customer service inspection is made at the District's direction because the District has reason to believe that Unacceptable Plumbing Practices exist, the Consumer shall not be charged for the inspection unless Unacceptable Plumbing Practices are found. Customer service inspection certifications for new construction shall be submitted to the District before continuous service to the connection is provided, preferably at the same time that the tap fee is paid, and the District shall not transfer the account from the builder to the initial occupant until the District has received the certificate. Certifications for inspections in all other instances (when the District has reason to believe Unacceptable Plumbing Practices exist or after a material change to private

plumbing facilities has been made) shall be submitted to the District no later than ten (10) days after the inspection has been completed.

Section 1.7 Backflow Prevention Devices

a) In the event that the District, in its sole discretion, requires a Consumer to install a backflow prevention device in order to prevent possible contamination of the District's water supply, the Consumer shall, at its own expense, properly install, test and maintain according to Commission rules such backflow prevention device, and shall provide all testing and maintenance records to the District. If the Consumer fails to comply with the requirements of this Section, the District may, at its option, either terminate service in accordance with the provisions of Section 2.3 of this Order, or, the District may properly install, test and maintain such backflow prevention device and bill the Consumer all expenses relating thereto.

b) All backflow prevention assemblies that are required according to 30 Texas Administrative Code §§ 290.44 (h) and 290.47 (f) shall be tested upon installation by a recognized backflow prevention assembly tester and shall be certified to be operating within specifications. Further, backflow prevention assemblies installed to provide protection against health hazards as defined in 30 Texas Administrative Code § 290.38 must be tested and certified at least annually by a recognized backflow prevention assembly tester. If tested by the Operator, the District shall charge the Consumer the District's actual costs incurred for each backflow prevention assembly tested. For each assembly tested, a signed and dated original Test Report in the form attached hereto as Exhibit "C" must be completed by the recognized backflow prevention assembly tester and submitted to the District.

c) The District must retain for a minimum of three (3) years such test reports and maintenance records submitted to it under subsections a) and b) of this section.

Section 1.8 Plumbing code

The District hereby adopts by reference as the District's plumbing code the Uniform Plumbing Code, a nationally recognized set of rules governing plumbing practices.

Section 1.9 Monitoring Plan

a) Legal Authority and Purpose The District shall implement a chemical and microbiological monitoring plan (the "Monitoring Plan") in accordance with the requirements of

30 Texas Administrative Code, Chapter 290, Subchapter F, Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Supply Systems, effective September 13, 2001 (“Subchapter F”); the federal Safe Drinking Water Act, 42 United States Code § 300f et. seq.; and the Primary Drinking Water Regulations promulgated by the United States Environmental Protection Agency.

b) Monitoring Plan

(1) The District’s operator is authorized and directed prepare and carry out the Monitoring Plan as required by the applicable rules and regulations of the Texas Commission on Environmental Quality (“Commission”) or any successor governmental agency thereof.

(2) In accordance with 30 Texas Administrative Code § 290.121 (b), the Monitoring Plan shall identify all sampling locations, describe the sampling frequency, and specify the analytical procedures and laboratories that the District will use to comply with the monitoring requirements of Subchapter F.

(3) The Operator shall maintain a copy of the current Monitoring Plan at each treatment plant and at a central location and shall update the Monitoring Plan in accordance with the rules of the Commission.

(4) Public water systems such as the District that treat groundwater that is not under the direct influence of surface water or that purchase treated water from a wholesaler must submit a copy of their Monitoring Plan to the Commission’s public drinking water program upon the request of the Commission’s Executive Director. Failure to maintain an up-to-date Monitoring Plan is a monitoring violation.

Section 1.10. Water and Wastewater Service Lines and Connections.

Pursuant to 30 Texas Administrative Code, Section 293.111, the District hereby adopts and incorporates by reference the regulations governing the construction of commercial and/or household service lines and connections set forth in the most current edition of the Uniform Plumbing Code. The District’s operator shall establish and maintain an inspection program to ensure that all new commercial and household service lines and connections are made in accordance with such regulations.

