

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

AMENDED 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, August 25, 2022.**

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
 - e. Utility Billing Matters; Underbilling and Billing Adjustments
4. Operator's Report
5. Engineer's report
6. Agreement for the provision of treated effluent to Preisler Golf Properties
7. Consider requested amendments to agreement for joint facilities with East Plantation Utility District; take action, as necessary
8. Review Truth in Taxation Calculations for 2022 Tax Rate; Adopt Resolution (1) Finding District to be Low Tax Rate, Developed, Developing, or Developed District in a Declared Disaster Area, (2) Calling Public Hearing on 2022 Tax Rate and (3) Authorizing Tax Assessor-Collector to Prepare and Publish Notice of the Public Hearing
9. Review proposed Operating Budget for F.Y.E. 09/30/2023
10. Solicit insurance proposals for October expiration
11. Resolution for Use of Surplus Funds for sidewalk repairs in Charleston Park
12. Security system
13. Resolution for Adopting of Order Establishing Policy and Rates for Water and Sewer Service; Order for Adoption of Schedule of Water and Sewer Service Fees and Rates
14. Executive (closed) Session Pursuant to Texas Government Code §§ 551.071, 551.072, 551.074 and 551.076 as necessary
15. Pending business




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

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

BOARD MEETING MINUTES

July 28, 2022

DIRECTORS PRESENT: Julie Gilmer, Tim Goodman, Betty Brown, Karl Sakocius, and Tom Vandever

DIRECTORS ABSENT: none

OTHERS PRESENT: River Plantation Residents: Donna Smith, Bob Smith, Dee Judge, Tim Horner and Robert McLeroy; Keith Arrant of Municipal Operations and Consulting; Carol Morrison of Municipal Accounts and Consulting; Taylor Reed, District Engineer; and Paul Radich, District Attorney

FIRST ORDER: CONFIRM MINUTES OF THE BOARD OF DIRECTORS MEETING HELD ON JUNE 23, 2022

The Board considered the June 23, 2022 meeting minutes. After discussion, upon motion by Director Vandever, seconded by Director Goodman, and unanimously carried, the Board approved the minutes of June 23, 2022.

SECOND ORDER: RECEIVE COMMENTS FROM THE PUBLIC

The Board then received public comment. Donna Smith addressed the Board regarding water main breaks, prompt responses to such breaks, and water quality. Dee Judge addressed the Board regarding the San Jacinto river drainage and Stewarts Creek clean out. Robert McLeroy addressed the Board regarding the East Plantation Utility District meeting and Charleston Park.

THIRD ORDER: REVIEW FINANCIAL AND BOOKKEEPING MATTERS INCLUDING

The Board recognized Carol Morrison who presented the bookkeeper's report. Ms. Morrison answered the Board's questions and discussed a lack of payment from East Plantation Utility District. The Board reviewed the report and invoices. Upon motion made by Director Goodman, seconded by Director Brown, and unanimously carried, the Board approved the bookkeeper's report as presented.

The Board reviewed the tax assessor-collector's report. Upon motion made by Director Brown, seconded by Director Vandever, and unanimously carried, the Board accepted the tax assessor-collector's report.

The Board reviewed the investment report. Upon motion made by Director Brown, seconded by Director Vandever, and unanimously carried, the Board accepted the investment report.

The Board then considered the payment of District bills. Upon motion duly made by Director Goodman, seconded by Director Brown, and unanimously carried, the Board approved payment of the District bills.

FOURTH ORDER: OPERATOR'S REPORT

The Board recognized Keith Arrant who presented the operator's report. The operator discussed connections, samples, revenue, wastewater treatment plant operations and capacity, usage, leaks, receivables, and a water graph. The operator discussed the need to replace the meter to the golf course, TCEQ reports and submissions, issues with breaks and water notices, repairs to well no. 2, well no. 3 and the wastewater treatment plant. After discussion, upon motion made by Director Goodman, seconded by Director Vandever, and unanimously carried, the Board approved the operator's report as presented and authorized specific repairs in an amount not to exceed \$25,000.00.

FIFTH ORDER: RECEIVE REPORT FROM ENGINEER

The Board recognized Taylor Reed who presented the engineer's report. The engineer discussed repairs, desilting and park maintenance, storm sewer televising, sidewalk repairs in Charleston Park, water plant no. 1 rehabilitation, the storm sewer sinkhole at Stone Mountain, repairs to the sanitary and storm sewers. Upon motion made by Director Goodman, seconded by Director Vandever and unanimously carried, the Board approved District repairs to county road right-of-way in an amount not to exceed \$100,000.00. Upon motion made by Director Vandever, seconded by Director Brown and unanimously carried, the Board approved the ditch desilting, the request to televise the storm sewer phase 2 project, and the Brandon Road sanitary sewer repairs. Upon motion duly made, seconded and unanimously carried, the Board approved the engineer's report as presented.

SIXTH ORDER: CONSIDER FUTURE GREENSPACE PROJECTS

The Board then discussed future greenspace projects. Director Vandever suggested fixing the irrigation to the park before repairing the sidewalk cracks. After discussion, upon motion made by Director Goodman, seconded by Director Brown, with Directors Gilmer and Sakocius opposed, the Board authorized a study to determine how to revive the irrigation to the park. Mr. Radich will review the effluent contract. The Board then discussed sidewalk repairs and upon motion made by Director Sakocius, seconded by Director Brown and unanimously carried, the Board authorized sidewalk repairs. The Board then discussed tree removal and upon motion made by Director Vandever, seconded by Director Goodman and unanimously carried, the Board authorized removal of three trees that may pose a risk to adjacent property.

SEVENTH ORDER: DISCUSS SALE OF SURPLUS PROPERTY

The Board discussed the sale of surplus property within the District. The Board discussed holding an auction whereas all procedures are handled by the auctioneer and all District vehicles and equipment will be put up for auction.

EIGHTH ORDER: AUCTION CONTRACT WITH HODGES AUCTIONS AND LIQUIDATIONS LLC

The Board then considered an auction contract with Hodges Auctions and Liquidations, LLC. Upon motion made by Director Goodman, seconded by Director Sakocius and unanimously carried, the Board authorized execution of an auction contract with Hodges Auctions and Liquidations, LLC.

NINTH ORDER: CONSIDER PROPOSALS FOR SECURITY SYSTEM

The Board then considered proposals for a security system. The Board received four fairly-comparable quotes but decided to table the matter until the August Board of Directors meeting for further analysis.

TENTH ORDER: EXECUTIVE SESSION

The Board entered an executive session at 8:38 p.m.. After discussion, the Board closed the executive session at 9:02.

Upon motion by Director Goodman, seconded by Director Brown, the Board voted unanimously to adjourn the meeting at 9:03 p.m.

Betty Brown
Secretary



River Plantation Municipal Utility District

Bookkeeper's Report

August 25, 2022

Account Balances

As of August 25, 2022

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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		2.28 %	1,063,886.41	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX5416)			0.04 %	21,134.50	Cash In Bank
FIRST FINANCIAL BANK (XXXX5440)			0.03 %	31,889.42	Tax Deposit Account
FIRST FINANCIAL BANK (XXXX4421)			0.04 %	85,264.19	Online Account
Totals for Operating Fund:				\$1,202,174.52	
Fund: Capital Projects					
Money Market Funds					
TEXAS CLASS (XXXX0002)	01/14/2022		2.28 %	49,265.41	Series 2022 Park
TEXAS CLASS (XXXX0004)	04/05/2022		2.28 %	5,980,211.97	Series 2022 WS&D
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX5941)			0.00 %	300.64	Checking Account
Totals for Capital Projects Fund:				\$6,029,778.02	
Fund: Debt Service					
Money Market Funds					
TEXAS CLASS (XXXX0003)	01/14/2022		2.28 %	49,803.74	Park
TEXAS CLASS (XXXX0005)	04/05/2022		2.28 %	302,979.81	WS&D
Totals for Debt Service Fund:				\$352,783.55	
Grand total for River Plantation Municipal Utility District:				\$7,584,736.09	

Cash Flow Report - Checking Account

As of August 25, 2022

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 07/29/2022				\$13,288.81
Receipts				
	Accounts Receivable -Apr 20222 EPUD		6,109.96	
	Reimb of Rebate Water Usage Fees LSGCD		1,919.88	
	Interest		14.70	
	Transfer from Texas Class Account		150,000.00	
Total Receipts				158,044.54
Disbursements				
23433	Consolidated Communications	%' % ' HYd\cbY'9I d! '5Xa]b	(185.72)	
23434	Entergy	Utilities - Electricity	(12,301.76)	
23435	Centerpoint Energy	%' % ' I H]HYg5Xa]b	(44.22)	
23437	J & K Tree Services	Tree Removal Services	(2,800.00)	
23438	Republic Services #853	%& , ' C dYfU]cbg 'GHD	(141.33)	
23439	Entergy	%& (' I H]HYg Gk YF J]f []b]U	(28.76)	
23445	Daniel Stephanie	Deposit Refund	(13.69)	
23446	Kimberly Andrews	Deposit Refund	(6.82)	
23447	Opendoor Labs Inc.	Deposit Refund	(61.46)	
23448	BrightView Landscape, LLC	%%(' A ck]b [' ! K UYf	(5,523.14)	
23449	Karl Sakocius	Reimbursement for District Expenses	(37.58)	
23450	Montgomery Central Appraisal District	%' ' * ' HU '5gYccf#7c`Wtf.%' ' *U 'A 758 :	(993.97)	
23451	Municipal Accounts & Consulting L.P.	%' ' & '6cc__Yd]b [: YG	(8,199.45)	
23452	Municipal Operations & Consulting, Inc.	Operator Expense	(74,412.00)	
23453	NAPA Auto Parts	%% \$ ' A UjbYbLbW/ ' F YdU]fg! 'K UYf	(12.99)	
23454	Napco Chemical Company, Inc.	%%(\$ '7\Ya]Mg! 'K UYf	(259.00)	
23455	Prepared Publications, Inc.	%' %\$ ' C dYfU]cbg5Xa]b	(210.00)	
23456	Smith, Murdaugh, Little & Bonham, LLP.	%' ' \$ ' @Y[U : YG	(26,500.75)	
23457	Vogler & Spencer Engineering	%') \$ '9b []bYf]b [: YG	(18,415.50)	
23458	Consolidated Communications	Upcoming Invoice	0.00	
23459	Entergy	Upcoming Invoice	0.00	
23460	Centerpoint Energy	Upcoming Invoice	0.00	
23461	Republic Services #853	Upcoming Invoice	0.00	
ACH	Texas Workforce Commission	%+ \$% 'DUhf ' !HK 7# H5L	(0.81)	
Bnk Chg	First Financial Bank	Bank Fee	(25.00)	
Svc Chg	First Financial Bank	Bank Charges	(24.90)	
Total Disbursements				(150,198.85)
BALANCE AS OF 08/25/2022				\$21,134.50

Cash Flow Report - Tax Deposit Account Account

As of August 25, 2022

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 07/29/2022				\$28,243.48
Receipts				
	Tax Revenue - July 2022		288.23	
	Tax Revenue - July 2022		1,915.15	
	Tax Revenue - July 2022		1,438.85	
	Interest		3.71	
Total Receipts				3,645.94
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 08/25/2022				\$31,889.42

