

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

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

The meeting will be held at **6:30 p.m. on Wednesday, December 14, 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
4. Operator's Report
5. Rate Order
6. Engineer's Report
7. Damage to District Facilities; Enforcement Action as Necessary
8. Eminent domain filing
9. Executive (closed) Session Pursuant to Texas Government Code §§ 551.071, 551.072, and 551.076 as necessary
10. Pending business





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



River Plantation Municipal
Utility District

Bookkeeper's Report

December 14, 2022

Account Balances

As of December 14, 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		4.04 %	695,818.67	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX5416)			0.15 %	55,365.08	Cash In Bank
FIRST FINANCIAL BANK (XXXX5440)			0.20 %	72,755.35	Tax Deposit Account
FIRST FINANCIAL BANK (XXXX4421)			0.20 %	70,924.97	Online Account
Totals for Operating Fund:				\$894,864.07	
Fund: Capital Projects					
Money Market Funds					
TEXAS CLASS (XXXX0002)	01/14/2022		4.04 %	24,582.18	Series 2022 Park
TEXAS CLASS (XXXX0004)	04/05/2022		4.04 %	5,745,666.89	Series 2022 WS&D
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX5941)			0.00 %	315.55	Checking Account
Totals for Capital Projects Fund:				\$5,770,564.62	
Fund: Debt Service					
Money Market Funds					
TEXAS CLASS (XXXX0003)	01/14/2022		4.04 %	9,008.29	Park
TEXAS CLASS (XXXX0005)	04/05/2022		4.04 %	339,688.24	WS&D
Totals for Debt Service Fund:				\$348,696.53	
Grand total for River Plantation Municipal Utility District:				\$7,014,125.22	

Cash Flow Report - Checking Account

As of December 14, 2022

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 11/11/2022				\$18,153.72
Receipts				
	Transfer from Texas Class Account		20,000.00	
	Interest		37.31	
	Accounts Receivable - EPUD -September 20222		9,051.63	
	Reimbursement - UFP Industries Inc		44.23	
	Transfer from Texas Class Account		180,000.00	
Total Receipts				209,133.17
Disbursements				
23400	Estate of Richard Ramirez	J C =8. . " %) " & . % + \$) ' ' G bXfntA Ujbt" h fi ' (# - !)	0.00	
23529	Entergy	Utilities - Electricity	(11,792.89)	
23530	Centerpoint Energy	% ' % ' i H j] Y g 5 X a] b	(50.39)	
23531	Republic Services #853	% & , ' C dYfUj]cbg ' GHD	(132.32)	
23532	Consolidated Communications	% ' % ' H Y Y d \ c b Y ' 9 I d ! ' 5 X a] b	(311.13)	
23555	Republic Services #853	% & , ' C dYfUj]cbg ' GHD	(133.13)	
23557	Prepared Publications, Inc.	Operations Admin	(210.00)	
23558	J & K Tree Services	Tree Removal Services	(12,400.00)	
23563	Estate of Richard Ramirez	Sundry-Maint. thru 4/9 - 5/30	(155.25)	
23564	J & K Tree Services	Tree Removal Services	(5,000.00)	
23565	Karl T Sakocius	Fees of Office - 11/21 - 9/22	(554.10)	
23566	Candace Burch	Deposit Refund	(12.25)	
23567	Coyote Holdings LLC	Deposit Refund	(63.44)	
23568	Jeanne Bailey	Deposit Refund	(90.88)	
23569	REI Nation LLC	Deposit Refund	(138.19)	
23570	Richard Hylton	Deposit Refund	(13.75)	
23571	Ryan Kersh	Deposit Refund	(7.59)	
23572	BrightView Landscape, LLC	Landscape Service	(7,454.67)	
23573	Jack Daniel's Delivery Service	Delivery Expense	(76.05)	
23574	Smith, Murdaugh, Little & Bonham, LLP.	Legal Fees	(8,984.91)	
23575	Sprint Waste Services, LP	Sludge Removal-STP	(1,824.00)	
23576	Vogler & Spencer Engineering	Engineering Fees	(4,830.00)	
23577	Municipal Operations & Consulting, Inc.	Operations & Maintenance - WWTP	(15,287.85)	
23578	Municipal Operations & Consulting, Inc.	Operations & Maintenance	(53,956.57)	
23579	Municipal Accounts & Consulting L.P.	Bookkeeping Fees	(8,096.85)	
23580	Municipal Accounts & Consulting L.P.	Bookkeeping Fees Due from STP	(500.00)	
23581	Houston Chronicle	% () \$ ' @ Y [U ' B ch] W g / ' C H Y F Di V "	(270.25)	
23582	Entergy	Utilities	0.00	
23583	Centerpoint Energy	Utilities	0.00	
23584	Republic Services #853	Waste Removal	0.00	
23585	Consolidated Communications	Telephone Expense	0.00	
23586	Prepared Publications, Inc.	Website	0.00	
23587	Montgomery Central Appraisal District	MCAD Fees	0.00	
23588	Association of Water Board Directors	Membership & Dues - 2023	(750.00)	
EFTPS	U S Treasury	Payroll Liabilities 4th Qtr 941	(91.80)	
Receipt	First Financial Bank	Reversal of Duplicate Auction Proceeds Payment	(38,662.00)	
Svc Chg	First Financial Bank	Bank Charges	(71.55)	
Total Disbursements				(171,921.81)
BALANCE AS OF 12/14/2022				\$55,365.08

Cash Flow Report - Tax Deposit Account Account

As of December 14, 2022

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Num	Name	Memo	Amount	Balance
	BALANCE AS OF 11/11/2022			\$11,592.71
	Receipts			
	Tax Revenue		728.51	
	Tax Revenue		43,769.77	
	Tax Revenue		16,656.95	
	Interest		7.41	
	Total Receipts		<u>61,162.64</u>	61,162.64
	Disbursements			
	No Disbursements Activity		0.00	
	Total Disbursements		<u>0.00</u>	0.00
	BALANCE AS OF 12/14/2022			<u><u>\$72,755.35</u></u>

Cash Flow Report - Online Account Account

As of December 14, 2022

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 11/11/2022				\$3,284.50
Receipts				
	Accounts Receivable		67,682.48	
	Interest		7.99	
Total Receipts			<u>67,690.47</u>	67,690.47
Disbursements				
Return	First Financial Bank	Chargeback Bank Charge	<u>(50.00)</u>	(50.00)
Total Disbursements				<u>(50.00)</u>
BALANCE AS OF 12/14/2022				<u><u>\$70,924.97</u></u>