ARTICLE II

Commencement and Termination of Service

Section 2.1. Connection to District's system

Each structure within the District may be connected to the system of the District as soon as the District has made available to such structure plant and line capacity to serve same. If both water and sewer services do not become available at the same time, the Consumer may connect to the water system at the time water service becomes available and to the sewer system at the time sewer service becomes available.

Section 2.2. Termination of service upon request of Consumer

Whenever a Consumer of District water temporarily or permanently abandons the structure being served and no longer wishes to be furnished with water, Consumer shall notify the District's operator at least two (2) days prior to the time Consumer desires such service discontinued. A charge for discontinuing and a charge of for restoring water service shall be made pursuant to the Fees and Rates Schedule, where such service is discontinued or restored at the request of the Consumer and Consumer is not delinquent in the payment of any bill at the time of either request. If an owner of lease property does not desire water service to the lease property when unoccupied, the owner of such lease property shall be responsible for having water service discontinued when such lease property is vacated by tenants.

Section 2.3. Termination of service upon initiative of District

a) The District may terminate water service to a tract or Consumer and/or impose a fee:

(1) at any time after a Consumer's bill becomes delinquent as defined in Subsection 1.1c) above;

(2) upon the occurrence of an event described in Subsection 1.4d) or 1.7a) of this Order;

(3) to prevent or discontinue conduct which interferes with the orderly provision of utility service by the District or the implementation of any provision or requirement of this Order; or

(4) to abate any condition in connection with the District's facilities which in

the opinion of the Board is harmful to the health, safety or welfare of District Consumers or the public; or

b) Except for termination of service upon the occurrence of an event described in Subsections 1.4d), 1.4f) or 5.1b) of this Order, notice to the Consumer shall be made as follows:

(1) At least ten (10) days prior to termination of a Consumer's service pursuant to this Section, a notice shall be delivered to the Consumer, and Owner, if applicable, advising the Consumer or Owner of termination of service pursuant to this Section.

(2) Delivery of the notice shall be considered complete upon deposit of the notice in the United States mail, certified, return receipt requested, postage prepaid, addressed to the Consumer at his last known mailing address.

(3) The notice shall include:

- (a) a statement that service will be terminated;
- (b) the date of termination; and
- (c) the reason for termination.

In the event the termination is based upon failure to pay a delinquent bill, then the notice shall also include:

(d) a statement that in the event the Consumer desires to object to a delinquent bill on account of clerical error or other billing irregularity, then the Consumer must notify the designated representative of the District of such objection; and the notice shall contain the name, mailing address and telephone number of the designated representative. Such statement shall read as follows:

You are advised that the District's utility operator (Operator's name, address and telephone number) may make an adjustment of a utility bill if there is a clerical error or other billing irregularity. If your bill contains an error, notify the operator at once.

If the operator is unable to adjust your bill, your service will not be terminated until the District's board of directors considers the matter. You will be notified of the time, date, and place of the meeting at which the matter will be considered. You may present your objection to the board of directors at that time.

(4) An administrative fee pursuant to the Fees and Rates Schedule shall be added to a customer's delinquent bill for the processing and mailing of the delinquency notice.

Further, an administrative fee pursuant to the Fees and Rates Schedule shall be added to a customer's delinquent bill for the processing and hanging of a Termination of Utility Service Door Tag for Non-Sufficient Funds Checks (Returned Checks) and/or any delinquencies. The administrative fees are in addition to all other costs, and must be paid at the time of payment of the delinquent charges.

c) Adjustment of bill by designated representative:

(1) The District's designated representative for purposes of this Section is the District's operator.

(2) The designated representative is authorized to receive and consider Consumer objections presented in accordance with Subsection 2.3b)(3)(d) and to make adjustments in a Consumer's billing to correct clerical errors or other billing irregularities.

(3) The designated representative is not required to make an adjustment in any particular case; any Consumer objection received pursuant to this Section and not adjusted by the designated representative to the satisfaction of the Consumer shall be referred for a hearing in a meeting of the board of directors.

d) Hearing before board of directors:

(1) In the event a Consumer objection is referred to the board of directors pursuant to Subsection 2.3d)(3), the termination of service shall be held in abeyance until further order of the board of directors.