Cash Flow Report - Online Account Account

As of August 25, 2022

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 07/29/2022				\$8,104.68
Receipts				
	Accounts Receivable - July 2022		77,185.27	
	Interest		24.24	
Total Receipts				77,209.51
Disbursements				
Return	First Financial Bank	Chargeback Bank Charge	(50.00)	
Total Disbursements				(50.00)
BALANCE AS OF 08/25/2022				\$85,264.19

Actual vs. Budget Comparison

July 2022

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		July 2022			October 2021 - July 2022			Annual
		Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	Budget
Revenues								
14110	Water - Customer Service Revenue	55,013	28,000	27,013	290,279	218,000	72,279	279,000
14112	EPUD Revenues	0	8,500	(8,500)	66,727	72,500	(5,773)	102,000
14130	Reconnection Fee	75	750	(675)	11,800	7,500	4,300	9,000
14150	Tap Connections-Water	1,200	0	1,200	3,900	0	3,900	1,600
14210	Sewer - Customer Service Fee	35,497	32,000	3,497	348,112	320,000	28,112	384,000
14220	Inspection Fees	450	0	450	450	0	450	0
14251	Tap Revenue-Sewer	0	0	0	0	0	0	2,600
14310	Penalties & Interest	0	1,000	(1,000)	9,952	10,000	(48)	12,000
14311	P&I Maintenance Tax Revenue	288	500	(212)	6,963	4,100	2,863	6,000
14320	Property Tax Collections	0	0	0	668	0	668	0
14330	Miscellaneous Income	1,920	0	1,920	2,739	0	2,739	0
14350	Maintenance Tax Collections	3,354	3,300	54	523,944	503,500	20,444	534,508
14360	ST Fee	459	230	229	3,233	2,300	933	2,760
14365	Bank Service Fees	0	0	0	52	0	52	0
14370	Interest Earned on Temp. Invest	1,830	100	1,730	3,812	600	3,212	1,200
14371	Interest Earned on Checking	43	20	23	216	170	46	240
14380	LSGCD Fees	2,163	1,000	1,163	11,111	8,950	2,161	12,000
Total Revenues		102,292	75,400	26,892	1,283,959	1,147,620	136,339	1,346,908
Expenditures								
16101	Payroll -Water	0	2,250	(2,250)	0	22,500	(22,500)	27,000
16105	Operations - Water	48,137	0	48,137	54,955	0	54,955	0
16110	Tap Connection Water	0	0	0	1,250	1,600	(350)	1,600
16130	Maintenance & Repairs - Water	13	4,000	(3,987)	26,060	43,000	(16,940)	48,000
16140	Chemicals - Water	0	0	0	10,455	7,800	2,655	7,800
16145	Mowing - Water	2,762	0	2,762	2,762	0	2,762	0
16150	Laboratory Expense - Water	895	450	445	2,495	4,500	(2,006)	5,400
16160	Utilities-WW	8,106	5,000	3,106	54,552	47,300	7,252	56,000
16161	Operations -WW	19,434	0	19,434	28,398	0	28,398	0
16162	TCEQ Fees - Water	0	500	(500)	3,261	4,700	(1,439)	6,000
16163	LSGWCD Fees	0	0	0	20,261	19,200	1,061	19,200
16230	Payroll- STP	0	6,150	(6,150)	0	61,500	(61,500)	73,800
16233	Lab Fees STP	0	600	(600)	4,340	6,000	(1,660)	7,200
16234	Telephone STP	0	60	(60)	128	600	(472)	720
16235	Maintenance & Repair STP	0	5,000	(5,000)	2,569	50,000	(47,431)	60,000
16236	Utilities-STP	3,842	4,000	(158)	42,053	42,200	(147)	48,000
16237	Materials & Supplies -STP	0	0	0	37	0	37	0
16238	Operations- STP	141	125	16	1,259	1,250	9	1,500
16239	TCEQ FEES- STP	0	0	0	3,585	3,600	(15)	3,600
16240	Chemicals STP	0	0	0	10,298	10,200	98	10,200
16241	Maint & Repair - Sewer	33,525	5,000	28,525	52,994	50,000	2,994	59,800
16242	Payroll -Sewer	0	1,500	(1,500)	0	15,000	(15,000)	18,000
16243	Utilities-Sewer	86	100	(14)	808	1,000	(192)	1,200
16245	Tap Connection - Sewer	0	0	0	6,123	2,600	3,523	2,600
16250	Lab Fees - Sewer-STP	0	0	0	418	0	418	0
16255	Utilities - Joint	21	25	(4)	228	250	(22)	300
16256	Maintenance & Repairs- Joint	0	1,000	(1,000)	0	10,000	(10,000)	12,000
16260	Sludge Removal-STP	0	1,950	(1,950)	14,672	19,500	(4,828)	23,400
16290	Maintenance & Repairs - Park	70	2,500	(2,430)	18,496	22,000	(3,504)	27,000
16300	Payroll- Directors	0	1,125	(1,125)	0	11,250	(11,250)	13,500
16301	Payroll -Admin	0	3,850	(3,850)	0	38,500	(38,500)	46,200
16310	Operations Admin	5,960	0	5,960	16,039	7,800	8,239	7,800
16313	Utilities-Admin	319	300	19	2,248	3,000	(752)	3,600
16314	Maintenance & Repair -Admin	0	500	(500)	178	5,000	(4,822)	6,000

Actual vs. Budget Comparison

July 2022

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		July 2022			October 2021 - July 2022			Annual
		Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	Budget
Expenditures								
16315	Educational Exp -Admin	0	0	0	200	1,400	(1,200)	1,800
16317	Computer Exp-Admin	0	300	(300)	542	3,000	(2,458)	3,600
16318	Sundry Exp- Admin	0	50	(50)	0	950	(950)	1,050
16319	Telephone Exp- Admin	409	400	9	4,424	4,500	(76)	4,800
16320	Insurance & Surety Bond	0	0	0	26,533	27,000	(467)	27,000
16321	Printing & Office Supplies	196	0	196	3,299	3,600	(301)	3,600
16330	Legal Fees - Other	0	15,000	(15,000)	18	150,000	(149,982)	180,000
16330c	Legal Fees - Charleston	0	0	0	50,376	0	50,376	0
16330g	Legal Fees - General	26,188	0	26,188	102,594	0	102,594	0
16332	Bookkeeping Fees	7,998	2,500	5,498	30,884	27,000	3,884	27,600
16336	Tax Assessor/Collector - Other	0	0	0	397	0	397	0
16336a	MCAD Fees	0	200	(200)	2,982	4,400	(1,418)	4,800
16340	Auditing Fees	0	0	0	9,300	10,000	(700)	10,000
16350	Engineering Fees	18,416	0	18,416	84,300	42,000	42,300	42,000
16354	Engineering Fees Jubal Drainage	0	0	0	3,489	0	3,489	0
16370	Election Expense	6,573	0	6,573	24,279	17,000	7,279	17,000
16375	AWBD Expense	0	0	0	140	0	140	0
16385	Membership & Dues	0	0	0	730	1,080	(350)	1,080
16390	Maintance & Repair - P/C	0	0	0	3,900	10,000	(6,100)	10,000
16391	Payroll-P/C Maint.	0	2,500	(2,500)	0	6,320	(6,320)	6,650
16450	Legal Notices & Other Publ.	0	0	0	23	0	23	0
16465	Bank Service Charges	50	0	50	1,672	540	1,132	540
16480	Delivery Expense	0	0	0	503	0	503	0
16490	Maint & Repair - GRP	0	0	0	1,507	1,200	307	1,200
16500	Payroll- GRP	0	100	(100)	0	1,000	(1,000)	1,200
16520	Postage	22	400	(378)	1,236	4,000	(2,764)	4,800
16530	Employee Health Insurance	0	5,000	(5,000)	28,203	50,000	(21,797)	60,000
16540	Travel Expense	21	500	(479)	42	1,500	(1,458)	1,500
16560	Miscellaneous Expense	402	0	402	1,277	0	1,277	0
16584	Vehicle Expense	0	300	(300)	2,390	3,400	(1,010)	3,600
16600	Payroll- Maint.	0	0	0	161,973	84,000	77,973	84,000
16610	Maintence & Supplies-Maint	0	250	(250)	1,147	2,500	(1,353)	3,000
16615	Maint & Repair-Maint./Storm	0	5,000	(5,000)	6,813	51,000	(44,187)	60,000
16620	Small Tools- Maint	0	100	(100)	76	1,000	(924)	1,200
16635	TCEQ Fees - Storm	0	0	0	100	400	(300)	400
16700	Mower/Equip Exp.	0	300	(300)	4,915	11,100	(6,185)	11,500
16701	Payroll-TWC/ TAX	0	1,700	(1,700)	11,728	17,300	(5,572)	20,400
16702	Truck Exp-Maint.	0	500	(500)	927	5,000	(4,073)	6,000
16703	Utility Vehicle (Gator)	0	50	(50)	0	500	(500)	600
16704	Backhoe Exp-Maint.	0	600	(600)	0	6,000	(6,000)	7,200
16705	Sundry-Maint.	0	0	0	1,841	1,800	41	1,800
16706	Rendition Expense	0	0	0	0	0	0	0
16850	Capital Expense	153,945	11,500	142,445	153,945	115,000	38,945	138,000
Total Expenditures		337,530	93,235	244,295	1,109,623	1,177,340	(67,717)	1,345,340
Excess Revenues (Expenditures)		(\$235,239)	(\$17,835)	(\$217,404)	\$174,336	(\$29,720)	\$204,056	\$1,568

Cash Flow Report - Checking Account

As of August 25, 2022

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 07/29/2022				\$300.08
Receipts				
	Interest		0.61	
	Transfer from TX Class Series 2022 WS&D		6,451.63	
Total Receipts				6,452.24
Disbursements				
1006	Vogler & Spencer Engineering	&*+\$(' '9b[]bYYf]b['9I dYbgY	(6,451.63)	
Bnk Chg	First Financial Bank	Bank Service Charge	(0.05)	
Total Disbursements				(6,451.68)
BALANCE AS OF 08/25/2022				\$300.64

RIVER PLANTATION MUD

Capital Projects Fund Breakdown

8/25/2022

Receipts

Series 2022 Park - Bond Proceeds	\$ 1,675,000.00
Series 2022 Park - Bond Interest Earnings	195.13
Series 2022 WS&D - Bond Proceeds	6,950,000.00
Series 2022 WS&D - Bond Interest Earnings	15,004.59

Disbursements

Disbursements - Series 2022 - Park	(1,625,629.08)
Disbursements - Series 2022 - WS&D	(984,792.62)

Total Cash Balance	<u><u>\$ 6,029,778.02</u></u>
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Balances by Account

First Financial Bank	\$ 300.64
TX Class XXXX-0002	49,265.41
TX Class XXXX-0004	5,980,211.97
Cash Balance	<u><u>\$ 6,029,778.02</u></u>

Balances by Bond Series

Series 2022 Park - Bond Proceeds	\$ 49,566.05
Series 2022 WS&D - Bond Proceeds	5,980,211.97
Total Cash Balance	<u><u>\$ 6,029,778.02</u></u>

Use of Surplus/Remaining Costs

Series 2022 Park - Remaining Costs	\$ 45,653.00
Series 2022 WS&D - Remaining Costs	5,909,241.29
Total Remaining Costs	<u>5,954,894.29</u>
Series 2022 Park - Surplus & Interest	3,913.05
Series 2022 WS&D - Surplus & Interest	70,970.68
Total Surplus Funds	<u><u>\$ 74,883.73</u></u>