Actual vs. Budget Comparison

November 2022

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		November 2022			October 2022 - November 2022			Annual
		Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	Budget
Revenues								
14110	Water - Customer Service Revenue	31,272	28,329	2,943	72,608	55,259	17,349	400,000
14112	EPUD Revenues	0	7,252	(7,252)	0	22,921	(22,921)	102,000
14130	Reconnection Fee	0	1,083	(1,083)	0	2,167	(2,167)	13,000
14150	Tap Connections-Water	0	333	(333)	680	667	13	4,000
14210	Sewer - Customer Service Fee	35,515	36,050	(536)	72,329	69,689	2,640	420,000
14220	Inspection Fees	1,522	0	1,522	1,522	0	1,522	0
14310	Penalties & Interest	1,547	1,000	547	3,122	2,000	1,122	12,000
14311	P&I Maintenance Tax Revenue	729	0	729	1,991	0	1,991	0
14330	Miscellaneous Income	(38,618)	83	(38,701)	44	167	(122)	1,000
14350	Maintenance Tax Collections	32,512	36,138	(3,626)	39,228	38,468	760	535,000
14360	ST Fee	326	323	3	707	647	61	3,880
14365	Bank Service Fees	0	4	(4)	0	8	(8)	50
14370	Interest Earned on Temp. Invest	2,968	375	2,593	5,919	750	5,169	4,500
14371	Interest Earned on Checking	53	20	33	91	40	51	240
14380	LSGCD Fees	697	902	(205)	1,649	1,850	(201)	13,000
14395	Prior Year Surplus	0	0	0	0	0	0	52,515
Total Revenues		68,522	111,893	(43,371)	199,891	194,632	5,259	1,561,185
Expenditures								
16105	Operations - Water	5,997	50,333	(44,336)	14,536	100,667	(86,131)	604,000
16110	Tap Connection Water	0	133	(133)	900	267	633	1,600
16130	Maintenance & Repairs - Water	27,836	4,000	23,836	103,849	8,000	95,849	48,000
16140	Chemicals - Water	0	1,167	(1,167)	1,513	2,333	(820)	14,000
16145	Landscape Service - Water	7,455	2,355	5,099	14,909	7,066	7,844	44,750
16150	Laboratory Expense - Water	4,383	500	3,883	8,396	1,000	7,396	6,000
16160	Utilities - Water	311	5,417	(5,106)	7,397	10,833	(3,437)	65,000
16161	Operations -Sewer	1,800	2,083	(283)	3,780	4,167	(387)	25,000
16162	TCEQ Permit Fees - Water	0	1,338	(1,338)	0	1,338	(1,338)	3,500
16163	LSGWCD Fees	19,199	19,425	(226)	19,199	19,425	(226)	20,500
16233	Lab Fees STP	0	1,667	(1,667)	0	3,333	(3,333)	20,000
16234	Telephone STP	0	60	(60)	0	120	(120)	720
16235	Maintenance & Repair STP	13,670	5,000	8,670	18,682	10,000	8,682	60,000
16236	Utilities-STP	0	4,000	(4,000)	4,870	8,000	(3,130)	48,000
16238	Operations- STP	1,751	1,667	84	3,497	3,333	164	20,000
16239	TCEQ Permit Fees - STP	0	0	0	3,474	3,500	(26)	33,600
16240	Chemicals STP	0	850	(850)	0	1,700	(1,700)	10,200
16241	Maint & Repair - Sewer	11,123	4,983	6,140	41,541	9,967	31,574	59,800
16243	Utilities-Sewer	0	0	0	93	0	93	0
16244	Landscape Service - Sewer	0	2,355	(2,355)	0	7,066	(7,066)	44,750
16245	Tap Connection - Sewer	0	217	(217)	0	433	(433)	2,600
16255	Utilities - Joint Drainage	0	25	(25)	24	50	(26)	300
16260	Sludge Removal-STP	0	1,950	(1,950)	1,824	3,900	(2,076)	23,400
16265	TCEQ Assessment Fees	0	0	0	0	0	0	3,500
16290	Maintenance & Repairs - Park	17,400	2,250	15,150	29,335	4,500	24,835	27,000
16300	Payroll- Directors	600	0	600	0	0	0	13,500
16310	Operations Admin	0	0	0	210	0	210	0
16313	Utilities-Admin	0	0	0	98	0	98	0
16320	Insurance & Surety Bond	0	0	0	30,604	33,000	(2,396)	33,000
16321	Printing & Office Supplies	2,467	300	2,167	3,568	600	2,968	3,600
16330	Legal Fees	8,609	15,000	(6,391)	27,866	30,000	(2,134)	180,000
16332	Bookkeeping Fees	8,244	4,158	4,086	15,060	8,316	6,744	49,895
16336	Tax Assessor/Collector	0	0	0	444	800	(356)	800

Actual vs. Budget Comparison

November 2022

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	November 2022			October 2022 - November 2022			Annual Budget	
	Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)		
Expenditures								
16337	Appraisal District Fees	0	0	0	0	0	4,000	
16340	Auditing Fees	0	0	0	0	0	10,000	
16350	Engineering Fees	4,830	6,000	(1,170)	9,830	12,000	(2,170)	72,000
16375	AWBD Expense	0	0	0	0	128	(128)	700
16385	Membership & Dues	750	0	750	750	0	750	30
16450	Legal Notices & Other Publ.	0	8	(8)	0	17	(17)	100
16465	Bank Service Charges	72	45	27	171	90	81	540
16480	Delivery Expense	98	42	56	103	83	19	500
16520	Postage	571	400	171	1,099	800	299	4,800
16540	Travel Expense	0	125	(125)	43	250	(207)	1,500
16560	Miscellaneous Expense	310	0	310	620	0	620	0
16701	Payroll-TWC/ TAX	46	0	46	0	0	0	0
Total Expenditures		137,521	137,853	(332)	368,284	297,082	71,202	1,561,185
Excess Revenues (Expenditures)		<u>(\$68,999)</u>	<u>(\$25,960)</u>	<u>(\$43,040)</u>	<u>(\$168,393)</u>	<u>(\$102,450)</u>	<u>(\$65,943)</u>	<u>\$0</u>

River Plantation MUD - GOF
Accounts Receivable-EPUD

As of September 30, 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance
11501 - Accounts Receivable -EPUD							8,368.92
General Journal	01/31/2022	AR	Accounts Receivable	Accounts Receivable - EPUD - Dec 2022		8,368.92	0.00
General Journal	01/31/2022	EPUD		January 2022	6,264.04		6,264.04
General Journal	02/28/2022	EPUD		February 2022	7,189.86		13,453.90
General Journal	03/31/2022	EPUD		March 2022	7,748.48		21,202.38
General Journal	04/30/2022	EPUD		April 2022	6,109.96		27,312.34
General Journal	04/30/2022	AR	Accounts Receivable	Accounts Receivable - EPUD -Jan 20222		6,264.04	21,048.30
General Journal	04/30/2022	AR	Accounts Receivable	Accounts Receivable - EPUD -Feb 20222		7,189.86	13,858.44
General Journal	05/31/2022	AR	Accounts Receivable	Accounts Receivable - EPUD -March 20222		7,748.48	6,109.96
General Journal	05/31/2022	EPUD		May 2022	5,867.86		11,977.82
General Journal	06/30/2022	EPUD		June 2022	5,965.13		17,942.95
General Journal	07/31/2022	AR	East Plantation UD	Accounts Receivable - EPUD -Apr 20222		6,109.96	11,832.99
General Journal	07/31/2022	EPUD		July 2022	6,278.47		18,111.46
General Journal	08/31/2022	AR	East Plantation UD	Accounts Receivable - EPUD -May 20222		5,867.86	12,243.60
General Journal	08/31/2022	EPUD		August 2022	3,441.59		15,685.19
General Journal	09/30/2022	EPUD		Sept 2022	9,051.63		24,736.82
General Journal	10/05/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD -June 20222		5,965.13	18,771.69
General Journal	10/05/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD -July 20222		6,278.47	12,493.22
General Journal	11/30/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD -September 20222		9,051.63	3,441.59
Total 11501 - Accounts Receivable -EPUD					57,917.02	62,844.35	3,441.59
TOTAL					57,917.02	62,844.35	3,441.59

Cash Flow Report - Checking Account

As of December 14, 2022

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Num	Name	Memo	Amount	Balance
BALANCE AS OF 11/11/2022				\$303.66
Receipts				
	Transfer from TX Class Series 2022 WS&D		61,514.00	
	Interest		12.02	
	Transfer from TX Class Series 2022 WS&D		35,011.84	
Total Receipts				96,537.86
Disbursements				
1011	Chief Solutions, Inc.	Storm Sewer Televisе Phase 2 Pay App 1 & Final	(61,514.00)	
1012	Vogler & Spencer Engineering	Engineering Expense	(35,011.84)	
Bnk Chg	First Financial Bank	Bank Service Charge	(0.13)	
Total Disbursements				(96,525.97)
BALANCE AS OF 12/14/2022				\$315.55

RIVER PLANTATION MUD

Capital Projects Fund Breakdown

12/14/2022

Receipts

Series 2022 Park - Bond Proceeds	\$	1,675,000.00
Series 2022 Park - Bond Interest Earnings		527.43
Series 2022 WS&D - Bond Proceeds		6,950,000.00
Series 2022 WS&D- Bond Interest Earnings		74,708.00

Disbursements

Disbursements - Series 2022 - Park	(1,650,629.08)
Disbursements - Series 2022 - WS&D	(1,279,041.73)

Total Cash Balance	\$	<u><u>5,770,564.62</u></u>
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Balances by Account

First Financial Bank	\$	315.55
TX Class XXXX-0002		24,582.18
TX Class XXXX-0004		5,745,666.89
Cash Balance	\$	<u><u>5,770,564.62</u></u>

Balances by Bond Series

Series 2022 Park - Bond Proceeds	\$	24,898.35
Series 2022 WS&D - Bond Proceeds		5,745,666.27
Total Cash Balance	\$	<u><u>5,770,564.62</u></u>

Use of Surplus/Remaining Costs

Series 2022 Park - Remaining Costs	\$	-
Series 2022 WS&D - Remaining Costs		5,619,547.41
Total Remaining Costs		<u>5,619,547.41</u>
Series 2022 Park - Surplus & Interest		24,898.35
Series 2022 WS&D - Surplus & Interest		126,118.86
Total Surplus Funds	\$	<u><u>151,017.21</u></u>

Total Funds	\$	<u><u>5,770,564.62</u></u>
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**COST COMPARISON
RIVER PLANTATION MUD
SERIES 2022 Park - \$1,675,000.00**