(2) The Consumer shall be given notice, at least seventy-two (72) hours in advance, of the time, date, and place of the meeting at which the board of directors will consider the Consumer objection.

(3) At such meeting, the board of directors shall consider all matters set forth by the Consumer and take such action, including termination of service, as it deems advisable.

e) A charge pursuant to the Fees and Rates Schedule, together with full payment of the Consumer's account, shall be paid in cash, or by cashier's check or money order, by a Consumer in advance of restoration of service when service has been terminated pursuant to this Section.

f) An additional charge pursuant to the Fees and Rates Schedule, together with the fee described in Section 2.3e) and any delinquent bills and the deposit prescribed in Section 2.6, shall be paid by a Consumer in advance of restoration of service when 1) service has been

terminated pursuant to this Section and 2) the customer's meter has been pulled by the operator to prevent illegal connections or theft of service from the District.

Section 2.4. Application for installation of water meter with two-inch or less connection

Every person desiring the installation of a water meter with a connection of two inches or less shall be required to sign and execute an application for installing a meter before the District will make such installation. The installation of water meters with connections of more than two inches shall be covered by separate agreements.

Section 2.5. Request for residential sewer service

Every person requesting sewer service from the District shall so notify the District's operator. After the notification, the person requesting said service shall have a plumber make the tap on the District's sewer line. After the tap has been completed, the applicant shall notify the District's operator, who shall make an inspection of the tap before sewer service is commenced.

Section 2.6. Deposit to secure payment

The District's operator is hereby given authority to require persons requesting water and/or sewer service from the District to post a deposit with the District at the time application for service is made, payable in cash, or by cashier's check or money order, in an amount as established in the Fees and Rates Schedule, for each residential connection to the District's system.

Such deposit is solely to secure the payment of charges established by this order. Upon termination of service, the District shall apply the deposit on hand to the unpaid service charges of the Consumer, and the excess, if any, will be paid to the Consumer. The District will refund on request such deposit to any Consumer having a prompt payment record of at least two years. No interest shall be paid on any such deposits.

A subsequent additional deposit pursuant to the Fees and Rates Schedule will be required of customers whenever service has been terminated under Section 2.3 of this Order. Such additional deposit is required in advance of any restoration of service.

Section 2.7. Commercial Deposit

The District's operator is hereby given authority to require persons requesting water and/or sewer service to any commercial establishment (i.e. not a "Residential Connection") to post a deposit with the District at the time application for service is made, payable in cash, or by cashier's check or money order in an amount as established in the Fees and Rates Schedule, for each commercial connection to the District's system.

Such deposit is solely to secure the payment of charges established by this order. Upon termination of service, the District shall apply the deposit on hand to the unpaid service charges of the Consumer, and the excess, if any, will be paid to the Consumer. The District will refund on request such deposit to any Consumer having a prompt payment record of at least two years. No interest shall be paid on any such deposits.

A subsequent additional deposit pursuant to the Fees and Rates Schedule will be required of customers whenever service has been terminated under Section 2.3 of this Order. Such additional deposit is required in advance of any restoration of service.

Section 2.8. Transfer fee

A non-refundable fee shall be charged pursuant to the Fees and Rates Schedule, to cover the District's cost for the transfer of water and sewer service from the builder of any housing unit to its initial occupant and to each subsequent occupant. This fee shall cover the establishment of an account to provide service to the new occupant. The transfer fee shall be billed to each new occupant as an item on that customer's first monthly bill for water and/or sewer service. If service to an occupant at the Consumer's address had previously been discontinued pursuant to Section 2.2 or Section 2.3 herein and a restoration charge was not paid, a fee shall be charged pursuant to the Fees and Rates Schedule to the Consumer to reconnect water and/or sewer service.

Section 2.9. Community Consumers.

Every Consumer requesting water or sewer service from the District under the Community Consumer classification shall so notify the District. The District will review the request and determine whether the Consumer falls within the community Consumer classification. A Consumer found by the District to be a "Community Consumer" shall so notify the District's operator. For each designated community Consumer, the charges for connections

to the District's water distribution system, sewer tap inspection fees, tap charges, deposits and any or all other charges not mentioned herein or hereafter shall be established by separate order or agreement, but shall in no way be less than a reasonable amount based on the District's cost and the community benefit involved.