Total Funds	<u><u>\$6,029,778.02</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	21,024.00	0.00
TOTAL CONSTRUCTION COSTS	1,398,250.00	1,377,226.00	21,024.00	0.00
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	0.00	24,629.00	0.00
TOTAL NONCONSTRUCTION COSTS	276,750.00	248,403.28	24,629.00	3,717.72
	<u>\$1,675,000.00</u>	<u>\$1,625,629.28</u>	<u>\$45,653.00</u>	<u>\$3,717.72</u>
			Interest	195.19
			Surplus & Interest	3,913.05
			Total Dollars Remaining	\$49,566.05
		\$3,717.72		

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
WWFT Rehab Phase 1	625,000.00	0.00	625,000.00	0.00
WWTF Electrical Upgrades	615,000.00	0.00	615,000.00	0.00
WP No. 3 Electical Upgrades	72,500.00	0.00	72,500.00	0.00
WP No. 2 Recoating	178,500.00	0.00	178,500.00	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	12,207.48	313,969.52	0.00
Sanitary Sewer Rehab Phase 1	382,896.00	0.00	382,896.00	0.00
Sanitary Sewer Rehab Phase 2	367,898.00	0.00	367,898.00	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	10,360.23	18,177.77	0.00
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	0.00	390,847.00	0.00
Mosswood Ditch Rehab Phase 1	559,825.00	0.00	559,825.00	0.00
Contingency	954,015.00	0.00	954,015.00	0.00
TOTAL CONSTRUCTION COSTS	5,901,809.00	22,567.71	5,879,241.29	0.00
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>\$984,792.62</u>	<u>\$5,909,241.29</u>	<u>\$55,966.09</u>
			Interest	15,004.59
			Surplus & Interest	70,970.68
			Total Dollars Remaining	\$5,924,246.08
		\$55,966.09		

TOTAL BOND ISSUE

Balance Sheet

As of July 31, 2022

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Jul 31, 22

ASSETS

Current Assets

Checking/Savings

\$\$\$ 7 Uj 7b 6Ub

5,781

\$\$\$ HU 8 Ydcgh5Wzi bh

31,889

\$\$\$ C b 7bY5Wzi bh

85,264

\$\$\$ DYm7 Uj

200

Total Checking/Savings

123,134

Other Current Assets

\$\$\$ HJa Y8 Ydcghg

1,213,886

\$\$\$ 5Wzi bhgFWj UY

100,036

\$\$\$ 5Wzi bhgFWj UY!9DI 8

11,919

\$\$\$ A UjbHbubW HU FFWj UY

41,573

\$\$\$ bj YbrcfYg! 7cgh

3,983

Total Other Current Assets

1,371,397

Total Current Assets

1,494,531

TOTAL ASSETS

1,494,531

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

\$\$\$ 5Wzi bhgDUhtUY

135,782

Total Accounts Payable

135,782

Other Current Liabilities

\$\$\$ 7i gca YFA YHf8 Ydcghg

117,541

\$\$\$ 8 YZffYX bZck g

41,573

Total Other Current Liabilities

159,114

Total Current Liabilities

294,896

Total Liabilities

294,896

Equity

\$\$\$ 1 bUcWYX: i bX6UUbW

1,025,300

Net Income

174,336

Total Equity

1,199,636

TOTAL LIABILITIES & EQUITY

1,494,531

River Plantation Municipal Utility District
District Debt Service Payments

08/01/2022 - 08/01/2023

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Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
Debt Service Payment Due 09/01/2022						
Bank of New York	2022 - Park	09/01/2022		15,000.00	25,962.46	40,962.46
		Total Due 09/01/2022		15,000.00	25,962.46	40,962.46
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	230,866.32	230,866.32
		Total Due 03/01/2023		0.00	255,481.95	255,481.95
		District Total		\$15,000.00	\$281,444.41	\$296,444.41

2023 AWBD Mid-Winter Conference

River Plantation Municipal Utility District

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Friday, January 27 - Saturday, January 28, 2023

Austin, TX

Director	Registration			Prior Conference Expenses
Name	Attending	Online	Paid	Paid
Julie Gilmer				
Tim Goodman				
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	7/1/2022	\$380
Regular Registration:	Begins	8/31/2022	\$430
Late Registration	Begins	12/14/2022	\$530

Cancellation Policy

All cancellations must be made in writing.

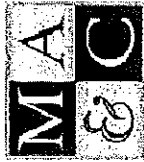
A \$50.00 administrative fee is assessed for each conference registration cancelled on or before

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



**River Plantation Municipal
Utility District
Quarterly Investment Inventory Report
Period Ending June 30, 2022**

BOARD OF DIRECTORS
River Plantation Municipal
Utility District

Attached is the Quarterly Investment Inventory Report for the
Period ending June 30, 2022.

This report and the District's investment portfolio are in compliance with the
investment strategies expressed in the District's investment policy, and the
Public Funds Investment Act.

I, hereby certify that, pursuant to Senate Bill 253 and in connection with the
preparation of the investment report, I have reviewed the divestment lists
prepared and maintained by the Texas Comptroller of Public Accounts, and the
District does not own direct or indirect holdings in any companies identified on such lists.

Mark M. Burton
(Investment Officer)

Ghia Lewis
(Investment Officer)

COMPLIANCE TRAINING

HB 675 states the Investment Officer must attend at least one training seminar for (6) six hours
Within twelve months of taking office and requires at least (4) four hours training within each (2)
two year period thereafter.

INVESTMENT OFFICERS

Mark M. Burton

Ghia Lewis

CURRENT TRAINING

November 5, 2013 (Texpool Academy 10 Hours)
November 27, 2015 (Texpool Academy 10 Hours)
December 26, 2017 (Texpool Academy 10 Hours)
January 9, 2020 (Texpool Academy 12 Hours)
December 31, 2021 (Texpool Academy 10 Hours)
November 7, 2013 (Texpool Academy 10 Hours)
November 5, 2015 (Texpool Academy 10 Hours)
November 6, 2017 (Texpool Academy 10 Hours)
November 5, 2019 (Texpool Academy 10 Hours)
December 28, 2021 (Texpool Academy 10 Hours)

River Plantation Municipal Utility District
Summary of Money Market Funds
04/01/2022 - 06/30/2022

Fund: Operating									
Financial Institution: TEXAS CLASS									
Account Number: XXXX0001		Date Opened: 11/15/2018		Current Interest Rate: 1.68%					
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance			
04/01/2022		371,925.87							
04/30/2022	Interest				144.31				
05/26/2022	From Checking		350,000.00						
05/26/2022	From TAX account		560,000.00						
05/31/2022	Interest				394.20				
06/16/2022	Transfer from CPI		58,348.95						
06/30/2022	Interest				1,243.50				
Totals for Account XXXX0001:		\$371,925.87	\$968,348.95		\$1,782.01	\$1,342,056.83			
Totals for Operating Fund:		\$371,925.87	\$968,348.95		\$1,782.01	\$1,342,056.83			

River Plantation Municipal Utility District
Summary of Money Market Funds
04/01/2022 - 06/30/2022

Fund: Capital Projects					
Financial Institution: TEXAS CLASS					
Account Number: XXXX0002		Date Opened: 01/14/2022	Current Interest Rate: 1.68%		
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned
04/01/2022		49,845.89			
04/30/2022	Interest				19.34
05/31/2022	Interest				34.45
06/16/2022	Transfer to Checking			(750.00)	
06/30/2022	Interest				47.21
Totals for Account XXXX0002:		\$49,845.89		(\$750.00)	\$101.00
					\$49,196.89
Account Number: XXXX0004					
Date		Date Opened: 04/05/2022	Current Interest Rate: 1.68%		
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned
04/01/2022		0.00			
05/26/2022	Series 2022 WS&D Funds		6,068,249.04		
05/31/2022	Interest				914.97
06/16/2022	Transfer to GOF (Reimb)			(58,348.95)	
06/16/2022	Transfer to Checking			(4,750.00)	
06/23/2022	Series 2022 Payment to TCEQ			(17,375.00)	
06/30/2022	Interest				5,743.76
Totals for Account XXXX0004:		\$0.00	\$6,068,249.04	(\$80,473.95)	\$6,658.73
					\$5,994,433.82
Totals for Capital Projects Fund:		\$49,845.89	\$6,068,249.04	(\$81,223.95)	\$6,759.73
					\$6,043,630.71

Methods Used For Reporting Market Values	
Certificates of Deposit:	Face Value Plus Accrued Interest
Securities/Other Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/ADL Accounts:	Balance = Book Value = Current Market

River Plantation Municipal Utility District
Summary of Money Market Funds
04/01/2022 - 06/30/2022

Fund: Debt Service						
Financial Institution: TEXAS CLASS						
Account Number: XXXXX0003 Date Opened: 01/14/2022 Current Interest Rate: 1.68%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
04/01/2022		\$49,633.63				
04/30/2022	Interest				19.25	
05/31/2022	Interest				34.27	
06/30/2022	Interest				47.30	
Totals for Account XXXXX0003:						
		\$49,633.63			\$100.82	\$49,734.45
Account Number: XXXXX0005 Date Opened: 04/05/2022 Current Interest Rate: 1.68%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
04/01/2022		0.00				
05/26/2022	Series 2022 WS&D Funds		302,225.00			
05/31/2022	Interest				45.57	
06/30/2022	Interest				287.75	
Totals for Account XXXXX0005:						
		\$0.00	\$302,225.00		\$333.32	\$302,558.32
Totals for Debt Service Fund:						
		\$49,633.63	\$302,225.00		\$434.14	\$352,292.77

Methods Used For Reporting Market Values

Certificates of Deposit:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pools/AM Accounts:	Balance = Book Value = Current Market

River Plantation Municipal Utility District
Summary of Certificates of Deposit with Money Market
04/01/2022 - 06/30/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Operating															
	Totals for Operating Fund:			0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:	\$0.00							Interest Earned:	\$0.00						
Plus Principal From Cash:	\$0.00							Less Beg Accrued Interest:	\$0.00						
Less Principal Withdrawn:	\$0.00							Plus End Accrued Interest:	\$0.00						
Plus Interest Reinvested:	\$0.00							Fixed Interest Earned:	\$0.00						
Fixed Balance:	\$0.00							MM Interest Earned:	\$1,782.01						
MM Balance:	\$1,342,056.83							Total Interest Earned:	\$1,782.01						
Total Balance:	\$1,342,056.83														

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Trust Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/AM Accounts:	Balance = Book Value = Current Market

River Plantation Municipal Utility District

Fund: Capital Projects

Beginning Balance:
Plus Principal From Cash:
Less Principal Withdrawn:
Plus Interest Reinvested:
Fixed Balance:
MM Balance:
Total Balance:

Certificates of Deposits:
 Face Value Plus Accrued Interest
 Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Balance = Book Value = Current Market
Public Fund Investment Pool/401A Accounts:

River Plantation Municipal Utility District
Summary of Certificates of Deposit with Money Market
04/01/2022 - 06/30/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Debt Service															
	Totals for Debt Service Fund:														
	Beginning Balance:	\$0.00			0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
	Plus Principal From Cash:	\$0.00													
	Less Principal Withdrawn:	\$0.00													
	Plus Interest Reinvested:	\$0.00													
	Fixed Balance:	\$0.00													
	MM Balance:	\$352,292.77													
	Total Balance:	\$352,292.77													
	Totals for District:														
		0.00			0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00