CONSTRUCTION COSTS	<u>USE OF PROCEEDS</u>	<u>ACTUAL COSTS</u>	<u>REMAINING COSTS</u>	<u>VARIANCE OVER/UNDER</u>
Land Acquisition Costs for Former Charleston Course Site	1,398,250.00	1,377,226.00	0.00	21,024.00
TOTAL CONSTRUCTION COSTS	<u>1,398,250.00</u>	<u>1,377,226.00</u>	0.00	21,024.00
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	25,000.00	0.00	(371.00)
TOTAL NONCONSTRUCTION COSTS	<u>276,750.00</u>	<u>273,403.28</u>	0.00	<u>3,346.72</u>
	<u>\$1,675,000.00</u>	<u>\$1,650,629.28</u>	<u>\$0.00</u>	<u>\$24,370.72</u>
			Interest	527.49
			Surplus & Interest	24,898.35
			Total Dollars Remaining	\$24,898.35
		\$24,370.72		

TOTAL BOND ISSUE

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

CONSTRUCTION COSTS	USE OF PROCEEDS	ACTUAL COSTS	REMAINING COSTS	VARIANCE OVER/UNDER
WWTF Rehab Phase 1	625,000.00	0.00	625,000.00	0.00
WWTF Electrical Upgrades	615,000.00	16,044.73	598,955.27	0.00
WP No. 3 Electrical Upgrades	72,500.00	14,502.91	57,997.09	0.00
WP No. 2 Recoating	178,500.00	2,062.50	176,437.50	0.00
Fire Hydrant & Valve Survey	50,757.00	0.00	50,757.00	0.00
Fire Hydrant & Valve Rehab	152,500.00	0.00	152,500.00	0.00
Sanitary Clean & Televis	326,177.00	32,880.48	293,296.52	0.00
Sanitary Sewer Rehab Phase 1	382,896.00	21,199.73	361,696.27	0.00
Sanitary Sewer Rehab Phase 2	367,898.00	1,493.75	366,404.25	0.00
Sanitary Sewer Rehab Phase 3	366,682.00	0.00	366,682.00	0.00
Sanitary Manhole Rehab Phase 1	390,785.00	0.00	390,785.00	0.00
Storm Sewer Clean & Televis	28,538.00	33,093.23	0.00	(4,555.23)
Channel Survey & Evaluation	50,000.00	0.00	50,000.00	0.00
Storm Sewer Rehab Phase 1	389,889.00	0.00	389,889.00	0.00
Storm Sewer Rehab Phase 2	390,847.00	77,841.00	313,006.00	0.00
Mosswood Ditch Rehab Phase 1	559,825.00	117,697.87	442,127.13	0.00
Contingency	954,015.00	0.62	954,014.38	0.00
TOTAL CONSTRUCTION COSTS	5,901,809.00	316,816.82	5,589,547.41	(4,555.23)
Legal Fees	238,500.00	208,500.00	30,000.00	0.00
Financial Advisory Fees	139,000.00	139,000.00	0.00	0.00
Capitalized Interest	347,500.00	302,225.00	0.00	45,275.00
Bond Discount	208,500.00	130,578.50	0.00	77,921.50
Bond Issuance Expenses	35,366.00	102,596.41	0.00	(67,230.41)
Bond Application Report	55,000.00	55,000.00	0.00	0.00
Attorney General Fee	6,950.00	6,950.00	0.00	0.00
TCEQ Bond Issuance Fee	17,375.00	17,375.00	0.00	0.00
Contingency	0.00	0.00	0.00	0.00
TOTAL NONCONSTRUCTION COSTS	1,048,191.00	962,224.91	30,000.00	55,966.09
	<u>\$6,950,000.00</u>	<u>\$1,279,041.73</u>	<u>\$5,619,547.41</u>	<u>\$51,410.86</u>
			Interest	74,708.00
			Surplus & Interest	126,118.86
			Total Dollars Remaining	\$5,694,255.61
		\$51,410.86		

TOTAL BOND ISSUE

Balance Sheet

As of November 30, 2022

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Nov 30, 22

ASSETS

Current Assets

Checking/Savings

%\$\$ '7Uj' j'6Ub_	(22,278)
%\$ 'HU '8 Ydcgjh5Wzi bh	72,755
%\$ 'C b' j'5Wzi bh	70,925

Total Checking/Savings	121,403
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Other Current Assets

%\$\$ 'Hja Y8 Ydcgjh	908,795
%\$ '5Wzi bhgF Wj UY	87,978
%\$ '5Wzi bhgF Wj UY!9DI 8	3,442
%\$ 'A UjbYbWbW HU F Wj UY	1,027,940
%\$ 'bj YbrcfYg! '7cgh	3,983
%\$ '8 i Y: fca 'cjbhD'Ubh	4,490
%\$ '8 i Y: fca '7cbgfi Wjcb	64,228

Total Other Current Assets	2,100,856
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Total Current Assets	2,222,258
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TOTAL ASSETS

2,222,258

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

%\$ '5Wzi bhgDUhUY	101,681
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Total Accounts Payable	101,681
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Other Current Liabilities

%\$ '7i gha YfA Yf'8 Ydcgjh	117,154
%\$ '8 i Yrc H79E	2,931
%\$ '8 i Yrc '8 Wh: i bX	32,976
%\$ '8 i Yrc HU '5gYggf	962
%\$ '8 YZffYX 'bZck g	1,027,940

Total Other Current Liabilities	1,181,964
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Total Current Liabilities	1,283,645
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Total Liabilities

1,283,645

Equity

%\$ '1 bU'cWYX: i bX'6UUbW	1,107,007
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Net Income	(168,393)
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Total Equity	938,613
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TOTAL LIABILITIES & EQUITY

2,222,258

River Plantation Municipal Utility District
District Debt Service Payments

12/01/2022 - 12/01/2023

15

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
Debt Service Payment Due 03/01/2023						
Bank of New York	2022 - Park	03/01/2023		0.00	24,615.63	24,615.63
Bank of New York	2022 - WS&D	03/01/2023		0.00	230,866.32	230,866.32
		Total Due 03/01/2023		0.00	255,481.95	255,481.95
Debt Service Payment Due 09/01/2023						
Bank of New York	2022 - Park	09/01/2023		25,000.00	24,615.63	49,615.63
Bank of New York	2022 - WS&D	09/01/2023		25,000.00	151,112.50	176,112.50
		Total Due 09/01/2023		50,000.00	175,728.13	225,728.13
		District Total		\$50,000.00	\$431,210.08	\$481,210.08

2023 AWBD Mid-Winter Conference

River Plantation Municipal Utility District

Friday, January 27 - Saturday, January 28, 2023

Austin, TX

Director	Registration			Prior Conference Expenses
Name	Attending	Online	Paid	Paid
Julie Gilmer				
Tim Goodman	Yes		Yes	
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

REPORT OF TAXES COLLECTED

ALL YEARS

CURRENT MONTH OF:

November-22

TAXES TO BE COLLECTED AS OF 11/01/2022	\$	1,027,845.40
PAYMENTS CURRENT MONTH	\$	(60,426.72)
NEW TAX LEVY FOR 2022 TAX YEAR	\$	-
ADJUSTMENT IN LEVY BY Tammy McRea's Office	\$	-
TOTAL AMT. RECEIVABLE 11/30/2022	<u>\$</u>	<u>967,418.68</u>

<u>TAXES COLLECTED:</u>	BALANCE FORWARD	CURRENT MONTH	YEAR TO DATE
CURRENT YEAR	\$ 10,132.84	\$ 58,063.26	\$ 68,196.10
PRIOR YEAR TAXES	\$ 2,484.85	\$ 2,635.56	\$ 5,120.41
OVERPAYMENTS	\$ -	\$ (272.10)	\$ (272.10)
OTHER	\$ -	\$ -	\$ -
TOTAL TAXES COLLECTED	<u>\$ 12,617.69</u>	<u>\$ 60,426.72</u>	<u>\$ 73,044.41</u>
COST TO COLLECT TAXES	\$ (444.00)	\$ -	\$ (444.00)
OVERPAYMENT P&I	\$ -	\$ -	\$ -
Rendition/OTHER INCOME:	\$ -	\$ (0.38)	\$ (0.38)
PENALTY & INTEREST	\$ 1,384.48	\$ 728.51	\$ 2,112.99
TOTAL INCOME	<u><u>\$ 13,558.17</u></u>	<u><u>\$ 61,154.85</u></u>	<u><u>\$ 74,713.02</u></u>
DEDUCTIONS:			
APPRAISAL DIST. ADJUSTMENTS	\$ -	\$ -	\$ -
TOTAL AMT. OF DEDUCTIONS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
NET AMOUNT RECEIVED	<u><u>\$ 13,558.17</u></u>	<u><u>\$ 61,154.85</u></u>	<u><u>\$ 74,713.02</u></u>