Section 2.10 Facility inspections

a) Prior to starting any construction or improvement on a lot or tract in the District, the builder shall contact the Operator to arrange an inspection ("Pre-Construction Inspection") to verify the location and condition of District facilities on and in the vicinity of the lot or tract on which the construction or improvement will be built. At the time of the Pre-Construction Inspection, if any District facility has been damaged or cannot be located, the Operator will make necessary repairs to or locate such facilities at the expense of the District. A copy of the Pre-Construction Inspection report will be given to the builder. After the Pre-Construction Inspection has been performed and any necessary work has been completed, the builder will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the inspections described in b) below.

b) After construction has been completed on the lot or tract, but before service is transferred to or initiated for a Consumer, the Operator will conduct an inspection ("Post-Construction Inspection") to verify the location and condition of District facilities on and in the vicinity of the lot or tract on which the construction or improvement has been built. The builder will be held responsible for any damages or adjustments to or relocations of District facilities found to be necessary as a result of the Post-Construction Inspection and shall pay the cost of repairing, adjusting or relocating the facilities before service will be transferred to or initiated for a Consumer. The Operator may conduct any re-inspections as necessary to ensure that the District's facilities are repaired, adjusted or relocated, and the builder shall pay the fee for any such re-inspections before service will be transferred to or initiated for a Consumer. The District may withhold service to the lot or tract or to other property owned by any builder who has failed to pay the District for any other repairs, adjustments, relocations or re-inspection fees, including specifically the provision of additional taps to such builder.

c) The total fee for the Pre-Construction and Post-Construction Inspections described in Section 2.10 a) and b) shall be made pursuant to the Fees and Rates Schedule, which is due at the time the tap fee is paid. If any re-inspections are required, a fee shall be paid

for each such re-inspection pursuant to the Fees and Rates Schedule.

Section 2.11 Payment of bills and continuation of service during Extreme Weather Emergency; payment schedules following Extreme Weather Emergency

a) Notwithstanding provisions of this Order to the contrary, during an Extreme Weather Emergency, a Consumer will not be charged any late fees or penalties and will not have the Consumer's service terminated for failure to timely pay a bill that is due to the District during an Extreme Weather Emergency until the Extreme Weather Emergency is over, at which point the District's ability to impose late fees and penalties and terminate service resumes.

b) Within 30 days of the end of an Extreme Weather Emergency, a Consumer may make a request to the Operator for a payment schedule for any unpaid bills that were due during the Extreme Weather Emergency. Any preexisting disconnection notice issued to a Consumer for nonpayment of a bill due during an Extreme Weather Emergency shall be suspended upon the timely request for a payment schedule under this Section.

- 1) A request for a payment schedule made in accordance with the above parameters shall be granted by the Board, reduced to writing (if requested, in Spanish), and provided to the Consumer; however, it is within the sole discretion of the Board to determine the schedule and terms, and any payment schedule granted shall include the following information: (i) the total amount due under the payment schedule, (ii) the deadline for payment, including the deadline for each installment, if applicable, (iii) the number of installments included under the payment schedule and the amount of each installment, (iv) whether a finance charge for amounts paid under the payment schedule has been included, with such amount not to exceed an annual rate of ten percent (10%) simple interest, and (v) the identification of the dates the Extreme Weather Emergency occurred, and the due dates and amounts owed for any bills that were due during the Extreme Weather Emergency. Further, all payment schedules must include the following statement: "If you are not satisfied with this agreement, or if the agreement was made by telephone and you feel this does not reflect your understanding of that agreement, please contact the [name and contact information of Operator]."

- 2) A Consumer shall have ten (10) days after a payment schedule has been offered by the District to either accept or decline the payment schedule. If the District does not receive acceptance from a Consumer of a payment schedule offered within ten (10) days, it shall be deemed rejected. A Consumer that violates the terms of any payment schedule offered by the District under this Section shall be subject to the provisions of this Order regarding the delinquent payment of bills and termination of service. Any disconnections that were suspended upon the request of a payment schedule for an unpaid bill due during an Extreme Weather Emergency shall be reinstated.