River Plantation Municipal Utility District

Detail of Pledged Securities

04/01/2022 - 06/30/2022

Financial Institution: FIRST FINANCIAL BANK											
Security: FHLC CUSIP: 3137F4XG4		Par Value:	500,000.00	Maturity Date:	10/25/2027	Pledged:	09/01/2018	Released:	Amount Released:		
		Date	Value								
		04/30/2022	455,021.12								
		05/31/2022	452,423.90								
		06/30/2022	446,615.74								
Security: FHLMC CUSIP: 3137FCM43		Par Value:	1,000,000.00	Maturity Date:	10/25/2024	Pledged:	08/01/2018	Released:	Amount Released:		
		Date	Value								
		04/30/2022	1,000,146.90								
		05/31/2022	1,002,304.20								
		06/30/2022	994,928.10								

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/ADL Accounts: Balance = Book Value = Current Market

River Plantation MUD - GOF
Profit & Loss Budget Performance
October 2021 through September 2022

	Oct '21 - July 22	Projected 12 mos Actuals	FYE 2022 Annual Budget	Proposed FYE 2023 Budget
Income				
14110 · Water - Customer Service Revenue	290,279.10	348,334.92	279,000.00	350,000.00
14112 · EPUD Revenues	66,727.38	102,000.00	102,000.00	102,000.00
14130 · Reconnection Fee	11,800.00	14,160.00	9,000.00	14,160.00
14150 · Tap Connections-Water	3,900.00	4,680.00	1,600.00	4,680.00
14210 · Sewer - Customer Service Fee	348,111.73	417,734.08	384,000.00	420,000.00
14220 · Inspection Fees	450.00	450.00	0.00	0.00
14251 · Tap Revenue-Sewer	0.00	0.00	2,600.00	0.00
14310 · Penalties & Interest	9,951.97	12,000.00	12,000.00	12,000.00
14311 · P&I Maintenance Tax Revenue	6,962.83	8,355.40	6,000.00	8,500.00
14320 · Property Tax Collections	667.64	667.64	0.00	0.00
14330 · Miscellaneous Income	2,738.88	2,738.88	0.00	1,000.00
14350 · Maintenance Tax Collections	523,944.11	534,508.00	534,508.00	534,508.00
14351 · Property Tax P&I Revenue	0.00	0.00	0.00	0.00
14360 · ST Fee	3,233.09	3,879.71	2,760.00	3,880.00
14365 · Bank Service Fees	52.00	52.00	0.00	50.00
14370 · Interest Earned on Temp. Invest	3,812.31	4,574.77	1,200.00	4,500.00
14371 · Interest Earned on Checking	216.40	259.68	240.00	240.00
14380 · LSGCD Fees	11,111.29	13,333.55	12,000.00	13,333.00
Total Income	1,283,958.73	1,467,728.62	1,346,908.00	1,468,851.00
Expense				
16101 · Payroll -Water	0.00	0.00	27,000.00	0.00
16105 · Operations - Water	54,955.16	109,910.32	0.00	330,000.00
16110 · Tap Connection Water	1,250.00	1,600.00	1,600.00	1,600.00
16130 · Maintenance & Repairs - Water	26,047.38	31,256.86	48,000.00	48,000.00
16140 · Chemicals - Water	10,454.63	13,939.51	7,800.00	14,000.00
16150 · Laboratory Expense - Water	2,494.50	2,993.40	5,400.00	5,400.00
16160 · Utilities-WW	54,551.75	65,462.10	56,000.00	56,000.00
16161 · Operations -WW	7,463.91	7,463.91	0.00	7,500.00
16162 · TCEQ Fees - Water	3,261.07	6,000.00	6,000.00	6,000.00
16163 · LSGWCD Fees	20,261.31	20,261.31	19,200.00	20,500.00
16230 · Payroll- STP	0.00	0.00	73,800.00	0.00
16233 · Lab Fees STP	4,340.00	4,340.00	7,200.00	7,200.00
16234 · Telephone STP	128.11	128.11	720.00	720.00
16235 · Maintenance & Repair STP	2,568.87	3,082.64	60,000.00	60,000.00
16236 · Utilities-STP	42,052.56	50,463.07	48,000.00	48,000.00
16237 · Materials & Supplies -STP	36.99	36.99	0.00	0.00
16238 · Operations- STP	1,258.54	1,510.25	1,500.00	1,500.00
16239 · TCEQ FEES- STP	3,584.53	4,301.44	3,600.00	3,600.00
16240 · Chemicals STP	10,298.20	12,357.84	10,200.00	10,200.00
16241 · Maint & Repair - Sewer	52,994.47	63,593.36	59,800.00	59,800.00
16242 · Payroll -Sewer	0.00	0.00	18,000.00	0.00
16243 · Utilities-Sewer	808.09	969.71	1,200.00	1,200.00
16245 · Tap Connection - Sewer	6,123.30	7,347.96	2,600.00	2,600.00
16250 · Lab Fees - Sewer-STP	418.00	0.00	0.00	0.00
16255 · Utilities - Joint	228.43	300.00	300.00	300.00
16256 · Maintenance & Repairs- Joint	0.00	12,000.00	12,000.00	12,000.00
16260 · Sludge Removal-STP	14,672.00	23,400.00	23,400.00	23,400.00
16265 · TCEQ Assessment Fees	0.00	0.00	0.00	3,500.00
16290 · Maintenance & Repairs - Park	18,426.20	27,000.00	27,000.00	27,000.00
16300 · Payroll- Directors	0.00	13,500.00	13,500.00	13,500.00

River Plantation MUD - GOF
Profit & Loss Budget Performance
October 2021 through September 2022

	Oct '21 - July 22	Projected 12 mos Actuals	FYE 2022 Annual Budget	Proposed FYE 2023 Budget
16301 · Payroll -Admin	0.00	46,200.00	46,200.00	0.00
16310 · Operations Admin	10,078.56	7,800.00	7,800.00	0.00
16313 · Utilities-Admin	2,247.55	3,600.00	3,600.00	3,600.00
16314 · Maintenance & Repair -Admin	178.38	178.38	6,000.00	0.00
16315 · Educational Exp -Admin	200.00	200.00	1,800.00	0.00
16317 · Computer Exp-Admin	542.23	542.23	3,600.00	0.00
16318 · Sundry Exp- Admin	0.00	0.00	1,050.00	0.00
16319 · Telephone Exp- Admin	4,609.77	5,028.84	4,800.00	0.00
16320 · Insurance & Surety Bond	26,532.52	26,532.52	27,000.00	27,000.00
16321 · Printing & Office Supplies	3,103.04	3,600.00	3,600.00	3,600.00
16330 · Legal Fees				
16330c · Legal Fees - Charleston	50,375.69	50,375.69	0.00	0.00
16330g · Legal Fees - General	76,405.65	76,405.65	0.00	180,000.00
16330 · Legal Fees - Other	17.81	17.81	180,000.00	0.00
Total 16330 · Legal Fees	126,799.15	126,799.15	180,000.00	180,000.00
16332 · Bookkeeping Fees	30,883.66	37,060.39	27,600.00	49,895.00
16336 · Tax Assessor/Collector				
16336a · MCAD Fees	3,975.88	3,975.88	4,800.00	4,000.00
16336 · Tax Assessor/Collector - Other	397.00	397.00	0.00	800.00
Total 16336 · Tax Assessor/Collector	4,372.88	4,372.88	4,800.00	4,800.00
16340 · Auditing Fees	9,300.00	9,300.00	10,000.00	10,000.00
16350 · Engineering Fees	84,299.71	101,159.65	42,000.00	42,000.00
16354 · Engineering Fees Jubal Drainage	3,488.75	3,488.75	0.00	0.00
16370 · Election Expense	24,279.10	24,279.10	17,000.00	0.00
16375 · AWBD Expense	140.00	140.00	0.00	700.00
16385 · Membership & Dues	730.00	730.00	1,080.00	30.00
16390 · Maintance & Repair - P/C	3,900.00	10,000.00	10,000.00	0.00
16391 · Payroll-P/C Maint.	0.00	0.00	6,650.00	0.00
16450 · Legal Notices & Other Publ.	22.73	0.00	0.00	0.00
16465 · Bank Service Charges	1,671.95	540.00	540.00	540.00
16480 · Delivery Expense	503.13	503.13	0.00	0.00
16490 · Maint & Repair - GRP	1,506.81	1,200.00	1,200.00	1,200.00
16500 · Payroll- GRP	0.00	0.00	1,200.00	0.00
16520 · Postage	1,214.15	4,800.00	4,800.00	4,800.00
16530 · Employee Health Insurance	28,203.19	60,000.00	60,000.00	0.00
16540 · Travel Expense	42.12	70.20	1,500.00	1,500.00
16560 · Miscellaneous Expense	3,637.26	3,637.26	0.00	0.00
16584 · Vehicle Expense	2,390.05	2,390.05	3,600.00	0.00
16600 · Payroll- Maint.	161,972.88	161,972.88	84,000.00	0.00
16610 · Maintence & Supplies-Maint	1,146.55	1,146.55	3,000.00	0.00
16615 · Maint & Repair-Maint./Storm	6,813.41	6,813.41	60,000.00	60,000.00
16620 · Small Tools- Maint	76.25	76.25	1,200.00	0.00
16630 · Maintenance & Repair Storm	0.00	0.00	0.00	0.00
16635 · TCEQ Fees - Storm	100.00	100.00	400.00	0.00
16700 · Mower/Equip Exp.	4,914.63	4,914.63	11,500.00	0.00
16701 · Payroll-TWC/ TAX	11,727.93	11,727.93	20,400.00	0.00
16702 · Truck Exp-Maint.	926.65	926.65	6,000.00	0.00
16703 · Utility Vehicle (Gator)	0.00	0.00	600.00	0.00
16704 · Backhoe Exp-Maint.	0.00	0.00	7,200.00	0.00
16705 · Sundry-Maint.	1,841.23	1,841.23	1,800.00	0.00
16706 · Rendition Expense	0.04	0.00	0.00	0.00

River Plantation MUD - GOF
Profit & Loss Budget Performance
October 2021 through September 2022

28

	Oct '21 - July 22	Projected 12 mos Actuals	FYE 2022 Annual Budget	Proposed FYE 2023 Budget
16850 · Capital Expense				
16850 · Capital Expense - Other	153,944.52	153,944.52	138,000.00	138,000.00
Total 16850 · Capital Expense	153,944.52	153,944.52	138,000.00	138,000.00
Total Expense	1,057,018.78	1,310,835.36	1,345,340.00	1,291,185.00
Net Income	226,939.95	156,893.26	1,568.00	177,666.00

REPORT OF TAXES COLLECTED

ALL YEARS

CURRENT MONTH OF:

July-22

TAXES TO BE COLLECTED AS OF 07/01/2022	\$	43,687.35
PAYMENTS CURRENT MONTH	\$	(3,354.00)
NEW TAX LEVY FOR 2021 TAX YEAR	\$	-
ADJUSTMENT IN LEVY BY Tammy McRea's Office	\$	1,239.67
TOTAL AMT. RECEIVABLE 07/31/2022	\$	41,573.02