COMPARISON OF NET TAXES COLLECTED THIS YEAR TO LAST YEAR

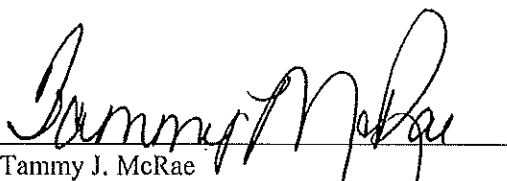
MONTH	LAST YEAR	THIS YEAR	VARIANCE
OCT	\$ 12,671.56	\$ 13,558.17	\$ 886.61
NOV	\$ 35,160.18	\$ 61,154.85	\$ 25,994.67
DEC	\$ 285,285.78	\$ -	\$ (285,285.78)
JAN	\$ 116,194.08	\$ -	\$ (116,194.08)
FEB	\$ 46,532.51	\$ -	\$ (46,532.51)
MAR	\$ 10,097.00	\$ -	\$ (10,097.00)
APR	\$ 2,928.85	\$ -	\$ (2,928.85)
MAY	\$ 9,115.35	\$ -	\$ (9,115.35)
JUN	\$ 9,550.00	\$ -	\$ (9,550.00)
JUL	\$ 3,642.23	\$ -	\$ (3,642.23)
AUG	\$ 4,960.73	\$ -	\$ (4,960.73)
SEP	\$ 1,170.09	\$ -	\$ (1,170.09)
TOTAL	<u><u>\$ 537,308.36</u></u>	<u><u>\$ 74,713.02</u></u>	<u><u>\$ (462,595.34)</u></u>

Tammy J. McRae
Montgomery County
Tax Assessor-Collector


Monthly Tax Collection Report
 For the month of November 2022

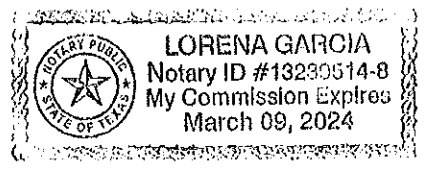
River Plantation MUD

	MTD	YTD
2022 Base Tax	\$ 58,063.26	\$ 68,196.10
2022 Penalty & Interest	-	-
Prior Years Base Tax	2,635.56	5,120.41
Prior Years Penalty & Interest	728.51	2,112.99
Reversals (Refunds, Returned Items, Transfers)	(272.10)	(272.10)
Collection Fee	-	(444.00)
5% Rendition Fee	(0.38)	(0.38)
Total Collections	\$ 61,154.85	\$ 74,713.02


 Tammy J. McRae
 Montgomery County Tax Assessor-Collector

Sworn to and subscribed before me on the 2nd day of December, 2022.


 Notary Public in and for the State of Texas



12/01/2022 01:50:14 4144108
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 11/01/2022 THRU 11/30/2022
 JURISDICTION: 0412 RIVER PLANTATION MUD

INCLUDES AG ROLLBACK

PAGE: 1

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2022	M & O	.270000	30,148.29	.00	.00	.00	30,148.29	.00	.00	.00	30,148.29
	I & S	.250000	27,914.97	.00	.00	.00	27,914.97	.00	.00	.00	27,914.97
	TOTAL	.520000	58,063.26	.00	.00	.00	58,063.26	.00	.00	.00	58,063.26
2021	M & O	.316000	1,427.36	.00	372.33	.00	1,799.69	409.09	.00	.00	2,208.78
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.316000	1,427.36	.00	372.33	.00	1,799.69	409.09	.00	.00	2,208.78
2020	M & O	.322300	628.01	.00	212.58	.00	840.59	168.12	.00	.00	1,008.71
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.322300	628.01	.00	212.58	.00	840.59	168.12	.00	.00	1,008.71
2019	M & O	.320000	292.48	.00	134.55	.00	427.03	85.41	.00	.00	512.44
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.320000	292.48	.00	134.55	.00	427.03	85.41	.00	.00	512.44
2018	M & O	.320000	15.59	.00	9.04	.00	24.63	4.93	.00	.00	29.56
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.320000	15.59	.00	9.04	.00	24.63	4.93	.00	.00	29.56
2016	M & O	.320000	.02	.00	.01	.00	.03	.01	.00	.00	.04
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.320000	.02	.00	.01	.00	.03	.01	.00	.00	.04
ALL	M & O		32,511.75	.00	728.51	.00	33,240.26	667.55	.00	.00	33,907.82
ALL	I & S		27,914.97	.00	.00	.00	27,914.97	.00	.00	.00	27,914.97
ALL	TOTAL		60,426.72	.00	728.51	.00	61,155.23	667.55	.00	.00	61,822.79
DLQ	M & O		2,363.46	.00	728.51	.00	3,091.97	667.56	.00	.00	3,759.53
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	TOTAL		2,363.46	.00	728.51	.00	3,091.97	667.56	.00	.00	3,759.53
CURR	M & O		30,148.29	.00	.00	.00	30,148.29	.00	.00	.00	30,148.29
CURR	I & S		27,914.97	.00	.00	.00	27,914.97	.00	.00	.00	27,914.97
CURR	TOTAL		58,063.26	.00	.00	.00	58,063.26	.00	.00	.00	58,063.26

TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 11/01/2022 TO 11/30/2022
 INCLUDES AG ROLLBACK

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

CURRENT YEAR	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	180,319,398	24,586,277	204,915,675	0 00.520000	1,065,572.03	186

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE COLL %	YTD UNCOLL
2022	937,671.39	60,793.78	127,900.64	58,063.26	68,196.10	997,375.93	6.40
2021	15,840.68	272.10-	272.10-	1,427.36	2,100.56	13,468.02	13.49
2020	7,174.44	.00	0.00	628.01	1,172.17	6,002.27	16.34
2019	3,999.98	.00	0.00	292.48	618.88	3,381.10	15.47
2018	3,067.97	.00	0.00	15.59	365.72	2,702.25	11.92
2017	2,325.02	.00	0.00	0.00	91.78	2,233.24	3.95
2016	1,311.19	.00	0.00	0.02	50.45	1,260.73	3.85
2015	713.87	.00	0.00	0.00	50.44	663.43	7.07
2014	354.63	.00	0.00	0.00	50.44	304.19	14.22
2013	332.97	.00	0.00	0.00	50.44	282.53	15.15
2012	63.24	.00	0.00	0.00	50.44	12.80	79.76
2011	66.44	.00	0.00	0.00	50.44	16.00	75.92
2010	61.28	.00	0.00	0.00	48.88	12.40	79.77
2009	61.28	.00	0.00	0.00	48.88	12.40	79.77
2008	61.48	.00	0.00	0.00	49.04	12.44	79.77
2007	62.36	.00	0.00	0.00	49.74	12.62	79.76
2006	13.54	.00	0.00	0.00	0.00	13.54	0.00
2005	18.02	.00	0.00	0.00	0.00	18.02	0.00
2004	19.24	.00	0.00	0.00	0.00	19.24	0.00
2003	67.70	.00	0.00	0.00	0.00	67.70	0.00
2002	69.51	.00	0.00	0.00	0.00	69.51	0.00
2001	0.00	.00	0.00	0.00	0.00	0.00	0.00
****	973,356.23	60,521.68	127,628.54	60,426.72	73,044.41	1,027,940.36	0.00
CURR	937,671.39	60,793.78	127,900.64	58,063.26	68,196.10	997,375.93	0.00
DBLQ	35,684.84	272.10-	272.10-	2,363.46	4,848.31	30,564.43	0.00



MONTHLY OPERATIONS REPORT FOR RIVER PLANTATION MUD

November, 2022

Connections: 975
 Vacant: 3

REVENUE:	Water	LSGCD	Sewer	TCEQ	Taps	Deposits	Penalty	Misc.	TOTAL
	\$ 33,490.43	\$ 828.00	\$ 30,376.76	\$ 331.02	\$ -	\$ 1,100.00	\$ 466.33	\$ 5,284.15	\$ 71,876.69

BILLED CONS:	Residential	Builder	Multi Family	Irrigation	STP/LS	Commercial	Total
	7,482,000	0	0	223,000	0	486,000	8,191,000