ARTICLE III

Tap Charges

Section 3.1. Residential water tap charges

- a) Each residential water tap made in the District shall be at least a 3/4-inch connection.
- b) A charge shall be made pursuant to the Fees and Rates Schedule for every residential (including duplex) tap or connection for each 3/4-inch connection made to the District's water distribution system, which charge shall include the meter and meter box and the installation thereof.
- c) A charge shall be made pursuant to the Fees and Rates Schedule for every extra/additional tap or connection made to the District's water distribution system, which charge shall include the meter and meter box and the installation thereof. Such connections include but are not limited to sprinkler systems and swimming pools.
- d) A charge shall be made pursuant to the Fees and Rates Schedule for connections of meters with a 1-inch connection or over 1-inch connection, which charge shall include the meter and meter box and the installation thereof.
- e) All tap charges shown above shall be paid when application for the tap or connection is made, and the request for service shall be held in abeyance until such charges have been paid.

Section 3.2. Residential and Commercial sewer tap inspection fee

Residential: After the completion of a sewer tap as provided in Section 2.5, and the inspection thereof by the District's operator, the person requesting such sewer tap shall pay an inspection fee, per tap, pursuant to the Fees and Rates Schedule

Commercial: After the completion of a sewer tap as provided in Section 2.5, and the inspection thereof by the District's operator, the person requesting such sewer tap shall pay an inspection fee, per sewer tap, pursuant to the Fees and Rates Schedule.

Section 3.3. Commercial water and sewer tap charges

a) A fee equal to the actual and reasonable costs to the District for construction, installation and inspection of the tap or connection to District water, sanitary sewer or drainage facilities, including all necessary service lines and meters, shall be charged for every commercial tap or connection to the District's water, sanitary sewer or drainage facilities, other than a tap or connection for a Commercial Consumer which is a Nontaxable Entity, plus an amount as provided in the Fees and Rates Schedule.

b) A charge equal to actual costs to the District for construction, installation and inspection of the tap or connection to the water, sanitary sewer or drainage facilities, including all necessary service lines and meters, shall be made for every tap or connection to the District's water, sanitary sewer or drainage facilities by a Consumer which is a Nontaxable Entity. In addition, the District may charge to any Consumer which is a Nontaxable Entity an amount not to exceed the costs for all facilities that are necessary to provide District services to such Nontaxable Entity and that are financed or are to be financed in whole or in part by tax-supported bonds of the District.

c) In the event that a tap or connection is made by the Commercial Consumer to the District's water system for landscape irrigation only, the applicable tap fee equal to the District's cost of the meter, meter box and installation thereof shall be charged, plus the amount established in the Fees and Rates Schedule.

d) The tap charges set out in Subsection c) above do not include the cost of the meter, meter box or installation thereof, which costs are to be borne by the Consumer.

e) A deposit in the amount of the estimated costs of construction, installation and inspection of the tap or connection shall be paid when application for the tap or connection is made. The balance of the tap charges in Sections 3.3b) or c) above, as appropriate, shall be paid

prior to commencement of service at the tap or connection, and the request for service shall be held in abeyance until such charges have been paid.

Section 3.4. Temporary construction service and construction-related charges.

a) For installation of a temporary water meter for purposes of providing an interim source of construction water, the requesting party shall be required to post a refundable deposit with the District in cash, certified or cashier's check or money order at the time application is made in the amount established in the Fees and Rates Schedule. In addition, there shall be an installation fee for such temporary meter as established in the Fees and Rates Schedule.

b) Amounts charged by the Operator for removal of sidewalks or grass or for other similar work necessary to expose the water or sewer main for purposes of making the tap are not included in the amounts in Section 3.1 b) or c) above and shall be billed to and paid by the builder or other person requesting the tap.