TAXES COLLECTED:	BALANCE FORWARD	CURRENT MONTH	YEAR TO DATE
CURRENT YEAR	\$ 513,395.16	\$ 3,229.97	\$ 516,625.13
PRIOR YEAR TAXES	\$ 11,572.66	\$ 124.03	\$ 11,696.69
OVERPAYMENTS	\$ -		\$ -
OTHER	\$ -		\$ -
TOTAL TAXES COLLECTED	\$ 524,967.82	\$ 3,354.00	\$ 528,321.82
COST TO COLLECT TAXES	\$ (397.00)	\$ -	\$ (397.00)
OVERPAYMENT P&I	\$ (3,741.81)	\$ -	\$ (3,741.81)
Rendition/OTHER INCOME:	\$ (0.04)	\$ -	\$ (0.04)
PENALTY & INTEREST	\$ 6,706.34	\$ 288.23	\$ 6,994.57
TOTAL INCOME	\$ 527,535.31	\$ 3,642.23	\$ 531,177.54
DEDUCTIONS:			
APPRAISAL DIST. ADJUSTMENTS	\$ -		\$ -
TOTAL AMT. OF DEDUCTIONS	\$ -	\$ -	\$ -
NET AMOUNT RECEIVED	\$ 527,535.31	\$ 3,642.23	\$ 531,177.54

COMPARISON OF NET TAXES COLLECTED THIS YEAR TO LAST YEAR

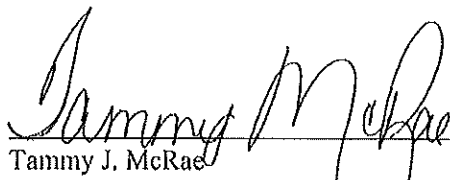
MONTH	LAST YEAR	THIS YEAR	VARIANCE
OCT	\$ 11,046.54	\$ 12,671.56	\$ 1,625.02
NOV	\$ 27,778.99	\$ 35,160.18	\$ 7,381.19
DEC	\$ 254,653.45	\$ 285,285.78	\$ 30,632.33
JAN	\$ 140,700.30	\$ 116,194.08	\$ (24,506.22)
FEB	\$ 35,465.62	\$ 46,532.51	\$ 11,066.89
MAR	\$ 15,631.42	\$ 10,097.00	\$ (5,534.42)
APR	\$ 8,293.29	\$ 2,928.85	\$ (5,364.44)
MAY	\$ 5,937.18	\$ 9,115.35	\$ 3,178.17
JUN	\$ 7,517.00	\$ 9,550.00	\$ 2,033.00
JUL	\$ 4,349.52	\$ 3,642.23	\$ (707.29)
AUG	\$ 18,112.93	\$ -	\$ (18,112.93)
SEP	\$ 29.73	\$ -	\$ (29.73)
TOTAL	\$ 529,515.97	\$ 531,177.54	\$ 1,661.57

Tammy J. McRae
Montgomery County
Tax Assessor-Collector


Monthly Tax Collection Report
 For the month of July 2022

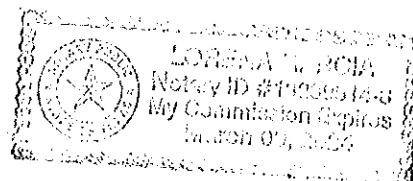
River Plantation MUD

	<u>MTD</u>	<u>YTD</u>
2021 Base Tax	\$ 3,229.97	\$ 516,625.13
2021 Penalty & Interest	249.28	3,391.19
Prior Years Base Tax	124.03	11,696.69
Prior Years Penalty & Interest	38.95	3,603.38
Reversals (Refunds, Returned Items, Transfers)	-	(3,741.81)
Collection Fee	-	(397.00)
5% Rendition Fee	-	(0.04)
 Total Collections	 <u>\$ 3,642.23</u>	 <u>\$ 531,177.54</u>


 Tammy J. McRae
 Montgomery County Tax Assessor-Collector

Sworn to and subscribed before me on the 4th day of August, 2022.


 Notary Public in and for the State of Texas



08/01/2022 01:16:24 4059697

TC298-D SELECTION: DEPOSIT

RECEIPT DATE: ALL

LOCATION: ALL

TAX COLLECTION SYSTEM

DEPOSIT DISTRIBUTION

FROM: 07/01/2022 THRU 07/31/2022

JURISDICTION: 0412 RIVER PLANTATION MUD

INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.316000	3,229.97	.00	249.28	.00	3,479.25	215.07	.00	3,694.32
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.316000	3,229.97	.00	249.28	.00	3,479.25	215.07	.00	3,694.32
2020	M & O	.322300	104.15	.00	30.80	.00	134.95	26.99	.00	161.94
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.322300	104.15	.00	30.80	.00	134.95	26.99	.00	161.94
2019	M & O	.320000	19.88	.00	8.15	.00	28.03	5.61	.00	33.64
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.320000	19.88	.00	8.15	.00	28.03	5.61	.00	33.64
ALL	M & O		3,354.00	.00	288.23	.00	3,642.23	247.67	.00	3,889.90
	I & S		.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL		3,354.00	.00	288.23	.00	3,642.23	247.67	.00	3,889.90
DLQ	M & O		124.03	.00	38.95	.00	162.98	32.60	.00	195.58
	I & S		.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL		124.03	.00	38.95	.00	162.98	32.60	.00	195.58
CURR	M & O		3,229.97	.00	249.28	.00	3,479.25	215.07	.00	3,694.32
	I & S		.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL		3,229.97	.00	249.28	.00	3,479.25	215.07	.00	3,694.32

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TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2022 TO 07/31/2022
INCLUDES AG ROLLBACK

FISCAL START: 10/01/2021 END: 09/30/2022 JURISDICTION: 0412 RIVER PLANTATION MUD

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
-----	-----	-----	-----	-----	-----
CURRENT YEAR	8,872,570	169,156,271	00.316000	534,537.16	1,243
-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
-----	-----	-----	-----	-----	-----	-----	-----	-----
2021	506,536.11	943.80	28,001.05	3,229.97	514,648.30	19,888.86	96.28	0.00
2020	14,158.53	295.87	1,472.43-	104.15	4,519.19	8,166.91	35.62	0.00
2019	7,515.69	.00	486.62-	19.88	2,711.59	4,317.48	38.58	0.00
2018	5,912.51	.00	0.00	0.00	2,314.51	3,598.00	39.15	0.00
2017	2,742.40	.00	0.00	0.00	417.38	2,325.02	15.22	0.00
2016	1,311.97	.00	0.00	0.00	0.78	1,311.19	.06	0.00
2015	713.87	.00	0.00	0.00	0.00	713.87	0.00	0.00
2014	354.63	.00	0.00	0.00	0.00	354.63	0.00	0.00
2013	332.97	.00	0.00	0.00	0.00	332.97	0.00	0.00
2012	63.24	.00	0.00	0.00	0.00	63.24	0.00	0.00
2011	66.47	.00	0.03-	0.00	0.00	66.44	0.00	0.00
2010	61.28	.00	0.00	0.00	0.00	61.28	0.00	0.00
2009	61.28	.00	0.00	0.00	0.00	61.28	0.00	0.00
2008	61.48	.00	0.00	0.00	0.00	61.48	0.00	0.00
2007	62.36	.00	0.00	0.00	0.00	62.36	0.00	0.00
2006	13.54	.00	0.00	0.00	0.00	13.54	0.00	0.00
2005	18.02	.00	0.00	0.00	0.00	18.02	0.00	0.00
2004	19.24	.00	0.00	0.00	0.00	19.24	0.00	0.00
2003	67.70	.00	0.00	0.00	0.00	67.70	0.00	0.00
2002	69.51	.00	0.00	0.00	0.00	69.51	0.00	0.00
2001	74.08	.00	74.08-	0.00	0.00	0.00	0.00	0.00
2000	0.00	.00	0.00	0.00	0.00	0.00	0.00	0.00
****	540,216.88	1,239.67	25,967.89	3,354.00	524,611.75	41,573.02		0.00



MONTHLY OPERATIONS REPORT FOR RIVER PLANTATION MUD

July, 2022

Connections: 962

Vacant: 1

REVENUE	Water	LSGCD	Sewer	TCEQ	Taps	Deposits	Penalty	Misc.	TOTAL
	\$ 38,799.44	\$ 1,508.28	\$ 30,658.99	\$ 356.18	\$ 1,200.00	\$ 1,450.00	\$ 138.45	\$ 4,457.20	\$ 78,568.54
	Residential	Builder	Multi Family	Irrigation	STP/LS	Commercial	Total		
Billed Cons:	14,902,000	0	0	11,000	45,000	574,000	15,532,000		

WATER:

	06/23/22 - 07/21/22	LSGCD - Well Permit
Gallons pumped from Well No.2	13,209,000	Permit Expires: 12/31/2022
Gallons pumped from Well No.3	3,682,000	Permitted Authorization: 225,868,339
Total Pumpage/Received	16,891,000	July Withdrawal: 20,012,000
Total Gallons Billed	15,532,000	Y-T-D Withdrawal: 75,699,000
Leaks, Construction, Flushing	430,000	Amount Remaining: 150,169,339
Pumped vs. Billed	92%	
Pumped vs. Accounted	95%	
Leaks repaired in District	12	

Bacteriological samples: 5 Good

WASTEWATER TREATMENT PLANT

T.C.E.Q. Permit Number:

TX0025674

Permit expiration date:

September 20, 2023

	July, 2022		Measured by:
Average daily flow	147,233	Permitted Daily Flow	600,000 gal.per day
Average CBOD	2.54	Permitted CBOD	10 mg/l
Average Total Suspended Solids	1.82	Permitted T.S.S.	15 mg/l
Average Ammonia Nitrogen	1.92	Permitted Ammonia Nitrogen	3 mg/l
Average PH	7.85	Permitted PH	6.00 - 9.00 STD UNIT
Average Dissolved Oxygen	8.17	Permitted Dissolved Oxygen (Min.)	6.0 mg/l
Maximum Chlorine Residual	3.99	Permitted Chlorine Maximum	4.0 mg/l
Minimum Chlorine Residual	2.58	Permitted Chlorine Minimum	1.0 mg/l
Average E. coli	1.00	Permitted E. coli	63.0 mpn/100 ml
Total Rainfall	0"		

Sewer Treatment plant is currently operating at 25% of the permitted capacity.