WATER:	10/19/22 - 11/18/22	LSGCD - Well Permit
Gallons pumped from Well No.2	3,318,000	Permit Expires: 12/31/2022
Gallons pumped from Well No.3	4,864,000	Permitted Authorization: 225,868,339
Total Pumpage/Received	8,182,000	November Withdrawal: 6,963,000
Total Gallons Billed	8,191,000	Y-T-D Withdrawal: 120,719,000
Leaks, Construction, Flushing	30,000	Amount Remaining: 105,149,339
Pumped vs. Billed	100%	
Pumped vs. Accounted	100%	
Leaks repaired in District	11	

Bacteriological samples: 6 Good

WASTEWATER TREATMENT PLANT

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

	November, 2022	Measured by:
Average daily flow	298,367 Permitted Daily Flow	600,000 gal.per day
Average CBOD	2.30 Permitted CBOD	10 mg/l
Average Total Suspended Solids	1.34 Permitted T.S.S.	15 mg/l
Average Ammonia Nitrogen	0.11 Permitted Ammonia Nitrogen	3 mg/l
Average PH	7.45 Permitted PH	6.00 - 9.00 STD UNIT
Average Dissolved Oxygen	8.00 Permitted Dissolved Oxygen (Min.)	6.0 mg/l
Maximum Chlorine Residual	3.85 Permitted Chlorine Maximum	4.0 mg/l
Minimum Chlorine Residual	1.11 Permitted Chlorine Minimum	1.0 mg/l
Average E. coli	2.49 Permitted E. coli	63.0 mpn/100 ml
Total Rainfall	6.07"	

Sewer Treatment plant is currently operating at 50% of the permitted capacity.

Total gallons of Reuse for the month of November - 5.158 MG

Notes:

Number of customers used 30k - 50k gal. 22
 Number of customers used an excess of 50k gal. 4
 Number of customers used an excess of 100k gal. 4

Aged Receivables:	Current	30 day	60 day	90 day	120 day	Total
	\$ 68,823.45	\$ 4,439.35	\$ 2,592.31	\$ 2,889.43	\$ 4,622.76	\$ 83,367.30



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 December 14, 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 December 14, 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 December 14, 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 December 14, 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 December 14, 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 overflow 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 Residential Consumers

	<u>Commercial Consumers and Nontaxable Entities</u>	Same rates as Residential Consumers
Section 4.2 <u>Monthly rates for sewer service</u>	<p style="text-align: center;"><u>Residential Consumers</u> First 3,000 gallons of water used</p> <p style="text-align: center;">over 3,001 gallons</p> <p style="text-align: center;"><u>Apartments</u></p> <p style="text-align: center;"><u>Commercial Consumers and Nontaxable Entities</u></p>	<p style="text-align: center;">Minimum \$31.00 for 3/4" meter \$46.00 for 1" meter \$63.00 for 1 1/2" meter \$77.00 for 2" meter</p> <p style="text-align: center;">\$39.00 for 3/4" meter \$60.00 for 1" meter \$81.00 for 1 1/2" meter \$99.00 for 2" meter</p> <p style="text-align: center;">Same rates as Residential Consumers</p> <p style="text-align: center;">Same rates as Residential Consumers</p>
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>	<p style="text-align: center;">First 3,000 gallons of water used</p> <p style="text-align: center;">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</p> <p style="text-align: center;">Monthly Fee for additional tap (e.g. sprinklers, swimming pools, etc.)</p> <p style="text-align: center;">Monthly fee for swimming pool backwash or overflow line</p>	<p style="text-align: center;">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</p> <p style="text-align: center;">\$9.80</p> <p style="text-align: center;">\$21.00</p>
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 4.11 <u>Swimming Pool, Hot Tub, and Spa Inspections and Fee</u>	Inspection fee	\$600.00
Section 5.1 <u>Title, tampering, maintenance, setting</u>	Repair charges	At cost
Section 5.1e)	Consumer requested meter re-reads	First meter re-read, at no charge to Consumer; thereafter charged at cost to Consumer if initial reading was correct.
Section 5.1f)	Consumer requested meter testing	Consumer responsible for Actual Cost of meter accuracy test if testing shows that meter is accurate within acceptable limits.
Section 6.1 <u>Penalties</u>	Penalties	Per § 27.031, Texas Gov't Code, currently \$20,000

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 December 14, 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 December 14, 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.

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

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

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

f) No solder or flux which contains more than 0.2% lead is permitted in private water distribution facilities installed on or after July 1, 1988.

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

h) To ensure that neither cross-connections nor other Unacceptable Plumbing Practices are permitted, each new Consumer and each Consumer whose service has been

suspended or terminated and is proposed for reconnection must sign a copy of the Service Agreement attached hereto as Exhibit “A” prior to commencement of service by the District.

Section 1.6 Plumbing material restrictions; Customer Service Inspection Certifications

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

If a customer service inspection is made at the District’s direction because the District has reason to believe that Unacceptable Plumbing Practices exist, the Consumer shall not be charged for the inspection unless Unacceptable Plumbing Practices are found. Customer service inspection certifications for new construction shall be submitted to the District before continuous service to the connection is provided, preferably at the same time that the tap fee is paid, and the District shall not transfer the account from the builder to the initial occupant until the District has received the certificate. Certifications for inspections in all other instances (when the District has reason to believe Unacceptable Plumbing Practices exist or after a material change to private plumbing facilities has been made) shall be submitted to the District no later than ten (10) days after the inspection has been completed.

Section 1.7 Backflow Prevention Devices

- a) In the event that the District, in its sole discretion, requires a Consumer to install

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

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

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

Section 1.8 Plumbing code

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

Section 1.9 Monitoring Plan

a) Legal Authority and Purpose The District shall implement a chemical and microbiological monitoring plan (the "Monitoring Plan") in accordance with the requirements of 30 Texas Administrative Code, Chapter 290, Subchapter F, Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Supply Systems, effective September 13, 2001 ("Subchapter F"); the federal Safe Drinking Water Act, 42 United States Code § 300f et. seq.; and the Primary Drinking Water Regulations promulgated by the United States Environmental Protection Agency.

b) Monitoring Plan

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

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

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

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

Section 1.10. Water and Wastewater Service Lines and Connections.

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

ARTICLE II

Commencement and Termination of Service

Section 2.1. Connection to District's system

Each structure within the District may be connected to the system of the District as soon as the District has made available to such structure plant and line capacity to serve same. If both

water and sewer services do not become available at the same time, the Consumer may connect to the water system at the time water service becomes available and to the sewer system at the time sewer service becomes available.

Section 2.2. Termination of service upon request of Consumer

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

Section 2.3. Termination of service upon initiative of District

a) The District may terminate water service to a tract or Consumer:

- (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.

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

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

ARTICLE V

Meters

Section 5.1. Title, tampering, maintenance, setting

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

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

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

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

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

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

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

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

ARTICLE VI

Enforcement

Section 6.1 Penalties

Pursuant to the authority granted by §§ 49.004 and 54.205, Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable civil penalties, payable to the District, for the breach or violation of any requirement or rule herein stated, which

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

ARTICLE VII

Miscellaneous

Section 7.1 Savings

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

Passed and adopted, this December 14, 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 December 14, 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 December 14, 2022.

Secretary



EXHIBIT "A"
SERVICE AGREEMENT

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

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

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

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

DATE: _____

CUSTOMER'S SIGNATURE

NAME

ADDRESS

TELEPHONE NUMBER

Customer Service Inspection Certificate

Name of PWS _____

PWS I.D. # _____

Location of Service _____

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

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

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

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

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

Remarks: _____

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

 Signature of Inspector

 License Type

 Inspector Name (Print/Type)

 License Number

 Title of Inspector

 Date/Time of Inspection

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

EXHIBIT "C"

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)	
	Double Check Valve Assembly (DCVA)		Bypass Check	Air Inlet	Check Valve
	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"/>
PASS <input type="checkbox"/>	Held at ___ psid		Held at ___ psid	Held at ___ psid	
FAIL <input type="checkbox"/>	Closed tight <input type="checkbox"/> Leaked <input type="checkbox"/>		Opened at ___ psid Did not open <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	
Initial Test	Held at ___ psid		Held at ___ psid	Held at ___ psid	
Date: _____ Time _____	Closed tight <input type="checkbox"/> Leaked <input type="checkbox"/>		Opened at ___ psid	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	
Repairs & Materials Used**	Main: _____ Bypass: _____				
Test After Repair	Held at ___ psid		Held at ___ psid	Held at ___ psid	
Date: _____ Time _____	Closed tight <input type="checkbox"/> Leaked <input type="checkbox"/>		Opened at ___ psid	Closed tight <input type="checkbox"/> Leaked <input type="checkbox"/>	

*** 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
ENGINEER'S REPORT
VSE Project No. 32000-000-0-DST
December 14, 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**

6. 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

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

a. Testing and Inspection due January 12, 2026

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. Schedule meeting with EPUD to discuss joint projects

C. Sanitary Sewer Phase 1 – Rehabilitation

a. Awaiting return of contracts from the contractor.