ARTICLE IV

Rates for Service

Section 4.1. Monthly rates for water service

a) The rates per month, as established in the Fees and Rates Schedule, shall be charged for water service furnished by the District through meters to Residential Consumers and to each separate connection in every instance in which a different charge is not expressly and clearly provided for elsewhere herein.

b) The rates provided in a) above for water service shall be applicable to each occupied apartment within an apartment project; provided, however, that water to an apartment project may be furnished through a master meter and the rate per unit calculated by dividing the total number of gallons used during the month by the number of units therein occupied during that month; provided, however, that when a project's occupancy has reached 85% of capacity, and at all times thereafter, the operator shall calculate the amount due for an apartment project using a master meter on 85% of occupancy; that is, using the following formula:

$$\frac{\text{Total number of gallons used}}{\text{Total number of units in project}} \times 85\%$$

c) The rates per month shall be charged, pursuant to the Fees and Rates Schedule, for water service furnished by the District to Commercial Consumers and Consumers which are Nontaxable Entities.

Section 4.2. Monthly rates for sewer service

a) The rates per month shall be charged, pursuant to the Fees and Rates Schedule, for sewer service furnished by the District to Residential Consumers and for each separate connection in every instance in which a different charge is not expressly and clearly provided for herein.

b) The rates per month shall be charged pursuant to the Fees and Rates Schedule for sewer service furnished by the District to Commercial Consumers and Consumers which are Nontaxable Entities.

Section 4.3. Monthly rates to builders for water and sewer service to unoccupied residences

Rates charged to builders for water and sewer service to unoccupied residences connected to the District's system shall be charged pursuant to the Fees and Rates Schedule.

Section 4.4. Irrigation water rate for Community Consumers

(a) Charges for water service furnished by the District to a Community Consumer for the purpose of landscape irrigation shall be made pursuant to the Fees and Rates Schedule.

(b) Each landscape connection must be metered. The cost of the installation of the meter and any and all other charges shall be established pursuant to Section 2.9 of this Order.

Section 4.5. No reduced rates or free service

All Consumers receiving either water or sewer service, or both, from the District, shall be subject to the provisions of this order and shall be charged the rates established in this order; and no reduced rate or free service shall be furnished to any such Consumer.

Section 4.6. Penalty for failure to pay bill before delinquent

A charge, as established in the Fees and Rates Schedule, shall be added when such bill has become delinquent as "delinquent" is defined in Subsection 1.1d) of this order.

Section 4.7. Returned checks

If a Consumer's check is returned unpaid by the bank, the Consumer's bill paid by such

check shall be considered unpaid and subject to the penalty defined in Section 4.7 above. A processing fee pursuant to the Fees and Rates Schedule shall also be charged to the Consumer. If the check was in payment of a delinquent bill as defined in Section 1.1d) and a termination notification as specified in Section 2.3 has been previously delivered, the Consumer shall be required to pay in full all charges on the Consumer's account by cash, cashier's check or money order.

Section 4.8. Grease trap inspection

The District's operator shall perform a monthly inspection of the grease traps of all commercial and industrial Consumers of the District. The monthly fee for such an inspection shall be the amount established in the Fees and Rates Schedule. If a commercial or industrial Consumer's grease trap does not pass inspection, the District's operator shall notify the Consumer and the Consumer shall immediately take such action as necessary to comply with the District's rules and regulations relating thereto. The District's operator shall reinspect the violating grease trap and shall charge the Consumer in accordance with the Fees and Rates Schedule for such reinspection. If, after a second inspection, the grease trap remains noncompliant, the District's operator shall bring the grease trap into compliance and shall make the appropriate charge to the Consumer's account.

Section 4.9. Regulatory assessment

The District shall assess and collect from each consumer that receives retail water and/or sewer service from the District a regulatory assessment equal to 0.5% of the District's charges for such water and/or sewer service. The District shall not list the regulatory assessment as a separate item on consumer utility bills, but the District shall instead deduct the amount of such regulatory assessments from the water and sewer service revenues assessed and collected pursuant to this Order. The District shall remit such regulatory assessments to the Commission in the manner required by law.

Section 4.10. Additional fees for Lone Star Groundwater Conservation District.

The Lone Star Groundwater Conservation District has adopted groundwater use fees and a groundwater transportation fee. The Lone Star Groundwater Conservation District is authorized by state law to assess fees to water well owners, including the District, based on the

amount of groundwater withdrawn from their wells. In addition to the charges set forth herein, the District shall assess to its Consumers an additional fee per 1,000 gallons used equal to the most recent water pumpage fee per 1,000 gallons of water used assessed by the Lone Star Groundwater Conservation District plus a percentage for administration/lost water cost, as outlined in the Fees and Rates Schedule.