Total gallons of Reuse for the month of July - 2.858 MG

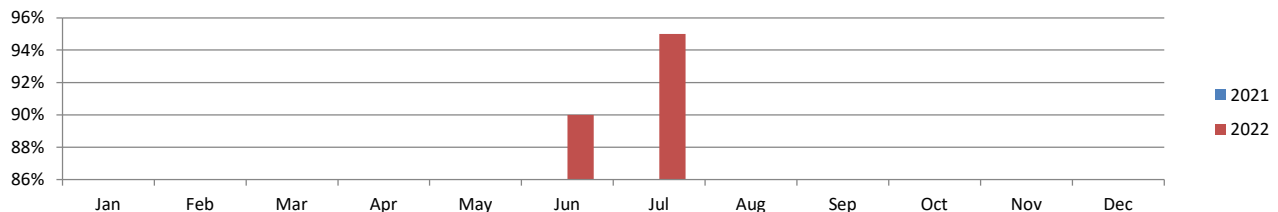
Notes:

Number of customers used 30k - 50k gal. 96

Number of customers used an excess of 50k gal. 27

Aged Receivables:	Current	30 day	60 day	90 day	120 day	Total
	\$ 94,498.67	\$ (1,596.22)	\$ 7,133.22	\$ -	\$ -	\$ 100,035.67

Water Accountability





Edit DMR

Collapse Header

Permit

Permit ID: TX0025674

Permittee: RIVER PLANTATION MUD

Major: ☐

Permittee Address: PO BOX 747

Facility: RIVER PLANTATION MUD WWTP

Facility Location: CONROE, TX 77305

632 RIVER PLANTATION DR

Permitted Feature:

001 - External Outfall

Report Dates & Status

Monitoring Period:

From 07/01/22 to 07/31/22

Status:

NetDMR Validated

Principal Executive Officer

First Name:

Title:


Last Name:

Telephone:

DMR Due Date: 08/20/22

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	Units	Value 1	Value 2	Value 3	Units	
Code 	Name								
00300	Oxygen, dissolved [DO]				= <div>▼</div> 8.17			mg/L <div>▼</div>	GR <div>▼</div>
1 - Effluent Gross									
Season: 0					>= 6.0 Monthly Minimum				
NODI: <div>▼</div>					<div>▼</div>				
00400	pH				= <div>▼</div> 7.38		= <div>▼</div> 8.32	SU <div>▼</div>	GR <div>▼</div>
1 - Effluent Gross									
Season: 0					>= 6.0 Minimum		<= 9.0 Maximum	Standard Units	Twice Per Month
NODI: <div>▼</div>					<div>▼</div>		<div>▼</div>		
00530	Solids, total suspended	< <div>▼</div> 2.48		<div>▼</div>			= <div>▼</div> 1.82	mg/L <div>▼</div>	CS <div>▼</div>
1 - Effluent Gross									
Season: 0		<= 75.0 Daily Average		Pounds per Day			<= 15.0 Daily Average	Milligrams per Liter	Weekly
NODI: <div>▼</div>		<div>▼</div>				<div>▼</div>	<div>▼</div>		
00610	Nitrogen, ammonia total [as N]	= <div>▼</div> 2.69		<div>▼</div>			= <div>▼</div> 1.92	mg/L <div>▼</div>	CS <div>▼</div>
1 - Effluent Gross									

Parameter		NODI	Quantity or Loading			Quality or Concentration			# of Ex.	Freq. of Analysis	Smpl. Type
Code	Name		Value 1	Value 2	Units	Value 1	Value 2	Value 3	Units		
Season: 0		Req.	<= 15.0 Daily Average				<= 3.0 Daily Average	<= 10.0 Daily Maximum	Milligrams per Liter		Weekly
NODI:		NODI									
50050	Flow, in conduit or thru treatment plant	Smpl.	= 0.147233	= 0.404	MGD					0	99/99
1 - Effluent Gross											
Season: 0		Req.	<= 0.6 Daily Average	Req Mon	Million Gallons per Day						Continuous
NODI:		NODI									TOTALZ
50060	Chlorine, total residual	Smpl.				= 2.58			ng/L	0	01/01
1 - Effluent Gross											
Season: 0		Req.				>= 1.0 Monthly Minimum		<= 4.0 Monthly Maximum	Milligrams per Liter		Daily
NODI:		NODI									GRAB
51040	E. coli	Smpl.									
1 - Effluent Gross									MPN/100mL	0	02/30
Season: 0		Req.						<= 200.0 Daily Maximum	Colony Forming Units per 100ml		Twice Per Month
NODI:		NODI									GRAB
80082	BOD, carbonaceous [5 day, 20 C]	Smpl.	< 3.27		lb/d				mg/L	0	01/07
1 - Effluent Gross											
Season: 0		Req.	<= 50.0 Daily Average		Pounds per Day		<= 10.0 Daily Average	<= 25.0 Daily Maximum	Milligrams per Liter		Weekly
NODI:		NODI									COMPOS

Edit Check Errors

Code	Name	Monitoring Location	Season ID	Field	Type	Description	Acknowledge
51040	E. coli	Effluent Gross	0	Units	Soft	You have selected units that are different from the units established by your Regulatory Authority. Please contact your Regulatory Authority to discuss the selection of any alternative units.	<input checked="" type="checkbox"/>

DMR Comments

Comments

Attachments

No results.

Report Last Saved By

User: deena@nwdls.com
Name: Deena Higginbotham
E-Mail: deena@nwdls.com
Date/Time: 08/15/22 6:33 CDT

**RIVER PLANTATION MUNICIPAL UTILITY DISTRICT
ENGINEER'S REPORT
VSE Project No. 32000-000-0-DST
August 25, 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

5. Items for Discussion:

I. Permits

A. WWTF Discharge Permit Renewal (Expires September 2023)

B. Storm Water Quality Management Plan – MS4 Permit (Expires January 2024)

a. Next annual report due 3/31/2023

II. Design Projects

A. East Ditch FEMA Work

a. FEMA has approved the transfer and I am now the agent of the district. I am going through previous information and working to get everything up to date so that following the desilt we can move forward with additional work and see how much we will receive through the FEMA Grant.

B. Holly Springs Drainage

a. No update

C. East Concrete Ditch Desilt

a. Received bids 8/25/2022. We will have the ROA and Bid Tab attached to the report at the meeting.

D. Water Plant No. 1 – Rehabilitation

a. Follow up from last meeting. TCEQ letter requires us to monitor and test the well every five years in accordance with 290.46(u).

E. Stone Mountain – Storm Sewer Sinkhole

- a. Received attached proposal in the amount of \$23,220.00 that was approved by the president per last meetings motion. I have reached out to precinct 2's inspector and received the go ahead to move forward. Contractor is working on getting supplies and mobilizing.

F. Sanitary Sewer Phase 1 – Rehabilitation

- a. Request authorization to advertise and bid

G. Sanitary Sewer Clean & Televis Phase 2

- a. I have contracts for signatures tonight.

III. Construction Projects

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

- a. Processing videos and putting together spreadsheet of repairs.

B. Storm Sewer Televis Phase 1

- a. Construction underway.

C. Channel Survey

- a. Work underway

D. Park Survey

- a. Work underway

E. Storm Sewer Televis Phase 2

- a. Construction underway.

IV. Other Matters

A. 10-Year Capital Improvements Plan

- a. Update as necessary.

V. Questions/Answers

- a. NPW Permit for Public Use – Per the TCEQ requirements public parks fall under a Type I reused that raises the standards required by the effluent. The current permit is a Type II reuse that is acceptable for golf course use.



Date of Proposal: 8-8-2022

Proposal To: River Plantation Mud (the "Customer")

Serving: Stone Mountain Dr Sinkhole (the "Site")

Acceptance: The Customer may accept this Proposal either by A) signing where indicated or B) asking Infrastructure Construction Services (the "Company" herein) to begin work in writing. In the event of either form of acceptance, this Proposal shall become the contract between the Customer and the Company (the "Agreement" herein). This Proposal is valid for one hundred and twenty (120) days following the Date of Proposal listed above, but may, at the Company's sole option, be withdrawn or revised at any time prior to acceptance by the Customer.

Scope: The Company will provide consultative, construction, and/or field services regarding the Customer's construction project, construction punch list, or other infrastructure rehabilitation project (collectively, the "Project"). The parties agree that these services are labor and materials on behalf of the Customer and may or may not occur during the construction phase. In addition, the Company may:

- Facilitate the Customer's obtaining permit authorization to perform the Project;
- Prepare, modify, and/or maintain the Customer's construction documents including plans, specifications, certificates, or other documents required by the Customer's Project (collectively, the "Construction Documents");
- Provide inspections, testing, walk-throughs, and/or records concerning the Company's observations of site conditions;
- Provide debris removal, grading, or other handiwork;
- Construct amenities, structures, appurtenances, water quality features, drainage features, or concrete paving;
- Provide training, educational material, public notices, or consultation; or
- Recommend best management practices for the Customer's use and implementation. The scope of work performed by the Company is referred to as the "Work." Upon installation, any materials shall become the Customer's property.

Item	Scope / Description of Work:	Qty	UM	Unit Price:	Total Price:
1	MOBILIZATION	1	EA	\$1,350.00	\$1,350.00
2	REMOVE DISPOSE AND REPLACE 24" CGMP AND REPLACE WITH POLY COATED CGMP INCLUDES TRAFFIC CONTROL, ASPHALT REPAIR, STEEL PLATES	1	EA	\$20,170.00	\$20,170.00
3	TIE IN 24" CGMP TO INLET	2	EA	\$850.00	\$1,700.00
TOTAL					\$23,220.00

**** EXCLUDES LABORATORY TESTING, UTILITY LINE RELOCATES, BONDS, IRRIGATION REPAIRS**

Schedule: The Company may provide schedules suggesting when work may be done in the future and/or a general plan for frequency of work. The Customer understands that schedules are subject to change, based on weather and other factors. The Customer agrees to make no claim against the Company for Work not being performed according to any schedule.

Pricing of Services: The Company has offered pricing at rates as shown in this Agreement for the items of work that are agreed to be performed. This pricing is shown with subtotals based on estimated quantities for the Customer's information. However, the Company will invoice and the Customer shall pay the unit price(s) for Work based on actual quantities performed. All services and materials will be charged sales tax unless a valid Texas Sales and Use Tax Resale Certificate/Exemption Certificate is furnished.



Changes: This is a unit price contract and includes only items for which the Company and the Customer have agreed on the Work described in the agreed line items. No claim shall be made against the Company for any variance between estimated quantities and the quantities actually requested or performed under the Agreement. The parties anticipate that the actual Work will involve performance of quantities that may differ from the estimated quantities, and as part of this Agreement, the Customer will pay for actual quantities performed and invoiced. Work for which there is no line item is not in the Scope of the Agreement, and will be added to this Agreement only if the Company and the Customer agree in writing on the scope and price of that additional work and the Customer indicates its agreement by signature or other express agreement.

The Customer's Responsibility: The Company cannot guarantee, assure, nor warrant the Customer's compliance with its permit authorization to perform the Project nor its compliance with Local, State, and/or Federal requirements. The Company is only advising the Customer on the site conditions and requirements, and the Customer has primary responsibility to perform the work recommended by the Company and stated in the permit authorization to perform the Project. The Customer therefore agrees that Customer's performance of certain work is a condition precedent to the Company's obligation and/or ability to perform work, and further agrees that Customer will perform at least the following work:

- Obtain permit authorization to perform the Project;
- Maintain and enforce good housekeeping practices;
- Maintain and enforce the best management practices described in the Customer's permit authorization to the maximum extent practicable, including routine maintenance and/or repair/replacement of pollution prevention devices or erosion and sedimentation controls;
- Manage the Customer's contractors, sub-contractors and suppliers at every tier, and all other visitors and deliveries to the site to make sure they are maintaining best management practices;
- Notify the Company of the start and completion of any construction, the termination of any permit authorization, the transfer of any parcels, of lot take- down schedules, or of any transfer of operational control to another operator or operators;
- Notify the Company of any responsibilities assigned to other agents, designers, consultants, trades, contractors, subcontractors and/or suppliers at any tier;
- Provide access to the areas in which the Company will provide services;
- Allow periodic inspections by the Company by any reasonable means, technology, or methodology;
- Implement best management practices as the Company recommends and/or suggests to the maximum extent practicable; and
- Comply promptly with the requirements of any permit authorization to perform the Project and with the requirements of Local, State, and Federal authorities.