D. WWTF Electrical Upgrades

a. Schedule meeting with EPUD to discuss joint projects

E. Water Plant No. 3 Electrical Upgrades

- a. Operator obtaining proposal to repair building.

F. Water Plant No. 2 Electrical Upgrades

- a. Evaluating the Bond series budget. See attached for discussion.

G. Gunston Storm Sewer Sinkhole

- a. Awaiting proposal from contractor for repairs.

III. Construction Projects

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

- a. Videos have been processed and reviewing Manhole Inspections.

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

- a. Construction substantially complete – Awaiting missing videos and manhole inspections

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

- a. Construction Underway
- b. We have pay application no. 1 in the amount of \$26,203.54 attached that we recommend payment for.

D. Stone Mountain – Storm Sewer Sinkhole

- a. Work has been completed.
- b. Contractor has addressed all issues and I have notified them that they can come pick up their check.

IV. Other Matters

A. 10-Year Capital Improvements Plan

- a. Update as necessary.

V. Questions/Answers

a. Mosswood Bridge

- i. Bridge sinkhole has been filled by the County Commissioner. They did not respond to my email after the meeting notifying the of all the questions and concerns that arose during the November meeting.

b. Hourly Rate Increase

- i. Attached is our new rate schedule to go into effect on January 1st, 2023.

c. Wastewater Reuse Permit

- i. According to the current WWTF permit it allows for irrigation of the golf course. I have attached the relevant pages regarding requirements.

District Items	Description	Total	District Share
1	WWTF Rehabilitation Phase 1 ⁽¹⁾	\$615,000	\$362,850
2	WWTF Electrical Upgrades ⁽¹⁾	\$400,000	\$236,000
	WWTF Electrical Upgrades	\$900,000.00	\$531,000.00
	Total		\$531,000
	Remaining		(\$295,000)
3	Water Plant No. 3 Electrical Upgrades	\$97,500	\$97,500
	Water Plant No. 3 Electrical Upgrades		
	Total	\$0	
	Remaining	\$97,500	
4	Water Plant No. 2 Recoating	\$228,500	\$228,500
4a	Water Plant No. 2 Electrical Controls	\$500,000	
	Total	\$500,000	
	Remaining	(\$271,500)	
5	Fire Hydrant & Valve Survey	\$50,575	\$50,575
6	Fire Hydrant & Valve Rehabilitation	\$152,500	\$152,500
7	Sanitary Sewer Clean & Televisé	\$361,066	\$361,066
7a	Phase 1	\$55,351	
7b	Phase 2	\$177,312	
	Total	\$232,663	
	Remaining	\$128,403	
8	Sanitary Sewer Rehabilitation Phase 1	\$404,811	\$404,811
8a	(Emergency) Brandon Road Repair	\$153,945	
8b	(Emergency) Tennis Court Repair	\$33,525	
8c	Phase 1 Low Bidder	\$532,063	
	Total	\$719,533	
	Remaining	(\$314,722)	
9	Sanitary Sewer Rehabilitation Phase 2	\$406,525	\$406,525
10	Sanitary Sewer Rehabilitation Phase 3	\$398,725	\$398,725
11	Sanitary Sewer Manhole Rehabilitation Phase 1	\$420,000	\$420,000
12	Storm Sewer Clean & Televisé	\$46,384	\$46,384
12a	Phase 1	\$48,987	
12b	Phase 2	\$41,656	
	Total	\$90,642	
	Remaining	(\$44,258)	
13	Channel Survey & Evaluation	\$50,000	\$50,000
13a	Mosswood Ditch	\$10,025	
13b	East Ditch	\$28,025	\$14,013
	Total	\$38,050	
	Remaining	\$11,950	
14	Storm Sewer Rehabilitation Phase 1 ⁽¹⁾	\$468,800	\$468,800
15	Storm Sewer Rehabilitation Phase 2 ⁽¹⁾	\$453,450	\$453,450
16	Mosswood Ditch Rehabilitation Phase 1	\$559,825	\$559,825
16a	East Ditch Desilting	\$113,355	
	Total	\$113,355	

		Remaining	\$446,470	
17	10% Contingency ⁽²⁾		\$511,366	\$547,852
		Total Remaining	\$3,032,093	



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



November 14, 2022

River Plantation Municipal Utility District
c/o Municipal Accounts & Consulting
611 Longmire Road Suite 1
Conroe, TX 77304

Attn: Carol Morrison

Re: Sanitary Sewer C&TV Phase 2
Within River Plantation Municipal Utility District
Harris County, Texas
VSE PROJECT NO: 32000-805-2-OTH (c&e)

Dear Ms. Morrison:

Enclosed, for your review, is **Pay Application No. 1** for the referenced project.

We have reviewed the pay application and recommend payment in the amount of **\$26,203.54 to Specialized Maintenance Services, Inc.** to be paid using funds in Series 2022 Bond: Sanitary Sewer C&TV.

Sincerely,

A handwritten signature in black ink, appearing to read 'Taylor J. Reed'.

Taylor J. Reed, P.E.
Project Manager
Vogler & Spencer Engineering, Inc.
Texas Registered Professional Engineering Firm No. F-148

Enclosure

TJR;jlb

xc: Specialized Maintenance Services, Inc.
File

Vogler & Spencer Engineering, Inc.

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

APPLICATION AND CERTIFICATE FOR PAYMENT

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

VSE PROJECT NO.: 32000-805-2-OTH (c&e)

PAY APPLICATION NO. 1 **APPLICATION DATE:** 11/14/22

PERIOD: 09/06/22 through 10/31/22

CONTRACTOR: Specialized Maintenance Services, Inc.
 4533 Pasadena Boulevard
 Pasadena, Texas 77503

Contract Time:

Date of Contract Award	<u>07/27/22</u>
Projected Contract Substantial Completion Date	<u>01/04/23</u>
Notice to Proceed	<u>09/06/22</u>
Contract Days and Approved Time Extensions	<u>120</u>
Contract Days to Date	<u>55</u>
Percent of Time Used to Date	<u>46%</u>
Percent of Work Completed to Date	<u>25%</u>

Contract Cost:

Original Contract Amount	<u>\$ 117,312.15</u>
Net Change Orders (See attached Change Order Summary)	<u>\$ -</u>
Current Contract Amount	<u>\$ 117,312.15</u>
Work Completed to Date	<u>\$ 29,115.04</u>
Less Amount Retained (10%)	<u>\$ (2,911.50)</u>
Less Previous Payment to Contractor	<u>\$ -</u>
AMOUNT DUE THIS PAYMENT	<u>\$ 26,203.54</u>

APPLICATION AND CERTIFICATE FOR PAYMENT

PAY APPLICATION NO. 1

APPLICATION DATE: 11/14/2022

VSE PROJECT NO.: 32000-805-2-OTH (c&e)

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

CONTRACTOR: Specialized Maintenance Services, Inc.

By: Samuel Grant

Date: 11/16/22

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

ENGINEER: Vogler & Spencer Engineering, Inc.

By: [Signature]

Date: 11/15/22

Change Order Summary:

\$ _____

Contract Time Schedule:

Original Contract Time	<u>120</u>
Previous Approved Time Extensions	<u>0</u>
Requested and Approved Time Extensions This Period	<u>0</u>
Total Contract Calendar Days and Approved Time Extensions to Substantial Completion (95%)	<u><u>120</u></u>
Previous Contract Days	<u>0</u>
Contract Days This Period	<u>55</u>
Total Contract Days To Date to Substantial Completion (95%)	<u><u>55</u></u>

Special Notes/Considerations:

APPLICATION AND CERTIFICATE FOR PAYMENT

PAY APPLICATION NO. 1

APPLICATION DATE: 11/14/2022

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VSE PROJECT NO.: 32000-805-2-OTH (c&e)