Section 4.11. Swimming Pool, Hot Tub, and Spa Inspections and Fee

Every Consumer who plans to construct or install a swimming pool, hot tub, and/or spa within the District shall notify the District in writing prior to commencing construction of the pool, hot tub, and/or spa. Upon notification by the Consumer of the intention to construct or install a swimming pool, hot tub, and/or spa the Consumer shall pay an inspection fee as outlined in the Fee Schedule. After the notification is received, the Consumer shall submit plans for review by the District's engineer. The Consumer may not proceed with any connection to District facilities prior to receipt of a no objection letter from the District's engineer. Upon construction, the District's operator shall make an inspection of all swimming pool, hot tub, and/or spa drains to verify that the proper connections are made in accordance with the plans submitted for review by the District's engineer, applicable plumbing regulations and requirements of state law before service is authorized for said swimming pool, hot tub, and/or spa.

ARTICLE V

Meters

Section 5.1. Title, tampering, maintenance, setting

a) Title to all water meters and appurtenances, including the meter boxes enclosing same, shall vest in the District.

b) No person other than a duly authorized agent of the District shall open the meter box or tamper or in any way interfere with the meter, meter box, service line, or other water and/or sewer system appurtenance. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any Consumer whose meter has been tampered with, to assess repair charges to such Consumer, as established in the Fees and Rates Schedule, and pursuant to Section 6.1 below, to impose a penalty.

c) The District shall maintain, repair and replace all meters and appurtenances in connection therewith at its cost.

d) All meters shall be set by employees or agents of the District.

e) If, at the request of the Consumer, the District's operator re-reads a Consumer's meter, then the Consumer shall be charged for the requested re-read in accordance with the Fees and Rates Schedule.

f) If, at the request of the Consumer, the District's operator performs a meter accuracy test, then the Consumer shall be charged for the requested meter accuracy testing in accordance with the Fees and Rates Schedule.

Section 5.2. Meters and boxes to be free from rubbish and obstructions

After a meter has been set, the Consumer shall at all times keep the space occupied by the meter and the box free from rubbish or obstructions of any kind.

ARTICLE VI

Enforcement

Section 6.1 Penalties

Pursuant to the authority granted by §§ 49.004 and 54.205, Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable civil penalties, payable to the District, for the breach or violation of any requirement or rule herein stated, which penalties shall not exceed the jurisdiction of a justice court as provided in §27.031, Texas Gov't Code, for each violation or each day of a continuing violation. The District may bring an action to recover the penalty in a district court in the county where the violation occurred. Such penalties shall be in addition to any other penalties provided by the laws of the State of Texas. Further, in any suit to enforce its rules, the District shall seek to recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. Notice of the rules and penalties set forth herein shall be published once a week for two (2) consecutive weeks in one or more newspapers with general circulation in the area in which the District is located.

ARTICLE VII**Miscellaneous**Section 7.1 Savings

If any word, phrase, clause, paragraph, sentence, part, portion or provision of this Order or the application thereof to any person or circumstance shall ever be held by a court of competent jurisdiction to be invalid or unconstitutional, the remainder of this Order shall nevertheless be valid, and the board of directors declare that this Order would have been adopted without such invalid or unconstitutional word, phrase, clause, paragraph, sentence, part, portion or provision.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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.

Passed and adopted, this February 23, 2023.

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 Resolution for Adoption of Order Establishing Policy and Rates for Water and Sewer Service for the District, adopted by said board at its regular meeting of February 23, 2023, together with excerpts from the minutes of said board’s meeting on that date showing the adoption of said order, as same appear of record in the official minutes of the board, on file in the District’s office.

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

Witness my hand and the official seal of said District this February 23, 2023.