Term: The Agreement will continue as long as the Customer requests services from the Company. However, when the Customer accepts a project as completed, the Company will cease service in that area and will no longer be responsible for providing services for that area.

Termination: Either party may terminate this agreement upon seven (7) days written notice to the other. If the Customer terminates the Agreement, the Company will immediately be due payment for services performed up to and resulting from termination, including demobilization, and after the date of termination, the Company will not be responsible for maintenance or storage of any records of services performed during this Agreement. If the Company terminates the agreement, the Company will immediately be due payment for services performed up to termination and after the date of termination. The Company will not be responsible for maintenance or storage of any records of services performed during this Agreement.

Invoicing: The Company will invoice by the last day of each month for services performed during that month, based on actual quantities of the Work performed.



Payment: Payment is due in full upon receipt, without retainage or withholding. Amounts unpaid after one hundred eighty (180) days will bear interest from seven days after the invoice date at 1 ½% interest per month.

The Company Rights Upon Non-Payment: If payment is not received timely, the Company may, at its sole discretion, suspend any or all work for the Customer. In addition, the Company will be under no obligation to maintain records that it has kept for the Customer on any Project for which payment is late. **NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, THE CUSTOMER AGREES TO INDEMNIFY THE COMPANY FOR ANY DAMAGES INCURRED BY THE CUSTOMER ARISING OUT OF OR RELATED TO OR RESULTING FROM RECORDS THAT THE COMPANY DOES NOT MAINTAIN WHILE THE CUSTOMER'S ACCOUNT IS DELINQUENT.**

Limitation of Responsibility / Liability: The Company will be responsible for damages incurred by the Customer only to the extent that such damages are directly caused by the Company's actions or omissions. The Customer agrees that the Company is not liable for the Customer's failure to perform the Customer's responsibilities under this agreement, including following the recommendations and suggestions of the Company and maintaining best management practices. The Customer agrees that the Company's total liability for any one year of services provided under this Agreement for this Project will not exceed 50% of the amount billed to the Customer for this Project during that year. Under no circumstances will the Company be liable for damages due to the Customer's failure to perform any of its responsibilities outlined above, or damages caused by the actions or inactions of any of the Customer's employees, agents, designers, consultants, trades, contractors, subcontractors and/or suppliers at any tier.

Waiver of Consequential Damages: The Company and the Customer waive any and all claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- Damages incurred by the Company for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

Assurance: The Customer agrees that, both at the beginning of the job and any other time at which the Company may request, the Customer will provide the Company assurance of the Customer's ability to pay for the Work, as well as A) if this is a private project, the information described in subparagraphs 1-5 of Texas Business & Commerce Code Section 56.054 (d), or B) if this is a public projects, the information described in subparagraphs 1-3 of Texas Business & Commerce Code Section 56.054 (e).

Limited Warranty: The Company will perform the Work in a manner consistent with the standard of care expected of a company performing such services in this geographical area at this time under these circumstances. The Company provides no other warranties, and the Customer agrees that all other warranties, express or implied, are excluded.

Disputes: The parties will attempt to resolve any disputes arising out of or relating to this Proposal or the resulting Agreement and/or the Work by a) direct discussions between the parties, followed by b) mediation. If disputes remain unresolved after mediation, they will be resolved by arbitration, with the award of the arbitrator(s) binding pursuant to Texas Civil Practices and remedies Code Ch. 171. Mediation and/or arbitration will be conducted by the American Arbitration Association ("AAA") under their Construction Industry Rules in effect at the time that the dispute is first submitted to the AAA.

Insurance: The Company will carry its standard insurance, including general liability, auto liability, workers' compensation, and professional liability coverage.

No Third Party Beneficiary: Notwithstanding any provision of the Agreement, no other person or entity besides the Company and the Customer, whether or not mentioned in this Agreement or in the Work, is intended to be or will be considered to be a third party beneficiary of or entitled to assert any rights under this Agreement.



MUTUAL INDEMNITY: THE COMPANY AND THE CUSTOMER AGREE THAT EACH WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, OF EVERY KIND OR CHARACTER ("CLAIMS"), TO THE EXTENT THAT SUCH CLAIMS ARISE FROM DAMAGES CAUSED BY A) THE INDEMNIFYING PARTY, B) ANY OF THE INDEMNIFYING PARTY'S EMPLOYEES, REPRESENTATIVES, DESIGNERS, SUBCONTRACTORS, AND/OR SUPPLIERS AT ANY TIER, AND/OR C) ANY OTHER PARTY FOR WHOM THE INDEMNIFYING PARTY IS RESPONSIBLE.

THESE DUTIES EXTEND TO CLAIMS INCLUDING THOSE ARISING FROM PERSONAL INJURY, INCLUDING DEATH, EMOTIONAL DISTRESS, REAL AND PERSONAL PROPERTY DAMAGE, AND ECONOMIC LOSS.

THESE DUTIES EXTEND TO ALL CLAIMS THAT ARE BASED ON, IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF WORK AND/OR THE AGREEMENT.

THESE DUTIES ARE NOT LIMITED BY OR TO THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR ANY PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

APPROVED AS TO FORM AND SUBSTANCE:

_____	_____
("Customer")	Infrastructure Construction Services ("Company")
_____	_____
Signature of the Customer Representative	Signature of the Company Representative
_____	_____
Printed Name of the Customer Representative	Printed Name of the Company Representative
_____	_____
Title of the Customer Representative	Title of the Company Representative
_____	_____
Date	Date

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Resolution (1) Finding District to be Low Tax Rate, Developed, Developing, or Developed District in a Declared Disaster Area, (2) Calling Public Hearing on 2022 Tax Rate and (3) Authorizing Tax Assessor-Collector to Prepare and Publish Notice of the Public Hearing

The board of directors (“Board”) of River Plantation Municipal Utility District (“District”) met on August 25, 2022, 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, before the Board adopts an annual ad valorem tax rate for the District, the Board is required to give notice pursuant to § 49.236 of the Texas Water Code (“Code”) of each meeting at which adoption of the tax rate will be considered (“Notice of Public Hearing”), and

WHEREAS, the language required to be included in the Notice of Public Hearing varies based on whether the District is a low tax rate, developed or developing district, as those terms are described in §§ 49.23601, 49.23602, and 49.23603 of the Code, and therefore the Board must determine which of these types of districts the District is, and

WHEREAS, the District must further determine as appropriate under §§ 49.23601, 49.23602, or 49.23603 of the Code the voter-approval tax rate, mandatory tax election rate and unused increment rate and call a public hearing to consider a proposed tax rate for 2022.

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

I.

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

II.

For purposes of adopting an ad valorem District tax rate for 2022, the Board of Directors of the District hereby finds and determines that the District is the type of district as indicated below:

- ☐ Low Tax Rate District (Texas Water Code § 49.23601)
☒ Developing District (Texas Water Code § 49.23603)
☐ Developed District (Texas Water Code § 49.23602)
☐ Developed District in a Declared Disaster Area (Texas Water Code § 49.23602(d))

III.

The District designates and directs its tax assessor-collector to prepare and calculate the voter-approval tax rate, mandatory tax election rate and unused increment rate as appropriate and required under §§ 49.23601, 49.23602, or 49.23603 of the Code according to the type of district the Board has determined the District to be.

IV.

The Board of Directors of the District hereby calls a public hearing to consider a proposed 2022 ad valorem tax rate at the Board's next regular meeting on September 23, 2022 at 6:30 p.m. at 610 River Plantation Drive, Conroe, Texas.

V.

The District hereby authorizes and directs its tax assessor-collector to prepare a Notice of Public Hearing and include therein the appropriate language as required under § 49.236 of the Code according to the type of district the Board has found the District to be. The tax assessor-

collector is further authorized and directed to publish the Notice of Public Hearing in the time and manner required by § 49.236 of the Code.

VI.

If the District is a Developed District in a Declared Disaster Area, the District directs its tax assessor-collector to calculate the District's voter-approval tax rate under § 49.23601(a) of the Code and prepare and publish the Notice of Public Hearing under § 49.236 (a) (3) (A) of the Code. The District shall by separate action determine whether an election is required to approve the adopted tax rate in the manner provided under §49.23601 (c) of the Code.

VII.

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

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 adopted by said Board at its regular meeting of August 25, 2022, 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 was given in compliance with the provisions of Tex. Gov't. Code Ann. § 551.001 et seq.

Witness my hand and the seal of said District, this August 25, 2022.

Secretary



RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Resolution Authorizing Use of Surplus Funds

The Board of Directors (“Board”) of River Plantation Municipal Utility District (“District”) met at the District’s regular meeting place on August 25, 2022, with the following directors present:

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

and the following directors were absent:

None

when the following business was transacted:

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

Ayes: All directors shown present

Noes: None

The resolution adopted is as follows:

Whereas, the District has certain surplus bond funds in excess of \$25,000 remaining from the District’s Series 2022 \$1,675,000 Unlimited Tax Park Bonds; and

Whereas, the District has, within the past twelve (12) months, or will incur, expenses of \$25,000 for sidewalk repairs in Charleston Park; and

Whereas, said park improvements were financed with proceeds of a prior bond issue; and

Whereas, pursuant to 30 TAC Section 293.83(c)(3)(A) a district which has a no-growth tax rate of \$2.00 per \$100 assessed valuation or less may use surplus funds for improvements necessary to serve development within the district without TCEQ approval, provided that such funds are used for rehabilitation or maintenance of facilities previously approved by the

commission for funding and owned by the district if the scope of the originally approved project has not changed; and

Whereas, the Board of the District wishes to use \$25,000 plus any additional interest, of the surplus funds from the District's Series 2022 \$1,675,000 Unlimited Tax Park Bonds, to pay for costs of park improvements that were financed with proceeds of District park bonds.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the District that:

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

2. The Board affirmatively finds that the District meets the criteria of applicable Commission rules and that the expenditure of \$25,000, plus additional interest, from the District's Series 2022 \$1,675,000 Unlimited Tax Park Bonds, from surplus funds is authorized under 30 T.A.C. §293.83(c)(3)(A), relating to the costs associated with park improvements in the District that were previously approved by the Commission.

3. The District's bookkeeper is hereby directed to transfer \$25,000, plus additional interest, if any, of surplus bond funds to the District's general fund to cover expenses for the costs of improvements of the District's park facilities.

4. In accordance with the rules of the Commission, it is further ordered that the expenditure of approximately \$25,000, plus additional interest if any, and plus any incidental engineering and other related costs from the District's surplus funds shall be reported in the annual audit report of the District for the fiscal year ending April 30, 2023, in accordance with the Annual Audit Report Requirements and 30 T.A.C. §293.83(c)(4)(C).

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PASSED AND APPROVED this August 25, 2022.

RIVER PLANTATION MUNICIPAL UTILITY
DISTRICT

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 Authorizing Use of Surplus Funds adopted by said Board at its regular meeting on August 25, 2022, together with excerpts from the minutes of said Board's meeting on that date showing the adoption of said resolution, 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 the said District, this August 25, 2022.

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 August 25, 2022 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 August 25, 2022.

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

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 August 25, 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) “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.