				WK. DONE THIS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	% COM- LETE	CONT. UNIT PRICE	AMOUNT
ITEM	UNIT	QTY							
1. Mobilization/Payment/ Performance Bonds/Permits & Fees	LS	1			0	0	0%	\$0.00	\$0.00
2. Clean and Televis 6" Sanitary Sewer Pipe, all depths. For major pipe problems, include digital picture. Include all labor, materials, and equipment.	LF	2,920	95		0	95	3%	\$1.60	\$152.48
3. Clean and Televis 8" Sanitary Sewer Pipe, all depths. For major pipe problems, include digital picture. Include all labor, materials, and equipment.	LF	70,848	17,021		0	17,021	24%	\$1.60	\$27,232.96
4. Clean and Televis 10" Sanitary Sewer Pipe, all depths. For major pipe problems, include digital picture. Include all labor, materials, and equipment.	LF	3,272	289		0	289	9%	\$1.60	\$462.24
5. Clean and Televis 15" Sanitary Sewer Pipe, all depths. For major pipe problems, include digital picture. Include all labor, materials, and equipment.	LF	6,636	792		0	792	12%	\$1.60	\$1,267.36
6. Clean and Televis 18" Sanitary Sewer Pipe, all depths. For major pipe problems, include digital picture. Include all labor, materials, and equipment.	LF	3,741			0	0	0%	\$1.65	\$0.00
7. Clean and Televis 21" Sanitary Sewer Pipe, all depths. For major pipe problems, include digital picture. Include all labor, materials, and equipment.	LF	2,126			0	0	0%	\$1.65	\$0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

PAY APPLICATION NO. 1

APPLICATION DATE: 11/14/2022 ⁶⁵

VSE PROJECT NO.: 32000-805-2-OTH (c&e)

			WK. DONE THIS	WK. DONE PREVIOUS	WK. DONE TO DATE	% COM- PLETE	CONT. UNIT PRICE	AMOUNT
ITEM	UNIT	QTY	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE
8. Manhole Inspections (Including GPS Location of all manholes)	EA	450		0	0	0%	\$75.00	\$0.00
9. Traffic Control	LS	1		0	0	0%	\$0.00	\$0.00
Total Work Completed to Date								\$29,115.04

SPECIALIZED MAINTENANCE SERVICES, INC.
CERTIFICATE FOR PAYMENT

Contract Time: 120 Calendar Days Estimate No. One Project No. 32000-805-2-OTH
Name Of Owner: _____ Completion Date: _____ Period: 10/3/2022-10/31/2022
Name Of Contractor: Specialized Maintenance Services, Inc. Address: 4533 Pasadena Blvd., Pasadena, Tx 77503
Name Of Project: Sanitary Sewer C & TV Phase 2 within River Plantation Estimated Contract Cost: \$177,312.15

1	Original Contract Amount.....	\$	177,312.15
2	Owners Change Order Thru No.....	\$	-
3	Total Current Contract Amount.....	\$	177,312.15
4	Total Completed To Date.....	\$	29,115.04
5	Total Materials Stored To Date.....	\$	-
6	Total Completed And Stored To Date.....	\$	29,115.04
7	Retainage (10% Of Line 6).....	\$	2,911.50
8	Total Completed, Less Retainage.....	\$	26,203.54
9	Less Amount Of Previous Estimates.....	\$	-
10	Amount Due This Application.....	\$	26,203.54
11. Balance To Finish, Plus Retainage (Line 3-Line 6)		\$	148,197.11
12. Percent Completed To Date (Line 6 : Line 3)			16%

Contractor Hereby Certifies That The Work Covered By This Application For The Month Of October 2022.
Has Been Completed In Accordance With The Contract, That All Work Previously Invoiced Has Been Paid For By The Contractor And The

Contractor's Name: Specialized Maintenance Services, Inc. Date: 11/10/2022

By: *Jaquell Martin*
State of Texas County Harris

Subscribed And Sworn To Before Me This 10th Day Of November 2022

Notary Public Dawn Radford
My Commission Expires: 02/29/2024



Dawn Radford
Notary Signature And Seal

Recommended For Payment In The Amount Of \$ _____

By: _____ Date: _____
Vogler & Spencer Engineering

Approved For Payment:

Owner's Signature: _____ Date: _____
River Plantation Montgomery County MUD

Title: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

TO ENGINEER:

Vogler & Spencer Engineering
777 N Eldridge Pkwy, Suite 500
Houston, TX 77079

PROJECT: Sanitary Sewer C & TV Phase 2
within River Plantation MUD

APPLICATION NO: One

Distribution to:

ENGINEER

CONTRACTOR

PERIOD: 10/3/2022-10/31/2022

FROM CONTRACTOR:

Specialized Maintenance Services, Inc.
4533 Pasadena Blvd.
Pasadena, Tx 77503

OWNER: River Plantation / Montgomery County MUD

PROJECT NO: 32000-805-2-OTH

OWNER

CONTRACT DATE: 8/15/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 177,312.15

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 177,312.15

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 29,115.04

5. RETAINAGE:

a. 10 % of Completed Work \$ 2,911.50
(Column D + E on G703)

b. 10 % of Stored Material \$ 0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703) \$ 2,911.50

6. TOTAL EARNED LESS RETAINAGE \$ 26,203.54
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 26,203.54

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 151,108.61
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		\$0.00
NET CHANGES by Change Order		

CONTRACTOR:
SPECIALIZED MAINTENANCE SERVICES, INC.

By: Daniel Short Date: 11/10/2022

State of: Texas County of: HARRIS
Subscribed and sworn to before me this 10th day of November, 2022
Notary Public: Dawn Radford
My Commission expires: 2/29/2024



ENGINEER'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observation and review of the Contract Documents, I, the undersigned Engineer, certify to the Owner that the Contractor has progressed the Work in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

89 CONTINUATION SHEET

Specialized Maintenance Services, Inc.
 4533 Pasadena Blvd.
 Pasadena, Texas 77503

River Plantation MUD Sanitary Sewer C&TV Phase 2 within Montgomery County Texas

APPLICATION NO: 1
 APPLICATION DATE: 11/16/2022
 PERIOD TO: 10/31/2022
 VSE PROJECT NO: 32000-805-2-OTH

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)						
	Base Bid								
1	Mobilization/Bonds/Permits & Fees	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
2	Clean & Televis 6" Sanitary Sewer	\$4,672.00	\$0.00		\$152.48	\$0.00	\$152.48	3%	\$4,519.52
3	Clean & Televis 8" Sanitary Sewer	\$113,356.80	\$0.00		\$27,232.96	\$0.00	\$27,232.96	24%	\$86,123.84
4	Clean & Televis 10" Sanitary Sewer	\$5,235.20	\$0.00		\$462.24	\$0.00	\$462.24	9%	\$4,772.96
5	Clean & Televis 15" Sanitary Sewer	\$10,617.60	\$0.00		\$1,267.36	\$0.00	\$1,267.36		\$9,350.24
6	Clean & Televis 18" Sanitary Sewer	\$6,172.65	\$0.00		\$0.00	\$0.00	\$0.00		\$6,172.65
7	Clean & Televis 21" Sanitary Sewer	\$3,507.90	\$0.00		\$0.00	\$0.00	\$0.00		\$3,507.90
8	Manhole Inspections (including GPS)	\$33,750.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$33,750.00
9	Traffic Control	\$0.00			\$0.00		\$0.00	#DIV/0!	\$0.00
		\$ 177,312.15	\$ -		\$ 29,115.04	\$ -	\$ 29,115.04	16%	\$ 148,197.11

CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT

STATE OF Texas §

COUNTY OF Montgomery §

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

Darrell Martin the President of Specialized Maintenance Services, Inc. ("CONTRACTOR"). CONTRACTOR has performed labor and furnished materials pursuant to that certain Contract entered into on the 8th day of August, 2022, by and between CONTRACTOR and River Plantation Municipal Utility District (OWNER), for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

Sanitary Sewer C&TV Phase 2 within River Plantation Municipal Utility District for (OWNER).

The undersigned, being by me duly sworn, states upon oath that the labor and/or materials supplied in connection with CONTRACTOR's Application for Partial Payment No. 1, dated 11/10/2022 (the "Application Date"), represents the actual cost of good and workmanlike labor and/or sound materials that have been fabricated into the work in compliance with the agreed to plans and specifications (and all authorized changes thereto) and said Contract.

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

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

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

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

CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING

TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE.

Executed this 10th day of November, 2022.

Specialized Maintenance Services, Inc.

By: *Darrell Martin*

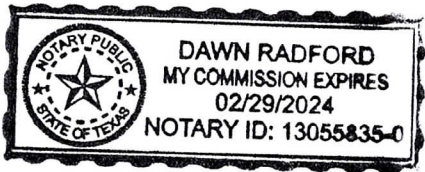
Name Printed: Darrell Martin

Title: President

STATE OF TEXAS §

COUNTY OF Harris §

Subscribed and sworn to before me, the undersigned authority, on this the 10th day of November, 2022, to certify which, witness my hand and seal of office.