Secretary



EXHIBIT "A"
SERVICE AGREEMENT

- I. **PURPOSE.** The River Plantation Municipal Utility District (hereinafter referred to as the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows the return of water used for condensing, cooling or industrial processes back to the public water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 8.0% lead is permitted in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
 - E. Plumbing installed after January 4, 2014 must bear the expected labeling indicating $\leq 0.25\%$ lead content.
 - F. No solder or flux which contains more than 0.2% lead is permitted in private water distribution facilities installed on or after July 1, 1988.
- III. **SERVICE AGREEMENT.** The following are the terms of the Service Agreement between the District and _____ (the "Customer").
- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the District's water system.
 - B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.

- C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of this Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to the Customer.

The District has adopted rules and policies protecting the drinking water supply and prohibiting tampering with, removing, adjusting or interfering with a meter, meter box or other component part of the water furnishing system. Violation of the District's rules and policies applicable to the water furnishing system is punishable by fines or other penalties not to exceed the jurisdiction of a justice court as provided in § 27.031, Texas Gov't Code, plus the District's attorney's fees and other costs, and such violation shall, at the District's option, result in termination of District utility service.

DATE: _____

CUSTOMER'S SIGNATURE

NAME

ADDRESS

TELEPHONE NUMBER

Customer Service Inspection Certificate

Name of PWS _____

PWS I.D. # _____

Location of Service _____

Reason for Inspection: New Construction
 Existing service where contaminant hazards are suspected
 Major renovation or expansion of distribution facilities

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

Compliance	Non-Compliance		
<input type="checkbox"/>	<input type="checkbox"/>	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
<input type="checkbox"/>	<input type="checkbox"/>	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5)	Plumbing installed after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6)	No solder or flux which contains more than 0.2% lead, or such other minimum standard as may be established by the EPA or TCEQ, exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines: Lead Copper PVC Other
 Solder: Lead Lead Free Solvent Weld Other

Remarks: _____

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

License Type

Inspector Name (Print/Type)

License Number

Title of Inspector

Date/Time of Inspection

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC Sections 290.44(h)/290.46(j).

**RIVER PLANTATION MUNICIPAL UTILITY DISTRICT
ENGINEER'S REPORT
VSE Project No. 32000-000-0-DST
February 23, 2022, 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**

7. Items for Discussion:

I. Permits

- A. WWTF Discharge Permit Renewal (Expires September 2023)**
- B. Storm Water Quality Management Plan – MS4 Permit (Expires January 2024)**
 - 1. Working on SWPP annual report submittal.
- C. Water Plant No. 1 – Water Well No. 1 Testing**
 - 1. Testing and Inspection due January 12, 2026

II. Design Projects

- A. Joint Projects**
 - 1. East Ditch FEMA Work**
 - a)** FEMA has approved the 1-year extension. We are still waiting for approval on the cost increase request.
 - 2. East Ditch Maintenance**
 - a)** Proposals are due Wednesday before the meeting. Hope to have numbers ready to present at the meeting.
 - 3. Holly Springs Drainage**
 - a)** No update

4. WWTF Electrical Upgrades

- a) Discussed projects. Meeting with EPUD to discuss further breakdown of items and understanding of scope.

B. District Projects

1. Sanitary Sewer Phase 1 – Rehabilitation

- a) Contracts ready for signature tonight

2. Water Plant No. 3 MCC repairs

- a) Operator handling work on building.

3. Water Plant No. 2 Electrical Upgrades

- a) Design underway

4. Gunston Storm Sewer Sinkhole

- a) Will have proposal for meeting.

5. Storm Sewer Phase 1 Rehabilitation

- a) Design underway.

III. Construction Projects

A. Sanitary Sewer Clean & Televisc Phase 1 – (Pro-Pipe \$55,351.00)

- 1. Still missing information from contractor

B. Storm Sewer Televisc Phase 1 – (Pro-Pipe \$48,986.55)

- 1. Still missing information from contractor.

C. Sanitary Sewer Clean & Televisc Phase 2 – (Specialized Maintenance Services \$177,312.50)

- 1. Construction Underway
- 2. We are still reviewing the videos received.

IV. Other Matters

A. 10 Year CIP

1. Update as necessary.

V. Questions/Answers

A. Mosswood Bridge

1. No update

B. Use of Water Plant No. 1 for Park Sprinklers.

1. Working with irrigation specialist to put together a proposal on work to be done that will get the existing system up and running.