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

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

k) “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.

l) “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.

m) “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.

n) “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.

- b) No connection which allows water used for condensing, cooling or industrial processes back to the public water supply is permitted.
- c) 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.
- d) Plumbing installed after January 4, 2014 must bear the expected label indicating $\leq 0.25\%$ lead content.
- e) 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.
- f) No plumbing fixture shall be installed which is not in compliance with a State approved plumbing code.
- g) 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:
 - (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.
- b) Except for termination of service upon the occurrence of an event described in Subsections 1.4d) 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.

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.

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.

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

a) 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 August 25, 2022.

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 August 25, 2022, 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 _____.

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 ≤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 $\leq 0.25\%$ 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).

EXHIBIT "C"

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The following form must be completed for each assembly tested. A signed and dated original must be submitted to the public water supplier for record keeping purposes:

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

NAME OF PWS: _____

PWS I.D. # _____

MAILING ADDRESS _____

CONTACT PERSON _____

LOCATION OF SERVICE: _____

The backflow prevention assembly detailed below has been tested and maintained as required by Commission regulations and is certified to be operating within acceptable parameters.

TYPE OF BACKFLOW PREVENTION ASSEMBLY (BPA)
☐ Reduced Pressure Principle (RPBA) ☐ Reduced Pressure Principle-Detector (RPBA-D) Type II ☐
☐ Double Check Valve (DCVA) ☐ Double Check-Detector (DCVA-D) Type II ☐
☐ Pressure Vacuum Breaker (PVB) ☐ Spill-Resistant Pressure Vacuum Breaker (SVB)

Manufacturer: Main _____ Bypass: _____ Size Main _____ Bypass: _____

Model Number: Main _____ Bypass: _____ BPA Locations: _____

Serial Number: Main _____ Bypass: _____ BPA Serves: _____

Reason for test: New ☐ Existing ☐ Replacement ☐ Old Model/Serial #: _____Is the assembly installed in accordance with manufacturer recommendations and/or local codes? Yes ☐ No ☐Is the assembly installed on a non-potable water supply (auxiliary)? Yes ☐ No ☐

TEST RESULT	Reduced Pressure Principle Assembly (RPBA)		Type II Assembly	Pressure Vacuum Breaker (PVB) and Spill-Resistant Pressure Vacuum Breaker (SVB)	
PASS <input type="checkbox"/>	Double Check Valve Assembly (DCVA)		Bypass Check	Air Inlet	Check Valve
FAIL <input type="checkbox"/>	1st Check	2nd Check ***		Opened at ____ psid Did Not Open <input type="checkbox"/> Did it fully open (Yes <input type="checkbox"/> /No <input type="checkbox"/>)	Held at ____ psid Leaked <input type="checkbox"/>
Initial Test	Held at ____ psid	Held at ____ psid	Opened at ____ psid	Held at ____ psid	
Date: ____ Time ____	Closed tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Closed tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Did not open <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	
Repairs & Materials Used**	Main: Bypass:				
Test After Repair	Held at ____ psid	Held at ____ psid	Opened at ____ psid	Held at ____ psid	Opened at ____ psid
Date: ____ Time ____	Closed tight <input type="checkbox"/>	Closed tight <input type="checkbox"/>		Closed tight <input type="checkbox"/>	Held at ____ psid

*** 2nd check: numeric reading required for DCVA only

Differential pressure gauge used:	Potable <input type="checkbox"/>	Non-Potable <input type="checkbox"/>
Make/Model:	SN:	Date tested for accuracy: _____

Remarks: _____

Company Name:	Licensed Tester Name (Print/Type):
Company Address:	Licensed Tester Name (Signature):
Company Phone #:	BPAT License #: _____ License Expiration Date: _____

* TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS [30 TAC Section 290.46(B)]

** USE ONLY MANUFACTURER'S REPLACEMENT PARTS

The above is certified to be true at the time of testing.

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT**Order for Adoption of Schedule of
Water and Sewer Service Fees and Rates**

The Board of Directors (“Board”) of River Plantation Municipal Utility District (the “District”) met at the Board’s regular meeting place on August 25, 2022 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 and considered by the Board. It was then moved, seconded and unanimously carried that the following Order be adopted:

WHEREAS, the District has adopted a Resolution for Adoption of Order Establishing Policies and Rates for Water and Sewer Service (the “Rate Order”);

WHEREAS, the Board desires to adopt a Schedule of Water and Sewer Service Fees and Rates for the services provided in said Rate Order;

WHEREAS, any previous orders and amendments thereto, heretofore adopted by the Board, providing for rates for water and sewer services for customers within the District, is hereby revoked upon the effective date of this Order;

WHEREAS, the Order hereinafter set forth shall become effective on August 25, 2022.

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

I.

The Board hereby approves and adopts the Schedule of Water and Sewer Service Fees and Rates, attached here to as Exhibit A.

II.

The Board hereby authorizes and instructs the District's operator to assess and collect water and sewer fees and rates pursuant to the attached Schedule of Water and Sewer Services Fees and Rates, attached here to as Exhibit A, as authorized by the Board in this Order.

III.

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

Passed and adopted this August 25, 2022.

JULIE GILMER

President

ATTEST:

BETTY BROWN

Secretary

I, the undersigned Secretary of the board of directors of River Plantation Municipal Utility District, hereby certify that the foregoing is a true and correct copy of the Order for Adoption of Schedule of Water and Sewer Fees and Rates for the District, adopted by said board at its regular meeting of August 25, 2022, 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 August 25, 2022.

Secretary



Exhibit “A”

River Plantation Municipal Utility District

Schedule of Water and Sewer Service Fees and Rates

Corresponding Section in Rate Order	Description of Fee / Rate	Fee / Rate
Section 1.6 <u>Plumbing material restrictions: Customer Service Inspection Certifications</u>	Customer service inspection performed by District	\$75.00 Residential \$125.00 Commercial
Section 2.2. <u>Termination of service upon request of consumer</u>	Discontinuing of Service Restoring of Service	\$50.00 \$50.00
Section 2.3. <u>Termination of service upon initiative of District</u>	Delinquency Notice Door Tag	\$15.00 \$30.00
Section 2.3 <u>Termination of service upon initiative of District</u>	Restoration of Terminated Service Additional deposit after meter pulled	\$50.00 \$100.00
Section 2.6 <u>Deposit to Secure Payment</u>	Owner Occupied Non-Owner Occupied Additional deposit after termination	\$150.00 \$250.00 \$100.00
Section 2.7 <u>Commercial Deposit</u>	Commercial Accounts Temporary Hydrant Meter Temporary Inspection/Cleanup Fee (max 5 days)	\$400.00 \$400.00 \$30.00
Section 2.8 <u>Transfer Fee</u>	Builder to initial and subsequent occupants Occupant whose service was previously disconnected at consumer's address and restoration charge was not paid	\$30.00 \$30.00
Section 2.10 <u>Facility Inspections</u>	Inspection Re-Inspection	One inspection included in tap fee. \$50.00
Section 3.1 <u>Residential Water Tap Charges</u>	Up to and including a ¾” connection Extra/additional connection (including sprinkler system, swimming pool, etc.)	\$800.00 plus additional charges if boring is necessary \$800.00 plus additional charges if boring is necessary

	1" connection and over 1" connections	\$1,000.00 plus any additional costs of oversized or special equipment
Section 3.2 <u>Residential and Commercial Sewer Tap Inspection Fee</u>	Residential (per tap) Commercial (per tap)	\$50.00 \$125.00
Section 3.3 <u>Commercial water and sewer tap charges</u> Water Tap Charges	Up to and including a ¾" connection 1" connection and over 1" connections	Cost plus 200% Cost plus 200%
Section 3.4 <u>Temporary construction service and construction-related charges</u>	Temporary connection (10 days) Construction Fee (for each builder or individual building a residential unit) Deposit Construction Deposit Late Fee Water Tap Fee Water Tap Late Fee Wastewater Tap Fee Wastewater Tap Late Fee	\$30 connect/\$30 disconnect \$400.00 \$150.00 \$200.00 \$400.00 \$100.00 \$500.00 \$100.00
Section 4.1 <u>Monthly rates for water service</u>	<u>Residential Consumers</u> First 3,000 gallons of water used 3,001 to 10,000 gallons 10,001 to 20,000 gallons 20,001 to 30,000 gallons 30,001 to 40,000 gallons 40,001 to 50,000 gallons over 50,001 gallons Monthly Fee for additional tap (e.g. sprinklers, swimming pools, etc.) Monthly fee for swimming pool backwash or overfill line <u>Apartments</u>	Minimum \$12.75 for ¾" meter \$16.50 for 1" meter \$21.45 for 1 ½" meter \$26.15 for 2" meter \$2.85/1,000 gallons \$3.15/1,000 gallons \$3.55/1,000 gallons \$4.00/1,000 gallons \$4.75/1,000 gallons \$6.00/1,000 gallons \$9.80 \$21.00 Same rates as

	<u>Commercial Consumers and Nontaxable Entities</u>	Residential Consumers Same rates as Residential Consumers
Section 4.2 <u>Monthly rates for sewer service</u>	<u>Residential Consumers</u> First 3,000 gallons of water used over 3,001 gallons <u>Apartments</u> <u>Commercial Consumers and Nontaxable Entities</u>	Minimum \$31.00 for 3/4" meter \$46.00 for 1" meter \$63.00 for 1 1/2" meter \$77.00 for 2" meter \$39.00 for 3/4" meter \$60.00 for 1" meter \$81.00 for 1 1/2" meter \$99.00 for 2" meter Same rates as Residential Consumers Same rates as Residential Consumers
Section 4.3 <u>Monthly rates to builders for water and sewer service</u>	Rate for unoccupied residences	Same rates as Residential Consumers
Section 4.4 <u>Irrigation water rate for Community Consumers</u>	First 3,000 gallons of water used 3,001 to 10,000 gallons 10,001 to 20,000 gallons 20,001 to 30,000 gallons 30,001 to 40,000 gallons 40,001 to 50,000 gallons over 50,001 gallons Monthly Fee for additional tap (e.g. sprinklers, swimming pools, etc.) Monthly fee for swimming pool backwash or overfill line	Minimum \$12.75 for 3/4" meter \$16.50 for 1" meter \$21.45 for 1 1/2" meter \$26.15 for 2" meter \$2.85/1,000 gallons \$3.15/1,000 gallons \$3.55/1,000 gallons \$4.00/1,000 gallons \$4.75/1,000 gallons \$6.00/1,000 gallons \$9.80 \$21.00
Section 4.6 <u>Penalty for failure to pay bill before delinquent</u>		10% of amount of bill
Section 4.7 <u>Returned checks</u>	Processing Fee	\$25.00
Section 4.8 <u>Grease trap inspection</u>	Monthly Fee Re-inspection	\$60.00 \$60.00

Section 4.9 <u>Regulatory assessment</u>	Regulatory assessments	0.5% of District's charges for water and sewer service (NOT listed on bill)
Section 4.10 <u>Additional fees for Lone Star Groundwater Conservation District ("LSGCD")</u> (All Consumers)	Groundwater use and transportation fees	\$0.085 per 1,000 gallons
Section 5.1 <u>Title, tampering, maintenance, setting</u>		Repair charges
Section 6.1 <u>Penalties</u>	Penalties	Per § 27.031, Texas Gov't Code, currently \$20,000