Dawn Radford

Notary Public, State of Texas

Notary's Name Printed: Dawn Radford

My commission expires: 2/29/2024

**Vogler & Spencer Engineering
Proposed Billing Rate Changes for 2023**

TITLE	CURRENT RATE	PROPOSED RATE	PERCENT INCREASE
Administration			
Clerical	\$ 73.00	\$ 80.00	9.6%
Bookkeeper/Documents Specialist	\$ 90.00	\$ 100.00	11.1%
Engineering Staff			
Engineer I	\$ 95.00	\$ 110.00	15.8%
Engineer II	\$ 105.00	\$ 120.00	14.3%
Engineer III	\$ 110.00	\$ 135.00	22.7%
GIS Coordinator	\$ 123.50	\$ 125.00	1.2%
Engineer IV	\$ 130.00	\$ 155.00	19.2%
Engineer V	\$ 155.00	\$ 180.00	16.1%
Engineer VI	\$ 210.00	\$ 210.00	0.0%
Engineer VII	\$ 240.00	\$ 240.00	0.0%
Principal	\$ 275.00	\$ 275.00	0.0%
Drafting/Design			
Designer I	\$ 92.50	\$ 100.00	8.1%
Designer II	\$ 107.50	\$ 120.00	11.6%
Designer III	\$ 115.00	\$ 130.00	13.0%
Designer IV	n/a	\$ 150.00	n/a
Drafter/Computer Technician I	\$ 67.00	\$ 70.00	4.5%
Drafter/Computer Technician II	\$ 77.50	\$ 85.00	9.7%
Drafter/Computer Technician III	\$ 95.00	\$ 100.00	5.3%
Assistant Project Manager	\$ 130.00	\$ 150.00	15.4%
CADD Manager	\$ 128.00	\$ 150.00	17.2%
Assistant Plat Manager	\$ 95.00	\$ 95.00	0.0%
Plat Manager	\$ 123.50	\$ 125.00	1.2%
Inspectors			
Project Representative I	\$ 66.00	\$ 75.00	13.6%
Project Representative II	\$ 87.00	\$ 100.00	14.9%
Project Representative III	\$ 95.00	\$ 117.00	23.2%
Project Representative Supervisor	\$ 105.00	\$ 130.00	23.8%

- VSE has not increased hourly billable rates since January 2015
- We subscribed to an ACEC survey and the proposed rates are within the 2021 average billable rates across the state plus anticipated 5% increase for 2022
- The starting salary for a Civil Engineer graduate has increased 26% in 5 years
- Large projects (greater than \$150,000 in construction cost) are based on a fee curve and hourly rates do not apply
- Consumer Price Index for all items is 7.7% for last 12 months and 23.7% cumulative for last 7 years

OTHER REQUIREMENTS

1. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations, and in particular 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

This Category C facility must be operated by a chief operator or an operator holding a Category C license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift which does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

2. The facility is not located in the Coastal Management Program boundary.
3. The permittee shall comply with 30 TAC § 311.36, which requires the permittees of all domestic wastewater treatment facilities discharging into the Lake Houston Watershed to install dual-feed chlorination systems capable of automatically changing from one cylinder to another if gaseous chlorination is used for disinfection.
4. In accordance with 30 TAC § 319.9, a permittee that has at least twelve months of uninterrupted compliance with its bacteria limit may notify the commission in writing of its compliance and request a less frequent measurement schedule. To request a less frequent schedule, the permittee shall submit a written request to the TCEQ Wastewater Permitting Section (MC 148) for each phase that includes a different monitoring frequency. The request must contain all of the reported bacteria values (Daily Avg. and Daily Max/Single Grab) for the twelve consecutive months immediately prior to the request. If the Executive Director finds that a less frequent measurement schedule is protective of human health and the environment, the permittee may be given a less frequent measurement schedule. For this permit, 2/month may be reduced to 1/month. **A violation of any bacteria limit by a facility that has been granted a less frequent measurement schedule will require the permittee to return to the standard frequency schedule and submit written notice to the TCEQ Wastewater Permitting Section (MC 148).** The permittee may not apply for another reduction in measurement frequency for at least 24 months from the date of the last violation. The Executive Director may establish a more frequent measurement schedule if necessary to protect human health or the environment.
5. The permittee is authorized to irrigate a 135-acre golf course (See Attachment "A") and shall follow the effluent limitations and monitoring requirements on page 2.
6. The following conditions apply when the permittee is irrigating:
 - a. This permit is granted subject to the policy of the Commission to encourage the development of areawide waste collection, treatment and disposal systems. The Commission reserves the right to amend this permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an areawide system, should such be developed; to require the delivery of the wastes

authorized to be collected in, treated by or discharged from said system, to such areawide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.

- b. The permittee shall maintain and operate the treatment facility in order to achieve optimum efficiency of treatment capability. This shall include required monitoring of effluent flow and quality as well as appropriate grounds and building maintenance.
- c. Irrigation practices shall be designed and managed so as to prevent ponding of effluent or contamination of ground and surface waters and to prevent the occurrence of nuisance conditions in the area. Tailwater control facilities shall be provided as necessary to prevent the discharge of any wastewater from the irrigated land.
- d. Application rates for the irrigated land shall not exceed 2.0 acre-feet per year per acre irrigated. The permittee is responsible for providing equipment to determine application rates and maintaining accurate records of the volume of effluent applied as irrigation water. These records shall be made available for review by the Texas Commission on Environmental Quality and shall be maintained for at least three years.
- e. Holding ponds shall conform to the Texas Commission on Environmental Quality "Design Criteria for Sewerage Systems" requirements for stabilization ponds with regard to construction and levee design, and a minimum of 1 foot of freeboard shall be maintained.
- f. The permittee shall obtain representative soil samples from the root zones of the land application area. Composite sampling techniques shall be used. Each composite sample shall represent no more than 80 acres with no less than 10 to 15 subsamples representing each composite sample. Subsamples shall be composited by like sampling depth, type of crop and soil type for analysis and reporting. Soil types are soils that have like topsoil or plow layer textures. These soils shall be sampled individually from 0 to 6 inches, 6 to 18 inches, and 18 to 30 inches below ground level. The permittee shall sample and analyze soils in December to February of each year. Soil samples shall be analyzed within 30 days of procurement.

The permittee shall provide annual soil analyses of the land application area according to the following table:

Parameter	Method	Minimum Analytical Level (MAL)	Reporting units
pH	2:1 (v/v) water to soil mixture	0.1	Standard units
Electrical		0.01	dS/m (same as

Conductivity	2:1 (v/v) water to soil mixture		mmho/cm)
Nitrate-nitrogen	From a 1 N KCl soil extract	1	mg/kg (dry weight basis)
Total Kjeldahl Nitrogen (TKN)	For determination of Organic plus Ammonium Nitrogen. Procedures that use Mercury (Hg) are not acceptable.	20	mg/kg (dry weight basis)
Total Nitrogen	= TKN plus Nitrate-nitrogen		mg/kg (dry weight basis)
Plant-available: Phosphorus	Mehlich III with inductively coupled plasma	1	mg/kg (dry weight basis)
Plant-available: Potassium (K)	May be determined in the same Mehlich III extract with inductively coupled plasma	5 (K)	mg/kg (dry weight basis)
Amendment addition, e.g., gypsum	Recommendation from analytical laboratory		Report in <i>short tons/acre</i> in the year effected

A copy of this soil testing plan shall be provided to the analytical laboratory prior to sample analysis. The permittee shall submit the results of the annual soil sample analyses with copies of the laboratory reports with a map depicting the permanent sampling fields to the TCEQ Regional Office (MC Region 12) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division, no later than the end of September of each sampling year. If wastewater is not applied in a particular year, the permittee shall notify the same TCEQ offices and indicate that wastewater has not been applied on the approved land irrigation site(s) during that year.

- g. The permittee shall maintain a long-term contract with the owner(s) of any irrigated land which is authorized for use in this permit, or own the land authorized for irrigation.
- h. If the effluent is to be transferred to a holding pond or tank, re-chlorination prior to the effluent being delivered into the irrigation system will be required. A trace chlorine residual shall be maintained in the effluent at the point of irrigation application.
- i. Adequate signs shall be erected stating that the irrigation water is from a non-potable water supply. Said signs shall consist of a red slash superimposed over the international symbol for drinking water accompanied by the message "Do not drink the water" in both English and Spanish. All piping transporting the effluent shall be clearly marked with these same signs.

- j. Spray fixtures for the irrigation system shall be of such design that they cannot be operated by unauthorized personnel.
- k. Irrigation with effluent shall be accomplished only when the area specified is not in use.
- l. Permanent transmission lines shall be installed from the holding pond to each tract of land to be irrigated utilizing effluent from that pond.
- m. Wastewater shall not be applied for irrigation during rainfall events or when the ground is frozen or saturated.